



HINDUSTAN URVARAK & RASAYAN LIMITED

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

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION-I NOTICE INVITING TENDER (NIT)

TENDER: PROCUREMENT OF ANTIVIRUS FOR END POINTS (DESKTOP, LAPTOP, SERVER etc).

NIT NO. HURL/HQ/CS670

Tender Ref. No - GEM/2026/B/ 7311794; Date - 11.03.2026



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TENDER SPECIFIC TERMS & CONDITIONS OF CONTRACT

(The bidder should not tamper/ alter the terms mentioned below while filling the form / annexure / bid)

1.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

1.1 IMPORTANT INSTRUCTIONS TO BIDDERS:

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

1.1.2 Brief Details

Published Date	Refer GeM Portal
Bid Document Download / Sale Start Date	Refer GeM Portal
Bid submission Start Date	Refer GeM Portal
Last Date and Time for Bid submission	Refer GeM Portal
Technical Bid Opening Date & Time	Refer GeM Portal
Earnest Money Deposit (EMD) in INR	INR 83,840/-
Pre-Bid Conference Date & Time (if any)	Refer GeM Portal
Last Query Date	Refer GeM Portal
Reverse Auction	Shall be intimated later.

1.1.3 EMD/Bid Security shall be submitted online/ electronically by RTGS / NEFT in the account of HURL as mentioned below details by the stipulated bid submission closing date and time. The payment details of Bid security shall be submitted along with the bidding documents. Any bid without an acceptable Bid Security (if applicable) shall be treated as non-responsive by the employer and shall not be opened.

Name of the Bank	State Bank of India, Overseas Branch, Delhi
Account Name	Hindustan Urvarak & Rasayan Limited
Account No.	41288344914
IFSC Code	SBIN0004803

*In case of EMD payment through RTGS/NEFT, Bidder must mention "E1675" in the transaction description while making the payment (Refer Clause 14 of Section ITB).



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- 1.1.4 All UDYAM registered vendors -MSE Category are exempted from submission of tender fee & EMD. UDYAM REGISTRATION CERTIFICATE must be submitted online along with the bidding documents to avail the exemption from furnishing the EMD.
- 1.1.5 MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of UDYAM certificates (as mentioned in clause 4.0 of ITB) failing which no benefit of MSE shall be extended.
- 1.1.6 A complete set of Bidding Documents may be downloaded by any interested from the e-tendering Site (<https://gem.gov.in/>).

Bidder who has downloaded the tender from GeM Website (<https://gem.gov.in/>) 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 GeM website <https://gem.gov.in/> 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 relationship. For clarification, Business relationship 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



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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.

1.1.7 Qualifying Requirements / Pre-Qualification Criteria (PQC)

1.1.7.1 Commercial Pre- Qualification Criteria

SL No	PARAMETER	DOCUMENT REQUIRED
i	The bidder must either be a manufacturer or submit a Manufacturer Authorization Form (MAF) along with a valid Authorization Letter issued by the Original Equipment Manufacturer (OEM), authorizing the bidder to sell and service the OEM's products	Manufacturer- Documentary evidence of being a manufacturer OEM Authorised Dealer- Manufacturer Authorization Form (MAF) certificate along with a valid Authorization Letter issued by the Original Equipment Manufacturer (OEM), authorizing the bidder to sell and service the OEM's products
ii	Bidders should have executed minimum 03 work order(s) of Supply of EDR/XDR Antivirus in any Public/Private Sector, in the preceding seven (07) years reckoned as on the date of techno-commercial bid opening.	<p>A) Purchase Order copy covering following details:</p> <p>i. Purchase order number, Date, and value.</p> <p>ii. Name of the Employer/ Owner/ Client.</p> <p>iii. Period of Contract /Supply.</p> <p>iv. Scope of Work / Items to be supplied.</p> <p>B) Execution certificate issued by Employer/ Owner/ Client/ Chartered accountant (with UDIN No.) /statutory auditors highlighting following:</p> <p>i. Reference Purchase order number with date and value.</p> <p>ii. Name of the Employer/Owner/Client.</p> <p>iii. Period of Contract.</p> <p>iv. Value of executed work</p> <p>C) Contact details of the Employer /Owner / Client / end user.</p>
iii	<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:</p> <p>One similar** work-order with executed value not less than Rs. 33,53,663/-</p> <p>OR</p>	<p>A) Purchase Order copy covering following details:</p> <p>i. Purchase order number, Date, and value.</p> <p>ii. Name of the Employer/ Owner/ Client.</p> <p>iii. Period of Contract /Supply.</p> <p>iv. Scope of Work / Items to be supplied.</p> <p>B) Execution certificate issued by Employer/ Owner/ Client/ Chartered accountant (with</p>



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	<p>Two similar** work-orders, each with executed value not less than Rs. 20,96,039/-</p> <p style="text-align: center;">OR</p> <p>Three similar** work-orders, each with executed value not less than Rs. 16,76,831/-</p> <p>*All the values are excluding GST.</p> <p>**Similar work order means Supply of EDR/XDR Antivirus in any Public/Private Sector.</p>	<p>UDIN No.) /statutory auditors highlighting following:</p> <p>i. Reference Purchase order number with date and value.</p> <p>ii. Name of the Employer/Owner/Client.</p> <p>iii. Period of Contract.</p> <p>iv. Value of executed work</p> <p>C) Contact details of the Employer /Owner / Client / end user.</p>
iv	<p>The average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical Bid Opening should not be less than Rs. 12,57,623/-.</p> <p>*All the values are excluding GST.</p>	<p>(i) Audited Balance Sheet / Profit & Loss Account for the three preceding financial years i.e .2022-23, 2023-24 and 2024-2025.</p> <p>(ii) In case above is not available, then certificate from practising 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 and 2024-2025.</p> <p>(iii) In case above are not available, then audited Balance Sheet / Profit & Loss Account for the three consecutive financial years preceding the last financial year i.e., 2021-22, 2022-23 & 2023-24 along with Annexure 12 & 13.</p> <p>(iv) In case above are not available, the certificate from practicing CA / SA certifying the annual turnover for the three consecutive financial years preceding the last financial year i.e., 2021-22, 2022-23 & 2023-24 along with Annexure 12 & 13.</p> <p>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.</p>



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

1.1.7.2 Documents for PQC:

1.1.7.2.1 BIDDER MUST SUBMIT ANNEXURE-12 of SECTION VI with complete details and all the terms mentioned in the form of note in annexure 12 shall be strictly followed. If the data is not provided in the same, HURL reserves the right to reject the bid. The bidder shall be obligated to furnish an amended copy of the work order in the event that the executed value specified in the completion certificate surpasses the original order value. Failure to comply with this requirement shall grant HURL the right to disqualify the order, and no claims shall be entertained with respect to such occurrences.

1.1.7.2.2 The 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.

1.1.7.2.3 The bidder is required to provide all requisite shortfall documents to HURL through the portal, as outlined in the PQC criteria. Bidders are explicitly instructed that HURL will not engage in seeking clarification from the order-issuing organization regarding the verification of submitted documents. HURL holds no responsibility for obtaining confirmation from the order issuing organization. Failure to submit the necessary shortfall documents will lead to the rejection of the bid, and no claims will be entertained on this ground.

2.0 HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.

3.0 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.

4.0 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 of such person needs to be furnished along with bid. The Power of Attorney to be submitted on Rs. 100/- Non-judicial Stamp paper or on Legal Notary (Duly Notarized).**

5.0 Bidders are required to submit detailed work orders (similar in nature as defined) along with the work completion certificate endorsed by the client, containing details such as value, quantity, GST, work order reference, actual date of completion, etc. These documents are necessary to fulfill the PQ criteria mentioned and must be submitted with the technical bid. As part of our standard bid evaluation process, HURL reserves the right to request bidders to provide supporting documents for the purpose of verifying the authenticity of bid documents, as well as the information related to quantity, value, or any other relevant details provided in the submitted bid documents. These may include TDS, GSTR forms, Form 26AS, manufacturing license, plant design capacity, production details and other relevant documents. It is important to note that failure to submit the required documents within the stipulated time frame may result in the rejection of the bid.

6.0 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 (PO issuing company



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/Engineer In Charge) regarding executed value with GST details, date of completion etc., shall also be accepted towards fulfilment of PQC, if same is submitted along with completion certificate.

- 7.0 Completion certificate submitted by the bidders shall have clarity with respect to whether GST is included/ excluded in the supplied value, towards fulfilment 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 GST) along with delivery completion certificate.
- 8.0 If no clear documents as mentioned above regarding GST / Duties component included/ extra/ not applicable with respect to the supplied value mentioned in delivery completion certificate is submitted by the bidder & In case GST/duties amount / component is also not specified in the submitted delivery completion certificate, then the amount equivalent to rate of applicable GST/ duties as considered by HURL for the subject tender shall be deducted from the value of material supplied mentioned in the completion certificate to arrive at the value of the supplied material without GST/ duties.
- 9.0 The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.
- 10.0 In case of sub contract orders, credential as sub-contractor for above PQC shall be considered only when such work orders for sub contract have been issued with approval or written permission of end user/ owner/ consultant of the owner of the contract from the scope of work of which contractor under the contract has sub contracted a part of or entire work under such work order. In this regard, the bidder has to submit a certificate from the end user/ owner/ consultant of the owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. Based on such Sub contracted portion of the job actually executed by the bidder as subcontractor, PQC evaluation shall be done i.e. In case only part job is subcontracted, similar job & executed value etc. for the part job only shall be considered for PQC and not the full job. Work completion date shall be considered for deciding the period of work experience.
- 11.0 Bidder should submit the Shortfall documents as requested in the portal. If Bidder do not respond to the shortfall, HURL reserves the right to evaluate without shortfall documents considering the available bid documents and in such case no bidder/ intending bidder shall have any claim arising out of such action.
- 12.0 **Contract Duration:** 15 days the date of issue of LOI/ Purchase Order.
- 13.0 **Performance Bank Guarantee:** Bidder must deposit PBG 5% of the contract value upon issue of LOI/PO.
- 14.0 **Reverse Auction:** Applicable.
- 15.0 HURL reserves the right to accept or reject any or all offers/applications without assigning any reasons thereof.
- 16.0 **Payment Terms:** Payment for the antivirus solution will be made as per below.
- Payment shall be made on the basis of actual licenses deployed.
 - No escalation or price variation shall be applicable on the awarded rates due to any increase or decrease in quantities during the contract period.
 - All licenses shall have the same expiry date, and payment shall be made on a pro-rata basis as and when the licenses get activated.



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- d. Payment will be processed within 30 days against submission of the invoice and the acceptance certificate issued by the Engineer-In-Charge (EIC).



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17.0 Address for Communication:

Sh. Amit Parate 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 -10092 EPBAX No: 011-2250 2267/ 2268 Email: amitbhagwanparate@hurl.net.in	Sh. Umang Sinha Chief 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 – 11009 EPBAX No: 011-2250 2267/ 2268 Email: umangsinha@hurl.net.in
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SECTION-II

INSTRUCTIONS TO BIDDERS

(ITB)



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1.0	Introduction	<p>Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>												
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the GeM website / NIT.</p>												
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><tr><td>Section-I</td><td>Notice Inviting Tender (NIT)/ Tender Enquiry/ Invitation for Bid (IFB)</td></tr><tr><td>Section-II</td><td>Instruction to bidder (ITB)</td></tr><tr><td>Section-III</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section-IV</td><td>Standard Conditions of Contract (SCC)</td></tr><tr><td>Section-V</td><td>Technical specifications & Scope of work</td></tr><tr><td>Section-VI</td><td>Forms and Procedures</td></tr></table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	Section-I	Notice Inviting Tender (NIT)/ Tender Enquiry/ Invitation for Bid (IFB)	Section-II	Instruction to bidder (ITB)	Section-III	General Conditions of Contract (GCC)	Section-IV	Standard Conditions of Contract (SCC)	Section-V	Technical specifications & Scope of work	Section-VI	Forms and Procedures
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4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>The offers submitted by MSE, shall be considered in accordance with Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy (if any) must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST & or Women Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, HURL reserve the right to cancel the 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>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> <ol style="list-style-type: none"> Award shall be given to L1 bidder if L1 bidder is an MSE. 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. 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>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>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.</p>
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		<p>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</p> <p>i) 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. CGDL-E-18102022-239737 dated 18th Oct 2022 and any other relevant govt notifications issued from time to time.</p> <p>Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended.</p>
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5.0	Cost of Bidding	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
6.0	Representation on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Representation tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for Representation or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the reply under Representation tab at e-tender i.e., GeM website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Representation 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 Representation, it shall do so and upload the amendments in the tender on the e-tender portal.</p>



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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	<p>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.</p>
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>



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<p>10.0</p>	<p>Documents Comprising the Bid</p>	<p>The Bid shall comprise of following components:</p> <p>Technical Bid:</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <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 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 / Pre-Qualification Criteria (PQC). 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 (Preference to Make in India). l) Affidavit Deposing Compliance of Clause 5 of Notice Inviting Tender (NIT). m) Any other document asked for in the Bidding Documents. <p>Price Bid:</p> <p>The details of price components of the scope of work are specified in the BOQ Provided in the tender and the total estimated value of the work for the contract period is calculated.</p>
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		<p>Bidders are advised to quote their offer price for the total value of the contract (including GST). The calculation of Total contract value should be done by proportionately decreasing / increasing all the components of the BOQ. Upon the completion of the e-auction, the percentage of decrease / increase should be calculated as below:</p> <p>Percentage of Increase / Decrease (+/- %) = (Quoted Price – Estimated Price as per BOQ) / Estimated price as per BOQ.</p> <p>This percentage should be uniformly applied to all the components of BOQ to derive break-up of the total quoted price.</p> <p>Bidder may kindly furnish the Price break-up of the total quoted price (With and Without GST as per BOQ) immediately upon completion of the e-auction.</p>
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.
14.0	<p>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</p> <p>i. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs</p> <p>or</p> <p>b) in the form of Demand Draft in favour of <i>Hindustan Urvarak & Rasayan Limited</i>, Payable at New Delhi.</p>	



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or

c) in the form of an irrevocable bank guarantee.

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty- five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

ii. 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.

iii. 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.

iv. The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:

a) If the Bidder withdraws or varies its bid during the period of Bid validity.

b) If the Bidder does not accept the Arithmetical correction of its Bid Price

c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.

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

(i) to sign the Contract Agreement

(ii) to furnish the required Security Deposit

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

f) if the Bidder withdraws/ amends, impairs, and derogates from the tender.

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

vi. 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.



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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.

vii. RTGS / NEFT details of HURL as under:

Account Name: Hindustan Urvarak & Rasayan Limited

Account no: 41288344914

IFSC code: SBIN0004803.

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

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

Exemption from submission of EMD:

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

Any bidder seeking EMD exemption **must** mention the same in the on-line bid under EMD Offline payment by selecting the correct option and also upload the exemption document (MSME certificate). In case a Bidder, who is seeking exemption, does not request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall liable to be rejected.



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15.0	Performance Security / Performance Bank Guarantee (PBG)	<p>Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below. CPG may be submitted in any of the following forms:</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>
16.0	Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p> <p>Name of Beneficiary of Bank Guarantee: Name of the Bank: State Bank of India Account Name-Hindustan Urvarak & Rasayan Limited Account no-41288344914 IFSC code- SBIN0004803. 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>



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17.0	Ineligibility For Future Tenders	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/ Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidders and they shall be treated ineligible for participation in re-tendering of this particular package. The re-tendering of such case shall be done on Risk & cost of the bidder.</p>
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18.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid as per GeM Bid Document A bid valid for a shorter period shall be liable for rejection by EMPLOYER as being non- responsive. In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
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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 duly stamped & signed by the Bidder to bind him to the contract.</p> <p>Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.</p>
21.0	Submission of Bids	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	PHYSICAL BID	
	EMD	<p>The Bidder shall furnish, as part of his bid, an Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT _____ NO. _____ DATED _____ FOR _____ (NAME OF PACKAGE) _____ DUE ON _____ (DATE OF BID OPENING) FROM ... (NAME OF THE BIDDER).”</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>



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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-17 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD. Signed, Stamped and Scanned copy of Certificates like 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)



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		<p>g) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., Clause 1.1.7 of NIT.</p> <p>h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section VI)</p> <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 (Preference to Make in India). (Enclosed as Annexure-7 & 14 to Forms and Procedures i.e., Section VI).</p> <p>l) Signed, Stamped and Scanned copy of Affidavit Deposing Compliance of Clause 1.1.6 of Notice Inviting Tender (NIT). (Enclosed as Annexure-16 to Forms and Procedures i.e., Section VI)</p> <p>m) 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>
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21.2.2	Price Bid (COVER TYPE – FINANCE)	<p>Bidders are advised to quote their offer price for the total value of the contract (including GST).</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document. For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p> <p>The details of price components of the scope of work is specified in the BOQ provided in the tender and the total estimated value of the work for the contract period is calculated accordingly.</p> <p>The calculation of Total contract value should be done by proportionately decreasing / increasing all the components of the BOQ. Upon the completion of the e-auction, the percentage of decrease / increase shall be calculated as below:</p> <p>Percentage of Increase / Decrease (+/- %) = (Quoted Price – Estimated Price as per BOQ) / Estimated price as per BOQ.</p> <p>This percentage shall be uniformly applied to all the components of BOQ to derive break-up of the total quoted price.</p> <p>Bidder may kindly furnish the Price break-up of the total quoted price (With and Without GST as per BOQ) immediately upon completion of the e-auction.</p>
	Documents to be uploaded in the format stipulated in the tender (online).	
	Note:	<p>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.</p>



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22.0	Deadline for Submission of Bids	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/ NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
23.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
24.0	Opening of Bids	



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	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.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the GeM website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</p>



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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. 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>



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		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.
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27.0	Evaluation of Techno-Commercial Bids	<p>EMPLOYER will carry out a detailed evaluation of the Techno- Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/ deviations/ 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> <ol style="list-style-type: none"> In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct. In case of discrepancy between unit price and total price, the unit price will be considered as correct. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
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30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation of Bids	<p>a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</p> <p>c) To evaluate a Bid, HURL shall consider the following:</p> <ul style="list-style-type: none"> • The bid price as quoted as per Bill of Quantity (BOQ) • Price adjustment for correction of discrepancy. • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	Contacting the Employer	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	Employer's Right to Accept Any Bid and to Reject Any or All Bids	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.</p>



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



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		<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>
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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>



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<p>41.0</p>	<p>Restrictions on Procurement from a Bidder of a country which shares a land border with India</p>	<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 subcontract 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. 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’/Subsupplier’ 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>
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		<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> <ul style="list-style-type: none"> a. An entity incorporated, established, or registered in such a country; or b. A subsidiary of an entity incorporated, established, or registered in such a country; or c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>V. The beneficial owner for the purpose of clause “iv” above will be as under:</p> <ul style="list-style-type: none"> 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>Explanation-</p> <ul style="list-style-type: none"> 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.
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		<p>b) "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. 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>
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.



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Annexure-1 to ITB

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-17 of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.	
4	Signed, Stamped and Scanned copy of Certificates like 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 / Pre-Qualification Criteria (PQC) i.e., Clause 1.1.7 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).	



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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 (Preference to Make in India). (Enclosed as Annexure-7 & 14 to Forms and Procedures i.e., Section VI).	
12	Signed, Stamped and Scanned copy of Affidavit Deposing Compliance of Clause 1.1.6 of Notice Inviting Tender (NIT). (Enclosed as Annexure-16 to Forms and Procedures i.e., Section VI)	
13	Any other document asked for in the Bidding Documents.	

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



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Annexure 2 to ITB

A.	Reverse Auction	<ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 4. The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each item of BOQ component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder. 5. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder(s) after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. In no case the price of individual item can exceed the price arrived at after RA as per procedure brought out above. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the breakup, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the breakup given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. All calculations will be done up to two decimal places. In no case the total amount of the revised BOQ to be higher than the amount received after RA. In case the amount with revised BOQ exceeds the amount received after reverse Auction, then rounding off (in the decimal places) in the unit rates shall be done in a manner that the total
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		value does not exceed the total RA price. Such derived rates shall be binding on the successful Bidder.
		Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on GeM website.



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



SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)



HINDUSTAN URVARAK & RASAYAN LIMITED

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The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.		
1	Definitions & Terminology	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		“Employer” / “Owner” means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.
		“Contract” means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
		“Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor: <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
		“GCC” means the General Conditions of Contract hereof. “SCC” means the Special Conditions of Contract. “Day” means calendar day of the Gregorian Calendar. “Week” means a continuous period of seven (7) calendar days. “Month” means calendar month of the Gregorian Calendar.
		“Completion” means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.



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	<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 Services, exclusive of GST.</p>
	<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-inCharge” 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>



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		<p>Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>
2	Order of the precedence of the documents	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> Contract Agreement and the Appendices Purchase Order/Service Order along with its annexures. Amendment to Bidding Documents Special Conditions of Contract Technical Specifications including Scope of Work General Purchase Conditions The Bid and BOQ submitted by the Supplier Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity, or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p>
3	Singular and Plural	<p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p>



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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.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
8	Assignment	<p>Neither the Owner nor the Contractor shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.</p>



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9	Authorized Representatives	<p>Engineer-in-Charge</p> <p>If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.</p>
10	Contractor's Authorised Representative	<p>Contractor's Representative</p> <p>If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall 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</p>



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		<p>person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.</p>
11	Relation between the Parties	<p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
12	Location	<p>The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.</p>
13	Taxes & Duties	<p>Contractor shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening or as per the rate mentioned by the bidder. 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</p>



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		<p>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.



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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.



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23	Limitation of Liability	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors, or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
24	Liability of the Contractor	<p>The Contractor shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <p>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Contractor.</p> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software, and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by</p>



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		the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
25	Insurance to be taken out by the Contractor	<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>



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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>



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31	Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
32	Liquidated Damage (LD) for Delay	As per Special Conditions of Contract (SCC) / Technical Specification. In case, LD is not covered in SCC, the GeM LD condition shall prevail.
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 ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below. CPG may be submitted in any of the following forms:</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>



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35	Force Majeure	<p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p> <p>CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.</p> <p>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future</p>
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		<p>implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>CONTRACTOR and OWNER shall endeavour to prevent, overcome, or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <ul style="list-style-type: none"> (a) Constitute a default or breach of the CONTRACT, Or (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances. <p>Force Majeure is no one's fault; therefore, each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
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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>
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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, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
38	Suspension	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> i. On account of any default on part of the Contractor. ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor. iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor. <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in</p>



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		<p>additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>
39	Termination for Default	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing. (b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations, or interests of the Owner and which the Contractor knows to be false. (c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this Sub-Clause: "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>



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40	Termination for Insolvency	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Owner becomes bankrupt or otherwise insolvent. (b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
41	Termination for Convenience	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
42	Termination because of Force Majeure	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
43	Cessation of Services	<p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
44	Payment upon Termination	<p>Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.</p>



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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 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</p>



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	<p>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> <p>(i) in accordance with the following rules of procedure:</p> <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. <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. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
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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 in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>
IMPORTANT NOTE		<p>The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.</p>



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SECTION-IV

SPECIAL CONDITIONS OF THE CONTRACT (SCC)



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

SCC Clause	Reference Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract or additional clauses
1	Qualifying Requirements / Pre-Qualification Criteria (PQC)	As per clause 1.1.7 of Section 1 i.e., NIT (Notice Inviting Tender).
2	Bid Validity	Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected.
3	Bid Evaluation	<p><u>Pre-Qualification Evaluation</u></p> <p>HURL, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of Pre- Qualification Criteria stipulated in clause 1 of SCC.</p> <p>An affirmative determination of meeting the Pre- Qualification Criteria will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event HURL will not open the Price Bid of the concerned bidder and his EMD shall be returned.</p> <p><u>Technical Bid Evaluation</u></p> <p>Bids shall be scrutinized on Techno-Commercial parameters based on the documents as mentioned in Annexure-1 to ITB. Bidders are required to submit fully compliant bid. The bidders are required to furnish no deviation certificate in conformity to same. The bidder who has not submitted / furnished such certificate, their price bid shall not be opened. The PRICE BID</p>



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	<p>shall be opened only of those bidders whose bid would have been considered techno- commercially accepted. Conditional bid will not be accepted</p> <p><u>Price Bid Evaluation</u></p> <p>The lowest evaluated price of the technically qualified bidder shall be considered for initiating of Reverse Auction (RA) Process and the Lowest Received Price of the bidder after the completion of Reverse auction shall be considered for award.</p> <p>Reverse Auction (RA) Process shall be conducted on the total quantity of BOQ.</p> <p>The financial comparison for selection of Lowest (L-1) Bidder after reverse auction shall be done based on the total derived price of all the items mentioned in BOQ/SOR. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award.</p> <p>The L1 bidder needs to submit the break-up of the unit price for the total value mentioned in the reverse auction.</p> <p>Final Quoted value (upon selection of (+/-) Percentage in BOQ) of the L1 bidder after reverse auction shall be as follows:</p>
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		<p>= (Final Amount of the L1 bidder after RA – Estimated Amount of BOQ)/ (Estimated Amount of BOQ)</p> <p>Note:</p> <p>a) <u>The quantity/slab wise quantity mentioned in the BOQ are indicative / estimated only which are given for purpose of evaluation.</u></p> <p>b) <u>L1 position shall be arrived with the estimated quantity.</u></p> <p>The successful bidder needs to submit the price break-up in the BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder after reverse auction.</p> <p>The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder.</p> <p>However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p> <p>The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.</p>
4	Award Criteria	<p>The Lowest Received Price of the bidder after the completion of Reverse auction and negotiation shall be considered for award on L1 bidder.</p> <p>However, HURL reserves the right to negotiate price with L1 bidder.</p> <p>Rate Contracts shall be awarded to the successful L1 bidder. The limiting value of the rate contract shall be total value (excluding GST) of L1 bidder arrived at considering the quantities indicated in the BOQ for the purpose of evaluation. The quantity against individual items in the rate contract can vary to any extent within limiting value of the contract.</p> <p>Letter of Award / Purchase Order and Rate Contract shall have the same meaning.</p>
5	Contract Period	15 days from the date of issue of LOI/Start of work (which one is later).



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6	Payment Terms & Documents required for Payment	<p>Payment for the antivirus solution will be made as per below.</p> <ol style="list-style-type: none"> Payment shall be made on the basis of actual licenses deployed. No escalation or price variation shall be applicable on the awarded rates due to any increase or decrease in quantities during the contract period. All licenses shall have the same expiry date, and payment shall be made on a pro-rata basis as and when the licenses get activated. Payment will be processed within 30 days against submission of the invoice and the acceptance certificate issued by the Engineer-In-Charge (EIC). <p>The following Documents required for Payment Processing:</p> <ol style="list-style-type: none"> Copy of Work Order, Executed Contract Agreement, and Bank Guarantee Agreement to be submitted along with the first Running Account (RA-1) bill. Monthly Tax Invoice in compliance with the GST Act, clearly mentioning the services availed as per BOQ and period, duly certified by EIC. Service Completion Report detailing the nature and period of services rendered, duly certified by the Engineer-in-Charge (EIC) along with confirmation regarding handover of photographs (both soft copy and hard copy as applicable) be handed over to EIC. <p>Further for the final RA bill, the following certified documents shall be submitted as applicable:</p> <ol style="list-style-type: none"> Contract Completion Certificate No Dues Certificate Other Statutory/Contractual Compliance Certificates duly shared by HURL EIC. <ol style="list-style-type: none"> 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. Price Basis: Shall be firm till the completion of the contract for work. TDS shall be deducted as per the statutory norms. HURL's total sales turnover has exceeded Rs. 10 crores during the FY 2024-25. Consequently, we now qualify as a buyer under section 194Q of the Income Tax Act, and it is mandatory for us to deduct tax at a rate of 0.1% on the purchase of any goods with a value exceeding fifty lacs in the financial year or the aggregate of such value. All suppliers or contractors to discontinue the collection of tax (TCS) on all sales invoices. HURL will deduct tax at a rate of 0.1% TDS under section 194Q of the Income Tax Act. <p>The contractor shall ensure timely submission of GSTcompliant tax invoices and other relevant documents in accordance with the provisions of the Goods and Services Tax Act, 2017. The tax invoice must be submitted within the prescribed time limit as per Section 16 of the CGST Act, 2017, to enable the purchaser to claim Input Tax Credit (ITC) in the</p>
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		<p>relevant tax period. Any delay or failure in submitting invoices shall be treated as non-compliance, and may result in withholding of payments, extension of PBG validity, and other contractual actions in addition to statutory penalties under GST and other applicable Acts.</p> <p>Additionally, failure to submit the tax invoice in time or delay in uploading the invoice on the GST portal, which results in denial or delay in claiming ITC by the HURL, shall make the contractor/supplier liable for the amount equivalent to such ITC loss. HURL reserves the right to deduct the amount of ineligible/delayed ITC from any payment due to the supplier or recover it separately.</p>
7	Defect Liability Period	Not Applicable under this contract.
8	Governing Laws GCC CLAUSE 6	As per GCC.
9	Effective Date GCC CLAUSE 14 & 15	Effective Date of contract shall be from the date of handover of site.
10	Commencement of Services GCC CLAUSE 16	As per GCC
11	Insurance to be taken out by the Contractor	<p>The contractor is required to take insurance cover for all risks involved in the execution of the scope of work including the following coverage:</p> <p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party liability insurance. (b) Personal Accident coverage and other job (c) The contractor must provide insurance coverage for all their workers for death or bodily injury or occupational disease that may arise out of or in the course of employment, in accordance with statutory requirements and wherever applicable. The necessary insurance(s) to cover the risk of accidents resulting in the loss of life, material, etc., to the crew or third party, must also be arranged by the contractor at their cost. All contractor equipment is solely at the contractor's risk. (d) The contractor must insure all their personnel employed for the execution of (the work against any personal injury that may result from the execution of the work, and provide satisfactory evidence to the owner/consultant that such insurance is in force, wherever applicable. (e) The contractor must take out a workers' compensation policy and an ESIC policy for the deputed manpower, and the charges are deemed to be included in the quoted price wherever applicable or as per statutory compliance. Any additional insurance required during the execution of



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		<p>the work is the responsibility of the contractor. The contractor must arrange transit insurance coverage for all risks associated with the transportation of materials from the source to the destination. Any additional insurance required during the execution of the work, such as for the supply of materials, is also the responsibility of the contractor, and the insurance charges are deemed to be included in the quoted price.</p> <p>(f) When installation services are needed, the contractor must obtain all necessary insurance for their manpower/field service engineers and comply with all statutory requirements. HURL will not be liable for the contractor's insurance. The contractor must properly cover and protect any part of the work that may be susceptible to damage due to exposure to weather, and take every reasonable precaution against accidents or injury to the work from any cause. All contractor equipment will be at the sole risk of the contractor. Insurance coverage for the manpower entering the plant premises for the delivery of the item is the responsibility of the contractor.</p> <p>(g) Any other insurance required during the execution of work.</p>
12	Contractor's Actions Requiring Owner's Prior Approval GCC CLAUSE 26	As per GCC



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13	Signing of Contract Agreement	<p>The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma (enclosed as Annexure-11 to Section VI i.e., Forms and Procedures) with the Company within 30 (thirty) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.</p> <p>Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.</p> <p>Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>
14	NOTICE OF DEFAULT	<p>In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with.</p> <ol style="list-style-type: none"> 1) 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. 2) 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.

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15	Quantity Variation	<p>HURL does not guarantee any off take against the rate contract & vendor will not have any claim whatsoever in this regard.</p> <p>The limiting value may vary up to 30% (+/-) of contract value at the discretion of HURL subject to approval of competent authority.</p>
16	Performance Security / Performance Bank Guarantee (PBG)	<p>Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Value with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi. An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed. <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
17	Penalty / Liquidated Damage (LD) for “non-commencement or delay in completion of work” and “delay in delivery after dispatch”.	<p>In the event that the Vendor fails to deliver the material on or before the scheduled or extended delivery period, as per the delivery schedule issued by the Engineer-in-Charge (EIC) of HURL, HURL shall be entitled to deduct or recover liquidated damages for such delay.</p> <ul style="list-style-type: none"> The rate of liquidated damages shall be 0.5% of the supply value per week of delay, Subject to a maximum of 5% of the supply value of the quantity remaining undelivered against the given delivery schedule. No liquidated damages shall be levied if the delay is attributable to force majeure conditions, duly notified and accepted by HURL.



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18	Release of Performance Bank Guarantee (PBG)	The PBG shall be returned only after successful completion of the contract, including the applicable Defect Liability Period (DLP), and upon submission of all invoices corresponding to the services availed under the contract. In the event of non-submission of invoices for services actually rendered, it shall be treated as non-compliance. Accordingly, the validity of the PBG shall be extended to cover such pending obligations.
19	Reverse Auction	Applicable

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SECTION-V

(TECHNICAL SPECIFICATIONS

SCOPE OF WORK AND OTHER TERMS & CONDITIONS)



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SCOPE OF SUPPLY

FOR

ANTIVIRUS

(XDR- Extended Detection and Response)



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I. INTRODUCTION

1. **General Overview:** Hindustan Urvarak & Rasayan Limited (HURL) was incorporated on 15th June 2016 as a joint venture company by Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.

HURL operates three plants in India situated in Gorakhpur (Uttar Pradesh), Barauni (Bihar), and Sindri (Jharkhand), with its headquarters located in Delhi.

The prime objective of HURL is to establish and operate state of the art environment friendly and energy efficient Natural Gas based new Fertilizer Complexes (Ammonia-Urea) of 2200 MTPD Ammonia and 3850 MTPD Urea (1.27 MMTPA neem coated urea) at each of the three locations, and simultaneously market their products, thus spurring economic growth in the eastern India.

2. **Limit of Contract:** It shall be the responsibility of the bidder/Vendor/SI (System Integrator) to include all hardware, software components/ modules and services, whether specified or otherwise, that would be required to meet the intent and requirements of providing a total solution to HURL within his quoted price. The EIC decision shall be final and binding.

3. **Information to be furnished by the bidder:** The Bidder/Vendor/SI must furnish complete information asked for in the bidding document, complying explicitly with all the clauses/requirements in the bidding document. Incomplete information/bid may lead to rejection of the bid. The Bidder/Vendor/SI must furnish the requirements/ specifications in this document.

HURL reserves the right to verify/ confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation/ assessment, if any information furnished by the bidder is found to be false/ incorrect, their total bid will be rejected and correspondence on the same shall not be entertained.

I. SCOPE OF SUPPLY

1. **The successful bidder shall be responsible for the following:**

- Supplying, installing, and configuring a licensed Antivirus solution for all identified systems.
- Ensuring real-time protection against viruses, malware, ransomware, spyware, and other cyber threats.
- Providing centralized management and monitoring capabilities, including reporting and alerting features.
- Configuring automatic updates for virus definitions and software patches.
- Performing an initial full system scan on all protected devices and resolving detected threats.
- Ensuring compatibility with existing operating systems and applications.
- Providing documentation covering installation, configuration, and operational procedures.
- Conducting training for designated administrators or IT staff.
- Providing technical support during the implementation phase and warranty period.
- Ensuring compliance with applicable cybersecurity standards and best practices.



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- Configuring Policies as per requirement, like USB Block, Application allow or block Configuration etc.

II. TECHNICAL SPECIFICATIONS

1. The antivirus must meet or exceed the following specifications:

DESCRIPTIONS	COMPLY/ NOT COMPLY
MITRE ATT&CK Evaluation <ul style="list-style-type: none">The proposed solution should have 100% detection in the MITRE ATT&CK® Evaluations: Enterprise, 2025	
Integrated Management <ul style="list-style-type: none">Management console should be cloud based for ease of access, but at the same time should be hosted within Indian Jurisdiction i.e OEM should mandatorily have data center hosted in India.	
<ul style="list-style-type: none">All settings for these products MUST be configured from a Central Dashboard without the need to access additional consoles.	
<ul style="list-style-type: none">Separate Endpoint Protection (Windows Client OS/Mac), agents must all be managed and configured from a central cloud management console.	
<ul style="list-style-type: none">Separate Server Protection License (Windows Server/Linux OS), manageable through the same management console.	
<ul style="list-style-type: none">The admin console must have an Account Health Check section where you can see whether you're using all the protection features included in your license.	
<ul style="list-style-type: none">The Account Health Check must show scores for your account health. These must reflect whether your devices or policies are using recommended, secure settings.	
<ul style="list-style-type: none">Must have a Threat Analysis Dashboard that includes multiple interactive data visualizations (widgets) focused on providing easy access to actionable data to increase efficiencies.	
<ul style="list-style-type: none">All widgets must include context-aware click-throughs taking you directly to the pre-filtered detection detail.	
<ul style="list-style-type: none">The Threat Analysis Dashboard must contain visualization of the following data:<ul style="list-style-type: none">Total detectionsTotal detection countMITRE TTPRecent detections	
<ul style="list-style-type: none">Interactions with each widget must have the following actions:<ul style="list-style-type: none">Filter relevant attributesAdjust time rangesContext-aware click-throughs that open in separate browser tabs	
SIEM Integration	



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<ul style="list-style-type: none"> Must have the capability to extract events and alerts information from the Cloud Dashboard to a local SIEM. 	
API for Endpoint Management	
<ul style="list-style-type: none"> Must have APIs offered as RESTful HTTP endpoints over the public internet. 	
<ul style="list-style-type: none"> APIs must have the capability to query tenants, enumerate and manage endpoints and servers, and query alerts and manage them programmatically. 	
<ul style="list-style-type: none"> Must have an API that can run os query against endpoints connected to the admin console. 	
<ul style="list-style-type: none"> Must have an API that can run XDR queries against the Data Lake. 	
Role Management	
<ul style="list-style-type: none"> Must have the capability to allow the separation of estate management to different administrator login. 	
<ul style="list-style-type: none"> Must provide admins the capability to assign predefined administrative roles to users who need access to the Admin Console. 	
<ul style="list-style-type: none"> Must be able to create custom roles and assign the products and access needed. 	
Policies	
<ul style="list-style-type: none"> Selected policies should be able to be applied to either users or devices. Policies must have the capability to be disabled automatically based on a scheduled time and date. 	
Enhanced Tamper Protection	
<ul style="list-style-type: none"> Must have the capability to prevent local administrative users or malicious processes from disabling the endpoint protection. 	
<ul style="list-style-type: none"> Must have the capability to prevent the following actions on the endpoint protection solution: <ul style="list-style-type: none"> Stopping services from the Services UI Kill services from the Task Manager UI Change Service Configuration from the Services UI Stop Services/edit service configuration from the command line Uninstall Reinstall Kill processes from the Task Manager UI (desired) Delete or modify protected files or folders Delete or modify protected registry keys 	
Threat Protection	
<ul style="list-style-type: none"> Must protect against multiple threats, both known and unknown, and provide a trusted and integrated approach to threat management at the endpoint. 	
<ul style="list-style-type: none"> Must protect endpoint systems against viruses, spyware, Trojans, rootkits, and worms on workstations and laptops regardless of their nature or the concealment mechanisms used. 	



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<ul style="list-style-type: none"> Must protect against threats related to executable files, as well as document files containing active elements such as macros or scripts. It must protect against exploits resulting from discovery (whether published or not) of security flaws in systems or software. 	
<ul style="list-style-type: none"> Must protect against threats related to executable files, as well as document files containing active elements such as macros or scripts. It must protect against exploits resulting from discovery (whether published or not) of security flaws in systems or software. 	
<ul style="list-style-type: none"> Must have the capability to 'lookup' files in real-time to verify if they are malicious. This feature checks suspicious files against the latest malware in the vendor's Threat Intelligence database in the cloud. 	
<ul style="list-style-type: none"> Must have the capability to do real-time scanning of local files and network shares the moment the user tries to access them. Access must be denied unless the file is healthy. 	
<ul style="list-style-type: none"> Must have the capability to do real-time scanning of end-users Internet Access. It must monitor and classify the Internet websites according to their level of risk and make this technology available to endpoint systems. A site known to host malicious code or phishing sites must be proactively blocked by the solution to prevent any risk of infection or attack against a flaw of the browser used. The solution must carry out checks against a database of compromised websites that are constantly being updated with new sites identified per day. 	
<ul style="list-style-type: none"> Must protect managed systems from malicious websites in real-time, whether end-users work within the company or outside the company's secure network - at home or through public Wi-Fi. All browsers on the market must be supported (Internet Explorer, Firefox, Safari, Opera, Chrome, etc.) 	
Anti-rootkit Detection	
<ul style="list-style-type: none"> Must identify a rootkit when reviewing an element without overloading the endpoint system. Rootkits must be proactively detected. 	
Suspicious Behavior Detection	
<ul style="list-style-type: none"> Must be able to protect against unidentified viruses and suspicious behavior. 	
<ul style="list-style-type: none"> Must have both pre-execution behavior analysis and runtime behavior analysis. 	
<ul style="list-style-type: none"> Must be able to identify and block malicious programs before execution. 	
<ul style="list-style-type: none"> Must be able to dynamically analyze the behavior of programs running on the system and detect then block activity that appears to be malicious. This may include changes to the registry that could allow a virus to run automatically when the computer is restarted. 	
<ul style="list-style-type: none"> Must provide protection against buffer overflow attacks 	
Scanning	



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<ul style="list-style-type: none"> • Must provide a scheduled scanner to run depending on the selected frequency or by manually triggering through Windows Explorer to scan the specified directories (local, remote or removable), with analysis parameters used, which may be different from the ones selected for real-time protection. 	
<ul style="list-style-type: none"> • Must have the capability to scan archives such as zip, cab, etc. which can be enabled via policy settings. 	
Advanced Deep Learning Mechanism	
<ul style="list-style-type: none"> • The system must have light speed scanning; within 20 milliseconds, the model shall able to extract millions of features from a file, conduct deep analysis, and determine if a file is benign or malicious. This entire process happens before the file executes. 	
<ul style="list-style-type: none"> • Must be able to prevent both known and never-seen-before malware, likewise must be able to block malware before it executes. 	
<ul style="list-style-type: none"> • Must protect the system even when offline and will not rely on signatures. 	
<ul style="list-style-type: none"> • Must classify files as malicious, potentially unwanted apps (PUA) or benign. Deep learning must also focus on Windows portable executables. 	
<ul style="list-style-type: none"> • Able to perform new Zero days threat scanning offline (without internet). 	
<ul style="list-style-type: none"> • Must be Smarter - should be able to process data through multiple analysis layers, each layer making the model considerably more powerful. 	
<ul style="list-style-type: none"> • Must be scalable - should be able to process significantly more input, can accurately predict threats while continuing to stay up-to-date. 	
<ul style="list-style-type: none"> • Must Lighter - model footprint shall be incredibly small, less than 20MB on the endpoint, with almost zero impact on performance. 	
<ul style="list-style-type: none"> • The deep learning model shall be trail and evaluate models end-to-end using advanced developed packages like Keras, TensorFlow, and Scikit-learn. 	
<ul style="list-style-type: none"> • Exploit Prevention/Mitigation must detect and stop the following known exploits: <ul style="list-style-type: none"> ○ 1) Enforcement of Data Execution Protection (DEP) Prevents abuse of buffer overflows 	
<ul style="list-style-type: none"> ○ 2) Mandatory Address Space Layout Randomization (ASLR) Prevents predictable code locations 	
<ul style="list-style-type: none"> ○ 3) Bottom-up ASLR Improved code location randomization 	
<ul style="list-style-type: none"> ○ 4) Null Page (Null Dereference Protection) Stops exploits that jump via page 0 	
<ul style="list-style-type: none"> ○ 5) Heap Spray Allocation Reserving or pre-allocating commonly used memory addresses, so they cannot be used to house payloads. 	
<ul style="list-style-type: none"> ○ 6) Dynamic Heap Spray Stops attacks that spray suspicious sequences on the heap 	



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○ 7) Stack Pivot Stops abuse of the stack pointer	
○ 8) Stack Exec (MemProt) Stops attacker's code on the stack	
○ 9) Stack-based ROP Mitigations (Caller) Stops standard Return-Oriented Programming attacks	
○ 10) Branch-based ROP Mitigations (Hardware Augmented) Stops advanced Return-Oriented Programming attacks	
○ 11) Structured Exception Handler Overwrite Protection (SEHOP) Stops abuse of the exception handler	
○ 12) Import Address Table Access Filtering (IAF) (Hardware Augmented) Stops attackers that lookup API addresses in the IAT	
○ 13) LoadLibrary API calls Prevents loading of libraries from UNC paths	
○ 14) Reflective DLL Injection Prevents loading of a library from memory into a host process	
○ 15) Shellcode monitoring Detecting the adversarial deployment of shellcode involves multiple techniques to address things like fragmented shellcode, encrypted payloads, and null free encoding	
○ 16) VBScript God Mode Have the ability to detect the manipulating of the safe mode flag on VBScript in the web browser	
○ 17) WoW64 Must have the ability to prohibit the program code from directly switching from 32-bit to 64-bit mode (e.g., using ROP) while still enabling the WoW64 layer to perform this transition.	
○ 18) Syscall Stops attackers that attempt to bypass security hooks	
○ 19) Hollow Process Protection Stops attacks that use legitimate processes to hide hostile code	
○ 20) DLL Hijacking Gives priority to system libraries for downloaded applications	
○ 21) Application Lockdown Will automatically terminate a protected application based on its behavior; for example, when an office application is leveraged to launch PowerShell, access the WMI, run a macro to install arbitrary code or manipulate critical system areas; the solution must block the malicious action – even when the attack doesn't spawn a child process.	
○ 22) Java Lockdown Prevents attacks that abuse Java to launch Windows executables	
○ 23) Squiblydoo AppLocker Bypass Prevents regsvr32 from running remote scripts and code	
○ 24) CVE-2013-5331 & CVE-2014-4113 via Metasploit In-memory payloads: Meterpreter & Mimikatz	



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<ul style="list-style-type: none"> ○ 25) EFS Guard Can protect files that are encrypted with EFS from Encrypting File System attacks 	
<ul style="list-style-type: none"> ○ 26) CTF Guard Prevents abuse of the CTF subsystem 	
<ul style="list-style-type: none"> ○ 27) ApiSetGuard Helps prevent an application from side-loading a malicious DLL that poses as an ApiSet Stub DLL 	
<p>Process Protection</p> <ul style="list-style-type: none"> • Must be able to prevent the hijacking of legitimate applications by malware such as the following: <ul style="list-style-type: none"> ○ Process hollowing attacks ○ DLLs loading from untrusted folders ○ Credential theft ○ Code cave utilization ○ APC violation ○ Privilege escalation 	
<p>Malicious Traffic Detection (MTD)</p> <ul style="list-style-type: none"> • Must be able to detect communications between endpoint computers and command and control servers involved in a botnet or other malware attacks. 	
<p>Intrusion Prevention System (IPS)</p> <ul style="list-style-type: none"> • Must be able to prevent malicious network traffic with packet inspection (IPS). 	
<ul style="list-style-type: none"> • Must be able to scan traffic at the lowest level and block threats before harming the operating system or applications. 	
<p>Anti-Ransomware Protection</p> <ul style="list-style-type: none"> • Must have the ability for the encrypted files to be rolled back to a pre-encrypted state. 	
<ul style="list-style-type: none"> • Both Anti-Exploit and Ransomware protection does not need to have a Cloud Lookup to perform the detection. 	
<ul style="list-style-type: none"> • When the Anti-crypto function suspects that certain behavior is not in keeping with its intended process, the Data Recorder starts caching data while the said behavior is closely reviewed to identify if the application is legitimate or if the activity is warranted. 	
<ul style="list-style-type: none"> • The anti-crypto function shall look back at all the malicious file modifications made by that process and restores them to their original location. 	
<ul style="list-style-type: none"> • Should a ransomware infection managed to get in, detailed historical tracking of where the infection originated and how it propagated will be reported (RCA). 	
<ul style="list-style-type: none"> • Must be able to protect from ransomware that encrypts the master boot record and from attacks that wipe the hard disk. 	



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AMSI Protection <ul style="list-style-type: none"> Must be able to protect against malicious code (for example, PowerShell scripts) using the Microsoft Antimalware Scan Interface (AMSI). 	
<ul style="list-style-type: none"> Must be able to scan code forwarded via AMSI before it runs, and the applications used to run the code are notified of threats. If a threat is detected, an event is logged. 	
Data Loss Prevention (DLP) <ul style="list-style-type: none"> Must be able to monitor and restrict the transfer of files containing sensitive data 	
<ul style="list-style-type: none"> Must have the capability to create custom DLP policies or policies from templates. 	
<ul style="list-style-type: none"> Must have DLP policy templates that cover standard data protection for different regions. 	
Peripheral Control <ul style="list-style-type: none"> Must have the capability to control and restrict removable mass storage devices (USB sticks, CD Rom, USB external hard drives, iPods, MP3 players, etc.), as well as connection devices (Wi-Fi, Bluetooth, Infrared, Modems, etc.). 	
<ul style="list-style-type: none"> Must have the capability to add device exemptions either by Model ID or Instance ID. 	
Application Control <ul style="list-style-type: none"> Must have the capability to limit the applications needed for specific user groups. 	
<ul style="list-style-type: none"> Must be able to detect and block application categories that may not be suitable for use in an enterprise environment. 	
<ul style="list-style-type: none"> Must have 50+ application categories for commonly used applications. 	
Web Control <ul style="list-style-type: none"> Must be able to block risky downloads, protect against data loss, prevent users from accessing web sites that are inappropriate for work, and generate logs of blocked visited sites. 	
<ul style="list-style-type: none"> Must have security options to configure access to ads, uncategorized sites, or dangerous downloads. 	
<ul style="list-style-type: none"> Must provide the administrator the ability to define "acceptable web usage" settings (defined by categories) in order to control the sites on which users are allowed to visit. Admin must have control access to websites that have been identified and classified in their own categories. 	
<ul style="list-style-type: none"> Must have a data loss protection option that allows the administrator to control access to web-based email and file downloads, with choices of blocking the data, allowing data sharing, or customizing this choice. 	
Windows Firewall Policy <ul style="list-style-type: none"> Must be able to monitor and configure Windows Firewall on managed computers and servers using a Windows Firewall policy. 	



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<ul style="list-style-type: none"> Must be able to apply the Windows Firewall policy to individual devices (computers or servers) or groups of devices. 	
Root Cause Analysis <ul style="list-style-type: none"> Must have the capability to identify what happened, where a breach originated, what files were impacted, and provides guidance on how to strengthen an organization's security posture. 	
<ul style="list-style-type: none"> Must be able to record chain of events that occurred after an infection has been detected, enabling you to determine the origin of the infection, any resulting damage to assets, potentially exposed data, and the chain of events leading up to the halting of the infection. 	
<ul style="list-style-type: none"> Shall provide a summary of the event: What exploit was discovered, where the beacon event occurred (an asset), when it occurred, how the infection succeeded. Eg. "Outlook.exe." 	
<ul style="list-style-type: none"> Shall provide recommendations to address the problem: Things to look for post-attack. Eg. Aside from files being restored from encrypted ones, check browser settings to ensure no vulnerabilities were created as a result of the infections. 	
<ul style="list-style-type: none"> Activity Record allows administrators to add notes to the case. All case-related notes will be listed in this column. 	
<ul style="list-style-type: none"> There are also buttons to enable the admin to modify the status of the case (New, In Progress, Closed) and to set priority (Low, Medium, High). 	
<ul style="list-style-type: none"> Shall provide a tabular view of everything affected during the attack. Items can be filtered based on type — e.g., files, processes, registry keys. The administrator can view information about each item, e.g., Filename (victim file or malware agent), process ID, start/stop timestamp of the event. 	
<ul style="list-style-type: none"> Shall indicate the beginning of the root cause, charting out the series of events resulting from the attack as a collection of nodes. Each node contains specific information about files, processes, registry keys, etc. involved at that stage. The beacon event (marked with a blue dot) will be identified in the chain, but any events executed by the process identified as the beacon event will also be shown. 	
Block Applications <ul style="list-style-type: none"> Must have an option to immediately detect and remove potentially malicious Portable Executable (PE) files from protected computers in the environment. 	
<ul style="list-style-type: none"> Must have an option to block applications using their SHA-256 hash. 	
On-demand Threat Intelligence <ul style="list-style-type: none"> Must have an option to 'request intelligence' on suspicious files, which will upload the file to our malware research team for further analysis. 	
<ul style="list-style-type: none"> Must be able to provide a report summary of the machine learning analysis of a suspicious file. 	
<ul style="list-style-type: none"> Must be able to provide a summary report with a more in-depth analysis of a suspicious file to help you decide if it's malicious or clean. 	



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Endpoint Isolation <ul style="list-style-type: none">• Must have an option to 'manually isolate' protected endpoints from the network while investigating a threat case.	
<ul style="list-style-type: none">• Must have an option to 'automatically isolate' compromised endpoints from the network (not available on servers).	
Adaptive Active Adversary Protection <ul style="list-style-type: none">• Must have an Adaptive Active Adversary Protection feature that consists of a series of technique-focused behavioral rules intended to disrupt the actions of the threat actor, which is automatically on when the adversary is detected.	
<ul style="list-style-type: none">• Disrupt mode rules must only trigger on a device after other quite specific malicious protection events indicative of an active adversary.	
<ul style="list-style-type: none">• Disrupt mode rules should also add tactic, technique, and procedure (TTP) classifications that will be visible to the admin console.	
Critical Attack Warning <ul style="list-style-type: none">• Must be able to notify of an active estate-wide attack.	
<ul style="list-style-type: none">• Must detect high-impact indicators of an advanced attack in progress across multiple endpoints or servers in an environment.	
<ul style="list-style-type: none">• Must be able to send alerts to account administrators by email and mobile push notification (would require vendor mobile threat defense license).	
Forensic Data Export <ul style="list-style-type: none">• Must have an option to generate a Forensic Snapshot of a malicious activity that occurred on a protected endpoint.	
<ul style="list-style-type: none">• Must be able to convert the generated Forensic Snapshot into a format where advanced queries can be run, such as SQLite or JSON file format.	
<ul style="list-style-type: none">• Must have an option to enable audit of Windows Authentication events, which allows Forensic Snapshots to contain more information on logon events.	
<ul style="list-style-type: none">• Must have the capability to upload the forensic snapshot to an AWS S3 bucket.	
Live Query <ul style="list-style-type: none">• Must provide security analysts, and IT admins the ability to run SQL queries to answer almost any question they can think of across their endpoints and servers.	
<ul style="list-style-type: none">• Must be based on Osquery that allows administrators to understand the current running state of a device.	
<ul style="list-style-type: none">• Must be able to quickly discover IT operations issues to maintain IT hygiene and ask detailed questions to hunt down suspicious activity via SQL queries.	
<ul style="list-style-type: none">• Must use powerful, out-of-the-box, fully customizable SQL queries that can quickly search up to 90 days of current and historical on-disk data. Example use cases include:	



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<ul style="list-style-type: none"> ○ IT Operations <ul style="list-style-type: none"> ▪ Why is a machine running slowly? Is it pending a reboot? ▪ Which devices have known vulnerabilities, unknown services, or unauthorized browser extensions? ▪ Are there programs running that should be removed? ▪ Is remote sharing enabled? Are unencrypted SSH keys on the device? Are guest accounts enabled? ▪ Does the device have a copy of a particular file? ○ Threat Hunting <ul style="list-style-type: none"> ▪ What processes are trying to make a network connection on non-standard ports? ▪ List detected IoCs mapped to the MITRE ATT&CK framework. ▪ Show processes that have recently modified files or registry keys. ▪ Search details about PowerShell executions. ▪ Identify processes disguised as services.exe 	
Third-Party Integration <ul style="list-style-type: none"> • Must be able to provide out-of-the-box and free of cost integrations with an extensive ecosystem of third-party endpoint, firewall, network, email, identity, and cloud security providers such as: <ul style="list-style-type: none"> ○ Microsoft ○ Fortinet 	
Remote Access <ul style="list-style-type: none"> • Must provide a command-line interface that can remotely access devices in order to perform a further investigation or take appropriate action. 	
<ul style="list-style-type: none"> • Must provide admins the capability to remotely connect to managed devices and get access to a command-line interface to perform actions such as: <ul style="list-style-type: none"> ○ Reboot a device pending updates ○ Terminate suspicious processes ○ Browse the file system ○ Edit configuration files ○ Running scripts and programs 	
<ul style="list-style-type: none"> • Must have control over which specific admin accounts have Remote Access capability. 	
<ul style="list-style-type: none"> • Remote access sessions must be included in Audit Logs (when it started, ended or if the connection was lost) 	
<ul style="list-style-type: none"> • Must be available on Windows, Mac, and Linux operating systems. 	
Suspicious Activity Prioritization <ul style="list-style-type: none"> • Must be able to identify activity on your devices that's unusual or suspicious but hasn't been blocked. 	



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<ul style="list-style-type: none"> Must generate detections based on data that devices upload to the vendor Data Lake. Must check that data against threat classification rules and show a detection where there's a match. 	
<ul style="list-style-type: none"> Each activity should include a description and provide information such as the time of the event, associated processes, executed command lines, file hashes, device, user, and much more. 	
<ul style="list-style-type: none"> Each activity must map to the MITRE ATT&CK framework. 	
<ul style="list-style-type: none"> The details of a suspicious item must be easy to take further action with a context-aware list (aka pivoting) of deeper investigation options. 	
<ul style="list-style-type: none"> The details of a suspicious item must be able to perform immediate actions such as running further search actions, launching a Remote Session, creating a Threat Graph, or more. 	
<ul style="list-style-type: none"> Data Retention for security telemetry to be provided for 90 days which can be upgradeable. 	
XDR Cases <ul style="list-style-type: none"> Must have a Cases page that groups together suspicious events reported by the endpoint Detections feature and helps you or the vendor MDR team do forensic work on them and respond to them. 	
<ul style="list-style-type: none"> The Case details page must have the following options: <ul style="list-style-type: none"> Set the priority to Critical, High, Medium, Low or Info. Change the status (New, Investigating, On hold or Closed). Assign a case to an admin account. Cases must have a Notebook Tab where admins can record their investigation into the case. 	
Search IOCs <ul style="list-style-type: none"> Must have a search feature that lets admins find specific data in the Data Lake. 	
<ul style="list-style-type: none"> Must be able to search for indicators of compromise (IOCs) or other data such as IP addresses or usernames. 	
<ul style="list-style-type: none"> Must be able to create basic and advanced searches: <ul style="list-style-type: none"> Must be able to create a basic search by using the vendor's search builder. Must be able to create an advanced search by using the query language Lucene or free text entry. 	
Terms & Conditions <ul style="list-style-type: none"> Manufacturer Authorization (MAF) to be provided by the OEM along with Valid Authorization Letter. 	
<ul style="list-style-type: none"> XDR solution should fall under Make in India and OEM shall submit Make in India declaration. 	
Licensing <ul style="list-style-type: none"> Proposed solutions should be quoted with 3 year's subscription for the above cited feature/functionalities. No additional licenses should be quoted for the features listed. 	



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III. INSTALLATION & COMMISSIONING

1. Delivery shall be completed within 15 days from the date of award of the contract, and installation shall be completed within 15 days from the date of delivery (if required).
2. The vendor must provide all accessories and consumables required for commissioning.

IV. WARRANTY/ SUBSCRIPTION AND SUPPORT

1. The Subscription will be 3-years from date of activation.
2. The vendor should provide technical support contact details and service SLA terms.
3. Vendor to provide full technical support, troubleshooting, and updates during the subscription term.

V. QUANTITY VARIATION

1. HURL reserves the right to vary any BOQ item up-to any extent on either positive or negative side as per actual requirement, but the total variation of licenses will be restricted to $\pm 30\%$ of the item wise in BOQ. No price variation of the awarded rate shall be allowed because of variation in quantities. However, payment will be made as per actual execution basis on the awarded rate.
2. All licenses shall have the same expiry date, and payment shall be made on a pro-rata basis as and when the licenses get activated.
3. The prices shall remain firm throughout the contract period.

VI. SERVICE LEVEL AGREEMENT (SLA)

1. Incident Severity, Target and Penalty for Breach of SLA.

Severity Level	SLA Target	Penalty for Breach	Notes
Critical	Response: 30 min / Resolution: 4 hr	Service credit equivalent to 5 days of contract period.	Multiple breaches may accumulate; critical system impact
High	Response: 1 hr / Resolution: 8 hr	Service credit equivalent to 3 days of contract period.	Significant impact on operations
Medium	Response: 4 hr / Resolution: 1 business day	Service credit equivalent to 2 days of contract period.	Moderate impact; partial service disruption



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Low	Response: 1 business day / Resolution: 3 business days	Service credit equivalent to 1 day of contract period.	Minor impact; usually non-critical
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2. Penalty Application and Conditions:

- Service Credits:** Credits will be applied by extending the contract period (expiry date of subscribed licenses) for the equivalent number of days as outlined in the table above.
- Credit Calculation:** Service credits will be calculated on a per-calendar-month basis.
- Exclusions:** Scheduled maintenance (mutually agreed) or events beyond the provider's control (e.g., force majeure, internet outages) are excluded from SLA calculations.

3. Measurement and Verification:

- SLA metrics will be monitored via the antivirus management console, support ticket system, and update server logs.

VII.DELIVERABLES

- Antivirus/Antimalware Software:** Installation packages for endpoints (desktops, laptops, servers).
- Management Console:** Centralized dashboard to manage, monitor, and report on all protected devices.
- Automatic Updates:** Regular virus definition updates and software patches.
- Licenses:** Number of licenses for all endpoints, servers, and other devices.

VIII.QUALIFICATION CRITERIS

As per 1.1.7 of NIT

IX.LIQUIDATED DAMAGES

- Delay in supply/installation beyond the agreed schedule will attract liquidated damages at the rate of 0.5% of the contract value per week, subject to a maximum of 5% of the total contract value.

X.PAYMENT TERMS

- Payment for the antivirus solution will be made as per below.
 - Payment shall be made on the basis of actual licenses deployed.
 - No escalation or price variation shall be applicable on the awarded rates due to any increase or decrease in quantities during the contract period.
 - All licenses shall have the same expiry date, and payment shall be made on a pro-rata basis as and when the licenses get activated.
 - Payment will be processed within 30 days against submission of the invoice and the acceptance certificate issued by the Engineer-In-Charge (EIC).

XI.ENGINEER-IN-CHARGE (EIC)

- The Engineer-In-Charge (EIC) will be appointed from the IT Department at Headquarters (HQ).



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2. All service-related matters—including ticket follow-ups, SLAs, and issue resolution—will be managed under the supervision of the EIC.



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



SECTION-VI

FORMS AND PROCEDURES

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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
8	Format of Bank Guarantee for Bid Security
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14	Self-Certification under Preference to “MAKE IN INDIA” Policy.
15	Proforma of NO DEMAND CERTIFICATE
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19	Declaration Regarding Supply of Chemicals



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ANNEXURE-1

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

Ref.- Bid No.: GEM/2026/B/ 7311794

Dated: 11.03.2026

Bidder's Name & Address :

Person to be contacted : Designation :

Tel. No(s). : Mobile No. :

Fax No(s). :

E-mail address :

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 Minar Laxmi
Nagar, District Centre, New Delhi, PIN
- 110092

Dear Sir,

1. Having examined the Bidding Documents 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. 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:

Table 1: Attachments to the Bid form	
Sr. No	Documents
1	Power of Attorney as per requirement mentioned in NIT.



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2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at Annexure-17 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, PF, 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 / Pre-Qualification Criteria (PQC) i.e., Clause 1.1.7 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/MD/ 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	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section VI).
10	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India" i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section VI).
11	Format of Bank Guarantee for Bid Security (Annexure – 8)
12	Format of Performance Bank Guarantee (Annexure – 9)
13	Bank Guarantee Verification Checklist (Annexure – 10)
14	Proforma of Certificate from the CEO/CFO of the Company in Accordance with financial requirement criteria as per Annexure -12
15	Proforma of certificate from the CA in accordance with financial requirement criteria as per Annexure-13
16	Self-Certification under Preference to "MAKE IN INDIA" Policy. (Annexure-14)
17	Proforma of NO DEMAND CERTIFICATE. (Annexure-15)
18	Signed, Stamped and Scanned copy of Affidavit Depositing Compliance of Clause 1.1.6 of Notice Inviting Tender (NIT). (Enclosed as Annexure-16 to Forms and Procedures i.e., Section VI)



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19	Format for Proof for payment of EMD. (Annexure-17)
20	Signed, Stamped and Scanned copy of Bid Security Declaration Form (Enclosed as Annexure-18 to Forms and Procedures i.e., Section VI).
21	Signed, Stamped and Scanned copy of GCC, SCC & Scope of Work (i.e. Section-V) of tender document.
22	Any Other Document asked for in the Bidding Document

3. 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.
- 3.3 We further declare that we have read and understood all sections (I to VI) of the tender document, endorse all the sections and submitting the bids.
4. We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
5. 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. 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. We understand that you are not bound to accept our bid or any other bid you may receive.
8. 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



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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. We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
10. 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.
11. We hereby declare that we have completed Annexure-12 - Tender Qualification form and provided clear details of the purchase order number and ATO information for verification and evaluation of the prequalification criteria. We acknowledge that failure to provide the mentioned details may lead to the rejection of our bid, and we understand that no claims will be entertained in such a case.

Dated this.day of.....

Thanking you,

Yours faithfully,

Date:

Place:

(Authorized signatory Name).

(Designation)

Company Seal



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ANNEXURE-2

Format for Electronics Payment

Ref.- Bid No.: GEM/2026/B/ 7311794

Dated: 11.03.2026

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	

Attach Cancelled cheque as supporting to Annexure-2

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

Yours faithfully,

(Signature)

Date:

Name & Designation

Place:

Name of the Company
(Seal of Company)



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ANNEXURE-3

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

Ref.- Bid No.: GEM/2026/B/ 7311794

Dated: 11.03.2026

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/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



HINDUSTAN URVARAK & RASAYAN LIMITED

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

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 our Bid Proposal No..... dated.... For “ PROCUREMENT OF ANTIVIRUS FOR END POINTS (DESKTOP, LAPTOP, SERVER etc)” 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)



HINDUSTAN URVARAK & RASAYAN LIMITED

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

ANNEXURE-5

PROFORMA OF CERTIFICATE

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

Ref. Bid No.: GEM/2026/B/ 7311794

Date: 11.03.2026

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 Minar Laxmi
Nagar, District Centre, New Delhi,
PIN – 110092

Dear Sir,

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

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

Yours faithfully,

(Signature)

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



HINDUSTAN URVARAK & RASAYAN LIMITED

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

ANNEXURE - 6

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref.: Bid No.: GEM/2026/B/ 7311794

Date: 11.03.2026

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 Minar Laxmi Nagar,
District Centre, New Delhi, PIN – 110092

Sub: **FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL**

Bidding Doc. No.

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

Date : (Signature of Authorized Signatory)

Place : (Printed Name)

(Designation).....

(Company Seal)



HINDUSTAN URVARAK & RASAYAN LIMITED

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

ANNEXURE - 7

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

(To be Submitted by Authorised Signatory of the Bidding Company on Bidders Letter Head in original)

Ref.- Bid No.: GEM/2026/B/ 7311794

Dated: 11.03.2026

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 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.

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.



HINDUSTAN URVARAK & RASAYAN LIMITED

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

ANNEXURE - 8

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,

Chief 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:



HINDUSTAN URVARAK & RASAYAN LIMITED

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

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.

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,

Chief 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 Five percent (5%) of the Contract Price.

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

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. While getting the Bank Guarantee issued, the Bidder is required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee Verification Check List. Further, the Bidder is required to fill up this Form and enclose the same with the Bank Guarantee.
4. The Bank Guarantee shall be from any Scheduled / Commercial Bank 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 witness 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.
Attorney

.....

(Designation)

(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

(1) ~~{Name of Owner}~~, a corporation incorporated under the laws of ~~{country of Owner}~~ and having its principal place of business at ~~{address of Owner}~~ (hereinafter called “the Owner”), and
(2) ~~{name of Contractor}~~, a corporation incorporated under the laws of ~~{country of Contractor}~~ and having its principal place of business at ~~{address of Contractor}~~ (hereinafter called “the Contractor”)

WHEREAS the Owner desires to engage the Contractor to~~{scope of work}~~..... and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

1.1 Contract Price

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

1.2 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, 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 OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any

~~obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub-Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.~~

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

~~Signed by for and on behalf of the Owner~~

~~{Signature}~~

~~{Title} in the presence of~~

~~Signed by for and on behalf of the Bidder~~

~~{Signature}~~

~~{Title} in the presence of~~

~~CONTRACT AGREEMENT~~

dated the _____ day of _____, 20____

BETWEEN

{“the Owner”}

and

{“the Bidder”}

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

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

NIT Ref. No.: GEM/2026/B/ 7311794

Dated: 11.03.2026

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 "PROCUREMENT OF ANTIVIRUS FOR END POINTS (DESKTOP, LAPTOP, SERVER etc)" under **NIT Reference No. HURL/HQ/CS670**, Dated: 11.03.2026

Yours faithfully,

(Signature)

Date:

Name & Designation.....

Place:

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.: GEM/2026/B/ 7311794

Date: 11.03.2026

To,

M/s. Hindustan Urvarak & Rasayan Limited

9th Floor, Core-4, SCOPE Minar

Laxmi Nagar District Centre,

Delhi-110092

Dear Sir / Madam;

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

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

Yours faithfully,

Date: _____

Signature _____

Place: _____

Name & Designation _____

Name of the CA _____

UDIN:

(Seal of the CA)

FRN:

**Self-Certification under Preference to “MAKE IN INDIA” Policy
(Must be submitted on Letterhead of the Bidder)**

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No.

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. Seal and Signature of Authorized Signatory.

Seal and Signature of Authorized Signatory

(To be used for contract closure)

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR

(TO BE ISSUED BY THE CONTRACTOR)

NAME OF PACKAGE:

NAME OF CONTRACTOR:

LETTER OF AWARD/ NOA/ CONTRACT NO.:

DATED:

We, M/s (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from HURL (Owner) in respect of our aforesaid LOA/ NOA/ Contract No..... dated including amendments, if any, issued by HURL, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with HURL under the said Contract.

Notwithstanding any protest recorded by us in any correspondence, document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of HURL with full knowledge and with our free consent without any undue influence, misrepresentation, coercion, duress, etc.

Date

Place

Signature

Name

Designation

{Company Common Seal}

(This certificate shall be accompanied by the Power of attorney of the signatory)

Affidavit Deposing Compliance of Clause 1.1.6 of Notice Inviting Tender

(To be submitted on non-judicial stamp paper of INR 100 duly notarized)

I, , son of Shri _____ aged about ____ years residing at (address), _____do solemnly affirm and say as follows:

1. I am the _____ of the _____ (Name of Firm/Company), herein after referred as TENDERER, 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 1.1.6 of NIT (**Ref. Bid No.- GEM/2026/B/ 7311794; dated-11.03.2026**) 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 also confirm that, 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.
4. 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 cancelling the bid forthwith and taking any further suitable action, and in that regard, I shall have no claim or dispute against HURL.
5. That this Affidavit is bona fide and nothing material has been concealed therefrom.

Solemnly affirmed at _____(place) on _____(day & month), 202_.

DEPONENT

VERIFICATION

Verified at _ (place) 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**PROOF OF PAYMENT OF EMD**

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

Ref.- Bid No.: GEM/2026/B/ 7311794**Dated: 11.03.2026**

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

Sub: PROOF OF PAYMENT OF EMD

Dear Sir / Madam,

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

Sr. No.	Particulars	Details	Remarks
1	EMD Amount	Rs.	
2	EMD submitted in which form	RTGS / NEFT / Demand Draft / 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)

Bid Security Declaration Form (On Bidders Letter Head)

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 Minar Laxmi Nagar,
District Centre New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Sub: Bid Security Declaration Form

Tender Reference No: -

Name of Tender/Work: -

Dear Sir,

I/We. The undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:
 - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b. Having been notified of the acceptance of our Bid by the purchaser during the period of Bid Validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) if I am/ we are not the successful bidder, the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid or any extension thereof.

Signed:

(Insert signature of person whose name and capacity are shown) in the capacity of

(Insert legal capacity of person signing the Bid Securing Declaration)

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Dated onday of (Insert date of signing)

Corporate Seal (where appropriate)

Note: To Be signed by person who is legally authorized as assigned in Power of Attorney. In case of a Joint venture, the Bid securing declaration must be I the name of all partners to the joint venture that submits the bid.



हिंदुस्तान उर्वरक एवं रसायन लिमिटेड HINDUSTAN URVARAK & RASAYAN LTD.

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)

INTEGRATED MANAGEMENT SYSTEM (IMS) POLICY

(QUALITY, ENVIRONMENTAL, OCCUPATIONAL HEALTH AND SAFETY POLICY)

We at, Hindustan Urvarak & Rasayan Limited (HURL), engaged in operation of the State of Art and Energy Efficient Natural Gas Based Fertilizer complexes of Ammonia and Urea are committed to demonstrate continual improvement in our business performance with consistent focus on Quality, Environment, Occupational Health and Safety.

To achieve this, we shall:

- Maintain continuous focus on needs and aspirations of our customer and stakeholders;
- Comply with all applicable legal and other requirements to which we subscribe;
- Identify and assess risk and opportunities in our business processes and effectively manage them through our strategic and operational objectives, implementation plans and processes;
- Integrate sustainable development, pollution prevention, energy efficiency, process safety, zero harm to people, in all aspects of our business operations;
- Provide safe and healthy working conditions to prevent work related injuries and ill-health;
- Inculcate individual and functional competencies, performance obligations, ownership and accountability;
- Ensure effective participation of workers & employees, stakeholder consultation and communication of relevant requirements of Integrated Management System to all Stakeholders;
- Keep ourselves aware and in readiness to meet all emergency situations by appropriate action plans.

We shall communicate this policy to all our employees and stakeholders and periodically review its adequacy, effectiveness and suitability.

Date: 16.04.2025

Place: New Delhi


(S. P. Mohanty)
Managing Director



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एकीकृत प्रबंधन प्रणाली (आईएमएस) नीति

(गुणवत्ता, पर्यावरण, व्यावसायिक स्वास्थ्य एवं सुरक्षा नीति)

हिंदुस्तान उर्वरक एवं रसायन लिमिटेड (एचयूआरएल), के रूप में हम अमोनिया और यूरिया के अत्याधुनिक और ऊर्जा कुशल प्राकृतिक गैस आधारित उर्वरक परिसरों का संचालन कर रहे हैं, और गुणवत्ता, पर्यावरण, व्यावसायिक स्वास्थ्य और सुरक्षा पर लगातार ध्यान केन्द्रित करते हुए अपने व्यापार के कार्यनिष्पादन में निरंतर सुधार करने के लिए प्रतिबद्ध हैं। इस लक्ष्य को पाने के लिए हम:

- अपने ग्राहकों एवं हितधारकों की आवश्यकताओं एवं आकांक्षाओं पर निरंतर ध्यान देंगे;
- सभी उपयुक्त कानूनी और अन्य आवश्यकताओं का पालन करेंगे;
- अपने व्यावसायिक प्रक्रियाओं में जोखिमों और अवसरों को चिह्नित कर उन्हें रणनीतिक और संचालनात्मक लक्ष्यों, योजनाओं और प्रक्रियाओं के माध्यम से प्रभावी रूप से प्रबंधित करेंगे;
- निरंतर विकास, प्रदूषण की रोकथाम, ऊर्जा दक्षता, प्रक्रिया सुरक्षा और लोगों को किसी भी हानि से बचाने जैसे सभी पहलुओं को अपने सभी कार्यों में शामिल करेंगे;
- कार्य से संबंधित घायलों एवं उनकी अस्वस्थता को रोकने के लिए सुरक्षित एवं स्वस्थ कार्य परिस्थितियाँ प्रदान करेंगे;
- व्यक्तिगत एवं कार्यात्मक कुशलताओं, कार्यनिष्पादन दायित्वों, स्वामित्व और उत्तरदायित्व को बढ़ावा देंगे;
- श्रमिकों और कार्मिकों की प्रभावपूर्ण भागीदारी, हितधारकों से परामर्श एवं सभी हितधारकों को एकीकृत प्रबंधन प्रणाली की प्रासंगिक आवश्यकताओं के बारे में संचार सुनिश्चित करेंगे;
- सभी आपातकालीन परिस्थितियों से निपटने के लिए जागरूक एवं तत्पर रहेंगे और उचित कार्य योजनाएं बनाएंगे।

हम इस नीति को सभी कार्मिकों और हितधारकों तक पहुंचाएंगे और समय-समय पर इसकी उपयुक्तता, प्रभावशीलता और समग्रता की समीक्षा करेंगे।