

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



NOTICE INVITING TENDER
(NIT)

NAME OF PACKAGE: Track maintenance of HURL sidings at Gorakhpur of 5.1KM including 08 nos. Points and crossing, 04 nos Derailing switch 1 in 8.5 complete both at HURL Gkp

NIT NO: H/G/C&M/24-25/C - 472/TE-940

Dated: 07.05.2024

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

2.0 Brief Details

Published Date	Refer 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	₹ 167000.00
Pre-Bid Conference Date & Time (if any)	Not Applicable
Last Query Date	Refer GeM Portal
Reverse Auction	NA

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

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

- 4.0** MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents.
MSE bidders seeking benefits of MSE as specified in the Tender Documents, must submit Attested/Self attested copy of Registration certificates (as mentioned in clause 4.0 of ITB) failing which no benefit of MSE shall be extended.

- 5.0** A complete set of Bidding Documents may be downloaded by any interested from the e-procurement portal.

Bidder who has downloaded the tender from the e-procurement portal, shall not tamper/modify the tender document/form in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of two years.

Intending Bidders are advised to visit e-procurement portal regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Not more than one tender shall be submitted by one bidder/ bidder(s) having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

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

Sl. No.	Conditions	Documents required (To be submitted along with Technical Bid)
1	Bidder should be either Partnership firm/ Sole Proprietor / Limited company.	<ul style="list-style-type: none"> i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest) ii) For partnership firms – Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted iii) For limited companies, notarized copy of Memorandum and Articles of Association (this only need to be submitted physically-not to be uploaded) and list of directors.
2	<p>The bidder should have successfully completed or substantially completed Similar Work* with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>The tenderer should have completed three similar works each costing not less than ₹ 33.29 Lakhs in one year.</p> <p>(or)</p> <p>The tenderer should have completed two similar works each costing not less than ₹ 41.61 Lakhs in one year.</p> <p>(or)</p> <p>The tenderer should have completed one similar work costing not less than ₹ 66.57 Lakhs in one year.</p>	<p><u>Document to be Submitted.</u></p> <p>Copy of Work Order/ PO/ rate contract/ agreement with following details:</p> <ul style="list-style-type: none"> i) Work order/ PO/ rate contract/ agreement with number, date and value ii) Name of the client, iii) Period of contract iv) Scope of work mentioning Similar work. <p>Execution certificate issued by Chartered Accountants /statutory auditors/ client highlighting below-</p> <ul style="list-style-type: none"> a) Reference work order/ PO/ rate contract/ agreement with number, date and value. b) Name of the client, c) Period of Contract d) Executed value under the work

	<p>Definition of Similar works: -</p> <p>“Executing railway track laying/maintenance works for the PQ Value in the completed Work Order in a Government / Public sector / Private limited companies.”</p> <p>Note- Substantial completion shall be based on 80% (eighty percent) (value wise) or more works completed under the contract (Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration).</p> <p>Note:</p> <p>1. Bidders are strictly advised not to submit any irrelevant data or information which is not as per our requirement/ tender document. Submission of irrelevant data will lead to disqualification of the bidder from tender.</p>	<p>order/ PO/ Rate contract/ agreement.</p>
3	<p>The average annual turnover of the bidder during last three financial years ending on 31st March 2023 shall not be less than ₹ 24.97 Lakhs.</p>	<p>Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the Three preceding financial years ending on 31st March 2023. Without UDIN the certificate will become invalid.</p>
4	<p>I. Bidder Must not be black listed by any government department/ public sector undertaking/ co-operative Unit.</p> <p>II. Bidder Must not be delisted / on Negative List by any government department/ public sector undertaking/ co-operative Unit in the last two years, as on date of participating in the tender.</p> <p>III. Bidder must not be on the Holiday list of HURL.</p>	<p>Self-certification(s) for both should be submitted on Party's letterhead for the same.</p>

7.0 Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-procurement portal. The date of Price-Bid opening will be intimated later on the e-procurement portal.

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

9.0 HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

10.0 Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

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

11.0 Address for Communication.

Sh Durgesh Kumar Singh Manager (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Email ID: <u>durgeshkrsingh@hurl.net.in</u> Phone: 0551-2989437	Ms Bhaswati Hazarika Officer (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 Email ID: <u>bhaswati@hurl.net.in</u>
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HINDUSTAN URVARAK & RASAYAN LIMITED
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



SECTION – I

INSTRUCTIONS TO BIDDERS
(ITB)

1) Introduction

Hindustan Urvarak & Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.

HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods & related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.

2) General Information

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

3) Content of Bidding Documents

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

The bidding documents include the following sections:

	Notice Inviting Tender (NIT)
Section-I	Instruction to bidder (ITB)
Section-II	General Purchase Conditions (GPC)
Section-III	Special Purchase Conditions (SPC)
Section-IV	Technical Specifications, Scope of Work & Field Quality Assurance Plan
Section-V	Forms Related to Bid
Section-VI	Bill of Quantity

The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.

4) Benefits to MSEs

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

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

be shared proportionately (to tendered quantity).

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

MSEs seeking exemption and benefits should enclose/upload in e-procurement portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

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

5) Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6) Clarification on Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

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

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

Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-procurement portal.

7) Corrigendum/ Amendment to Bidding Documents

At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The corrigendum's/amendment's will be posted in the tender on the e-procurement portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been considered by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.

8) Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.

9) Bid Proposal

Bid shall be complete in all respects and shall be submitted with requisite information and

Attachments. It shall be free from any ambiguity.

For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.

10) Documents Comprising the Bid

The Bid shall comprise of following components:

i) Technical Bid:

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

- 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.
- d) Certificates like Registration certificate, GST No, PAN No. etc.
- e) Format for Electronic Payment
- f) Tender Acceptance Letter & Letter of authorization to submit bid.
- g) Documents as required in accordance with Eligibility Criteria
- 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”.
- l) Documents in compliance to Scope of Work and Technical Specifications
- m) Any other document asked for in the Bidding Documents.

ii) Price Bid:

The Price bid is to be submitted in the BOQ provided on the e-procurement portal. Bidder should not tamper / modify the price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 3 years.

11) Bid Prices

Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

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

12) Price Basis

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

13) Bid Currencies

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

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

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

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

The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:

Electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs.

or

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

or

In the form of an irrevocable bank guarantee.

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure - 9 of Section V (Forms Related to Bid)). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.

Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.

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

- a. If the Bidder withdraws or varies its bid during the period of Bid validity.
- b. If the Bidder does not accept the Arithmetical correction of its Bid Price.
- c. If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents.

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

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

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

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

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

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

EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.

RTGS / NEFT details of HURL as under:

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

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

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

IFS CODE: SBIN0004803, Account No: 36245010741.

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

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

Exemption from submission of EMD:

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

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

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the clause 14 of ITB.

Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.

Name of Beneficiary of Bank Guarantee:

Name of the Bank: State Bank of India

Account Name-Hindustan Urvarak & Rasayan Limited

Account Number - 36245010741

IFSC Code - SBIN0004803

In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter.

16) Ineligibility for Future Tenders

Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.

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 HURL for a period of one (01) year from the date of withdrawal of the bid.

If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.

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

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

In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

18) Nil Deviation

No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents. The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section V (Forms Related to Bid).

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

Bidders may note that in case the Bidder refuses to withdraw additional conditions/ deviations/ variations/ exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.

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

19) Format and Signing of Bid

The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital

signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.

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

20) Submission of Bids

Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.

a. Physical Bid

i. EMD

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

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

b. On-Line

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

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

1. Techno-Commercial Bid

i. Cover Type – Fee

MSEs seeking exemption and benefits should enclose / upload in e-procurement portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

ii. Cover Type – Technical

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

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

- a)** Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms Related to Bid i.e., Section V).
- b)** Power of Attorney as per requirement mentioned in NIT.
- c)** Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate.
- d)** Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.

- e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms Related to Bid i.e., Section V).
- f) Signed, Stamped and Scanned copy of Tender Acceptance Letter & Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms Related to Bid i.e., Section V).
- g) Documents as required in accordance with Eligibility Criteria i.e., Clause 6 of NIT.
- h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms Related to Bid i.e., Section V).
- i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms Related to Bid i.e., Section V to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
- j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms Related to Bid i.e., Section V).
- k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India. (Enclosed as Annexure - 7 to Forms Related to Bid i.e., Section V).
- l) Documents in compliance to Scope of Work and Technical Specifications.
- m) Any other document asked for in the Bidding Documents.

Note: -

Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. **The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.**

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

2. Price Bid (Cover Type – Finance)

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

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

***** Documents to be uploaded in the format stipulated in the tender (online) *****

Note:

In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.

21) Deadline for Submission of Bid

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

The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions (SPC) before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.

The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server.

The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last-minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.

EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

22) Modification and Withdrawal of Bid

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.

No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.

23) Opening of Bid

a. Techno-Commercial Bid Opening

The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.

Technical Bid shall be opened for evaluation.

In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the e-procurement portal by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

b. Price Bid Opening

In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.

In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be opened and their Earnest Money Deposit shall be returned.

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

24) Clarification on Bid

During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.

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

25) Preliminary Examination of Techno-Commercial Bids

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

Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is

- (i) That effects in any substantial way the scope quality or performance of the contract.
- (ii) That limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidder's obligation under the contract or
- (iii) Whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

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

EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26) Evaluation of Techno-Commercial Bids

EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.

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

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

27) Preliminary Examination of Price Bid

The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.

28) Financial Disqualification

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

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

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

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

29) Discrepancies in Bid

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

- a) In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.
- b) In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- c) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

30) Evaluation Criteria

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

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.

31) Evaluation of Bids

- a) The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- b) To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.
- c) To evaluate a Bid, HURL shall consider the following:
 - The bid price as quoted as per Bill of Quantity (BOQ).
 - Price adjustment for correction of discrepancy.

- Price adjustment due to discounts offered.
- Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable.
- Price adjustment due to Price Preference due to any other condition specified in Special Purchase Conditions (SPC).

Price adjustment due to application of the evaluation criteria.

32) Tiebreaker

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

- (a) In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then the order shall be placed on such bidder.
- (b) In case, one of the bidders is MSE owned by women Entrepreneur, then the order shall be placed on such bidder.
- (c) In case, one of the bidders is MSE then the order shall be placed on such bidder.
- (d) Otherwise, the order shall be placed on the bidder having higher turnover in the last audited financial year.

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

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

33) Contacting the Employer

Subject to ITB clause 25 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.

Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

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

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

35) Award Criteria

Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily.

The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.

36) Construction of Contract

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

The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a

right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.

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

37) Notification of Award

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

38) Corrupt or Fraudulent Practices

Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- b) Will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

39) Fraud Prevention Policy

The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section V (Forms Related to Bid)) with the Bidding Document.

If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.

40) Indian Agents

In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.

41) Transfer of Bid Documents

- a. Transfer of Bidding documents is not permissible.
- b. Documents purchased / downloaded by the intending bidders cannot be transferred.

Checklist of documents to be submitted

Sr. No	Item	Yes / No	Bid Ref.
1	Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 to Forms and Procedures i.e., Section V)		
2	Power of Attorney as per requirement mentioned in NIT.		
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.		
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.		
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section V)		
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)		
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT		
8	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)		
9	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorized Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section V) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.		
10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section V).		
11	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section V).		
12	Proforma for Terms and Condition (Enclosed as Annexure-8 to Forms and Procedures i.e., Section V).		
13	Documents in compliance to Scope of Work and Technical Specifications		
14	Any Other Document asked for in the Bidding Document		
15	Filled BOQ		

Note:

Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 13 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

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



SECTION – II

GENERAL CONDITIONS OF CONTRACTS
(GCC)

1. Definitions & Terminology

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Employer” / “Owner” means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.

“Contract” means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor:

- i. The Contract Agreement along with its appendices
- ii. Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed.
- iii. Amendment to Tender/Bidding Documents
- iv. Special Conditions of Contract
- v. Technical Specifications
- vi. General Conditions of Contract
- vii. The Bid and Bill of Quantities submitted by the Contractor
- viii. Instructions to Bidders

“GCC” means the General Conditions of Contract hereof.

“SCC” means the Special Conditions of Contract.

“Day” means calendar day of the Gregorian Calendar.

“Week” means a continuous period of seven (7) calendar days.

“Month” means calendar month of the Gregorian Calendar.

“Completion” means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.

“Contractor” shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.

“Contract Price” means the price to be paid for the performance of the Services, exclusive of GST.

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

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

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

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

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.

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;

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

Services means the work to be performed by the Contractor pursuant to this Contract

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

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

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

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

2. Order of The Precedence of The Documents

Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

The order of precedence of documents shall be as under:

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

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

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

Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

3. Singular and Plural

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

4. Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

5. Communications and Notices

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.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

6. Governing Laws

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

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

7. Governing Language

The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation, the translation shall govern.

The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.

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

8. Assignment

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

9. Authorized Representatives

Engineer-in-Charge

If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all

other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

10. Contractor's Authorised Representative

Contractor's Representative

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

The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in above GCC Clause.

The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.

11. Relation between the Parties

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

12. Location

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

13. Taxes & Duties

Contractor, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned

Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.

The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.

In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.

If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to date of Techno-Commercial bid opening and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for Bonafede use on the work contracted, the same shall be reimbursed/recovered to the Contractor.

As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.

The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.

In case the Contractor is from outside India, it shall be required to either furnish

- (i) The certificate from Indian Tax Authority or
- (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income Tax in India before release of first payment.

The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

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

14.Effectiveness of Contract

The Contract shall come into force and effect on the date, called the "Effective Date", of the Owner's notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.

15.Effective Date

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

16.Commencement of Services

The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

17.Modifications or Changes or Amendment

No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.

18.Contract Price

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

19.Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

20.Standard of Performance

The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.

21.Conflict of Interests

The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

22.Confidentiality

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

23.Limitation of Liability

HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors or subsidiaries.

The Contractor and HURL both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.

Except in cases of criminal negligence or wilful misconduct,

- (a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- (b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.

24.Liability of the Contractor

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

The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:

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

The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

25.Insurance to be taken out by the Contractor

The Contractor

- (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
- (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.

26.Contractors' Actions Requiring Owner's Prior Approval

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

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

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

27.Assistance and Exemptions

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

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

28.Payment Terms

General

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

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

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

Modes of Billing and Payment

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

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

Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.

29.Early Warning

If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

30.Extension of the Intended Completion Date

In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.

31. Good Faith

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

32. Change in laws and regulations

If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, 2 abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.

33. Performance Security

Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10%) 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:

- (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.

Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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

Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.

34. Force Majeure

Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay

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

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

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

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

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

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

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

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

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

Or

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

Force Majeure is no one's fault; therefore, each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) month is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate.

Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to act to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner.

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

35.No Breach of Contract

The failure of a Party to fulfil any of its obligations 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.

36.Measures to be Taken on Force Majeure

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:

- (a) Demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or
- (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.

37.Suspension

The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

- (i) On account of any default on part of the Contractor;
or
- (ii) For proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor;
or
- (iii) For safety of the Works or part thereof, for reasons other than those attributable to the Contractor.

The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.

If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable

expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.

38. Termination for Default

The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.

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

- (a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Contractor knows to be false;
- (c) if the Contractor, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

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

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

39. Termination for Insolvency

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

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

40. Termination for Convenience

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

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

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

41.Termination because of Force Majeure

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

42.Cessation of Services

Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 41, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

43.Payment upon Termination

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

44.Disputes about Events of Termination

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 45.

45.Settlement of Disputes

Adjudicator

Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.

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

The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.

Arbitration

If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

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

(a) President, Institution of Engineers in case of an Indian Contractor.

(b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.

If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted

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

(a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

(b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.

(c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

(ii) In New Delhi, India (Place for Arbitration)

(iii) In the language in which this Contract has been executed.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

46.Fraud Prevention Policy

The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <http://www.hurl.net.in>.

The Supplier along with their associate / collaborator / subcontractors /

sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order).

The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

47.Risk purchase

In the event Contractor fails to execute the services in scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractors risk and cost and the difference in cost shall be borne by the Contractor.

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

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



SECTION – III

SPECIAL CONDITIONS OF CONTRACT
(SCC)

1. Bid Validity

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

2. Date of Start of Contract

To be intimated after award of contract.

3. Contract Period

Contract Period shall be for “**Two Years**” from the date of start of the contract. The contract period may be extended up to **One (01) Year** if it is felt necessary with same terms and conditions and will be the sole discretion of HURL.

4. Contract Price Variation

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

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

5. Variation in the Contract

Contract value may vary for an amount not exceeding $\pm 20\%$ of the original contract value.

6. Insurance

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

7. Performance Bank Guarantee (PBG) / Security Deposit (SD)

Successful bidder (bidder who is awarded for work) shall submit a Performance Bank Guarantee (PBG). The value of BPG must be 10% of the award value of the contract. The PBG must be submitted before submission of first R A Bill.

If the successful bidder is not able to submit PBG within the stipulated time interval, the bidder may opt for deduction of 10% from each **R. A. Bill** as security deposit (SD).

8. Payment Terms

Payments shall be released through **R.A. Bills** (Subject to submission of duly certified bills with all necessary records, documents viz: Compliance Register Form A, B, C and D, PF Challan, ESIC Challan, Employee Compensation Policy etc. and certification of Engineer in charge).

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

Final payment shall be released only after submission of documentary evidence for payment of workmen engaged in the work. Rate of workmen includes minimum wages, P.F., Admin charge, insurance, safety etc.

9. Penalty

- (a) The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 3rd of every month, failing which penalty of Rs.500/- per day will be imposed up to 15th of the month and the contract shall be liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be terminated and the Contractor is liable to be blacklisted and Security Deposit / Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be encashed. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, as per GCC clause 47 HURL will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
 - (b) Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause.
 - (c) The Contractor has to maintain adequate manpower as per this contract and arrange a pool of standby manpower / supervisor. If the required number of manpower/ supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s) subject to maximum of 50% of the monthly salary of the absent manpower and the penalty will be recovered from the monthly invoice of the contractor.
 - (d) In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
 - (e) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.
 - (f) In case contractor default to follow the safety rule or violation for the same; penalty of Rs. 500/- per violation is deducted from the running account.
 - (g) In case contractor-deployed workmen involve any forgery case or collection of any unauthorized amount from the deployed manpower; the involved manpower is immediately removed from the contract and Rs. 5000/- shall be deducted from the running account or as per case as deemed fit. Being the contract period of one year, the contractor should provide the statutory benefits like leave, holiday, and PF, Insurance, Medical, Tea and uniform facilities to the workers.
- 10.** The work should be carried out as per the direction of EIC. Discrepancy, if any, the decision of EIC is binding to the contractor.
- 11.** The contractor or his authorized representatives shall attend HURL Office on daily basis for receiving the instructions.

12. HURL reserves the right to increase or decrease the number of personals deputed as per the provisions of variation of contract.

HINDUSTAN URVARAK & RASAYAN LIMITED
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SECTION – IV

(SCOPE OF WORK / TECHNICAL SPECIFICATION)

The scope of work shall include Track maintenance of HURL sidings at Gorakhpur of 5.1KM including 11 nos. Points and crossing, 05 no's Derailing switch 1 in 8.5 complete both, indicated in the bid documents and broadly cover the followings:

A) Systematic Track Maintenance:

It shall be carried out round the year as per the practice followed on the Indian Railways and as per the specifications given hereunder and instructions of the Engineer - In - Charge. The track fittings except Rails, Sleepers, Fish Plates as per actual requirement is to be supplied and executed by the contractor free of charge. The lubrication material like Mobil and grease etc. is to be provided by the contractor for the lubrication of Track Fittings is in the scope of the contractor. Painting of Signages and Marking Posts is also a part of Track Maintenance which will be under the scope of the contractor.

B) Emergency Works

Attending to emergency work such as Accidents, Washouts and rectification of damaged track, derailment of wagons etc. As and when needed.

C) Special works

If required by the Engineer - In - Charge, the contractor shall carry-out the following works also:

- Deep Screening of track ballast
- Rehabilitation of track
- Sleeper Renewal
- Rail Renewals
- Earth work in formation
- Repairs to banks and cuttings
- Ballasting

1. General:

These specifications contain good practices and procedures for maintenance of Permanent Way and forms a part of tender document. The following Codes and Manuals with all correction slips up to date should be referred for the maintenance of HURL Private Railway Siding (BG):

- i) Indian Railways Permanent Way Manual, Bridge Manual and Work Manual.
 - ii) Indian Railway Tracks Manual
 - iii) Indian Railway Code for the Engineering Department.
 - iv) Schedule of Dimensions.
 - v) Indian Railway General & Subsidiary Rules.
- a) The Works to be carried out shall conform to the detailed specifications given below. The scope of work shall be as described in the following paras and further details as per the schedule of quantities and instructions of Engineer - In - Charge. If there is any dispute about the scope of work, the decision of the Engineer - In Charge shall be final and binding on the Contractor.

- b) The quantities given in the schedule of Quantities are indicative and approximate only and may vary according to actual requirement.

2. Scope of Work

The scope of work shall include Track maintenance of HURL sidings at Gorakhpur of 5.1KM including 11 nos. Points and crossing, 05 nos Derailing switch 1 in 8.5 complete both, indicated in the bid documents and broadly cover the followings:

A. Systematic Track Maintenance

It shall be carried out round the year as per the practice followed on the Indian Railways and as per the specifications given hereunder and instructions of the Engineer - In - Charge. The track fittings except Rails, Sleepers, Fish Plates as per actual requirement is to be supplied and executed by the contractor free of charge. The lubrication material like Mobil and grease etc. is to be provided by the contractor for the lubrication of Track Fittings is in the scope of the contractor. Painting of Signages and Marking Posts is also a part of Track Maintenance which will be under the scope of the contractor.

B. Emergency Works

Attending to emergency work such as Accidents, Washouts and rectification of damaged track, derailment of wagons etc. As and when needed.

C. Special works

If required by the Engineer - In - Charge, the contractor shall carry-out the following works also: -

- * Deep Screening of track ballast
- * Rehabilitation of track
- * Sleeper Renewal
- * Rail Renewals
- * Earth work in formation
- * Repairs to banks and cuttings
- * Ballasting

3. Definition:

Reference to Indian Railway and work Manual means reference to latest issue of relevant standard including all its amendments up to date.

4. Code:

All maintenance work shall be performed in accordance with provision as described in Indian Railway Way and Works Manual. These Technical Specification shall be supplementary to the specification contained in Indian Railway Way and Work manual wherein variance, these specifications shall take precedence over the provisions in the Indian Railway way and works Manual.

5. The Maintenance of Permanent Way:

General Instructions

Annual Programme of Track Maintenance.

- A. The annual programme of regular track maintenance and works incidental thereto shall be based on Annexure-B with such variations to suit local conditions as may be specified by Officer-in-Charge.

- B. Consistent with maintaining each gauge length in safe condition for traffic, as many days as possible should be allotted for systematic through packing from one end to the other. The number of days per week for 'picking up slacks' and attention to level crossings, bridge approaches and points and crossings, will depend on the formation the age and conditions of the permanent way, the density of traffic and the season.

6. Record of Gang Work:

Each Mate should be supplied with a gang chart or diary book in which the day to day track maintenance work over the gang-length shall be recorded by the Permanent Way Inspector according to specified instructions. Each gang chart/diary book should be adequate for recording the work during the year.

A. Record of Work of Artesian and other Workmen Employees

The daily work performed by each batch of artisans and other workmen employed permanently or temporarily may be entered on the diary by the Inspector.

B. Half Yearly reports on the condition of Permanent way.

- a) Half Yearly reports of the state of track shall be submitted by the Permanent Way Inspectors to the Officer-in-Charge.
- b) The reports shall be candid statements of the condition of permanent way and embody brief notes on and all defects regarding track and structures. Reasons for the defects should be mentioned with proposals for remedying them.
- c) Though the medium of these reports, the Permanent Way Inspector shall call attention of their superiors to any defects in the track as a whole which, through lack of sanctioned renewals, no availability of materials, delays in issues from depots or any other cause may be beyond their power to rectify immediately.

7. Side Drains catch Water drains and water ways:

The permanent way staff shall keep all side-drains and catch water drains clear. They should ensure that the outfalls of these drains and the waterways of all bridges and culverts are kept free from obstructions. The spoil from cleaning drains or cuttings should not be deposited at a place where it is likely to be washed back into the drains.

STANDARD DIMENSIONS:

A. INFRINGEMENTS:

The permanent way inspector should refer any work involving infringement of standard dimension to the Officer-in-Charge for instructions.

INFRINGESMENTS SUCH AS:

- i) 'Slacks' in platform lines causing the platform heights to exceed dimensions.
- ii) Errors in alignment causing the minimum distances to adjacent structures being infringed e.g. platform copying water columns, over bridges.
- iii) Excessive lifting of the track, causing the minimum heights to overhead structures to be infringed

e.g. underside of over-bridges should be removed immediately they occur.

8. FELLING OF TREES OBSTRUCTING VIEW:

- A) Trees and bushes that interfere or tend to interfere with the view from a train of signals or level crossings or among the inside or curves shall be cut, it should be ensured that they do not foul the track.

9. REGULAR TRACK MAINTENANCE:

THROUGH PACKING:

Through packing shall consist of the following operations in sequence, not more of the track on any

one day being opened out than can be efficiently repacked before closing the work: - A)

Opening of the road.

A. Examination of rails, sleepers and fastenings.

B. Squaring of sleepers.

C. Slewing of track to correct alignment.

D. Gauging.

E. Packing of sleepers.

F. Repacking of joint sleepers.

G. Boxing of ballast section and tidying.

Through packing is best done from one end of a gang length towards the other continuously.

Each of the above operations should be carried out as detailed below:

A. Opening of the road:

Ballast should be opened out on either side of the rail-seats to the extent shown here under to a depth of 50mm (2") below the packing surface without disturbing the cores under the sleepers: -

B.G. End of sleeper to 450mm (18") inside of the rail seat. In the case of C.I. Plate or pit sleepers, the opening out should be to the extent of the plates or pots to enable packing being done conveniently.

The ballast should be drawn by shovels or powrahs outwards and inwards i.e. that portion of the ballast on the outside of the rail should be drawn outwards, the portions between the rail being drawn towards the center. Care, however, shall be taken that the ridge of ballast formed between the rails does not project more than 50mm (2") above rail level.

B. Examination of rails, sleepers and fastenings:

I. Rails should be examined, the underside for corrosion, rail joints for wear on the fishing plates and tightness of fish bolts and rail ends for cracks, kinds in rails should be removed by jib-crowing.

II. Sleepers should be inspected for their conditions and soundness particularly at rail seats.

C. Squaring of sleepers:

Gauge variations and kinks inevitably result from sleepers getting out of square.

I. The spacing of sleepers on the sighting rail should first be checked and correctly chalkmarked. Corresponding marks should then be made on the other rail using the square at every point. The cores of the sleepers that are

out of square should then be “picked” with the pick-ends of beaters, the fastenings loosened and the sleepers leveled and squared to correct position.

- II. Squaring should be done by planting the crow-bars firmly against the sleeper and pushing it. Under no circumstances should sleepers be hammered. Sleepers that are squared should be re-gauged immediately, the fastenings tightened, and the packing restored.

D. Slewing of track to correct alignment:

- I. Heavy slewing will only be required during re-aligning of curves when it should be necessary to loosen the rail joints and in the case of steel sleepers and C.I. plate or pot sleepers to loosen the fastenings, the packing cores being broken with pick-ends of beaters.
- II. Slewing for normal maintenance will be of a small order and should be done after opening out the road, loosening the cores at ends and drawing out sufficient ballast at the ends of sleepers.
- III. Slewing of track shall be directed by the date who on straights should sight the rail from a distance of 30 to 60 meters (100 to 200 Feet). On curves, he should sight the inner rail and adjust this distance according to the degree of curvature. Slewing is best done in the morning unless it is cloudy weather, as later on sighting conditions become unfavourable.

When slewing, the crow bars should be planted well into the ballast at an angle of not more than 30 degree from vertical; otherwise lifting of track will result.

E. Gauging:

- I. Gauging should be done after assuring that sleepers are truly square. Standard keying hammers shall always be used. Beaters and heavier hammers should not be used as this cause overriding of keys and strained lugs on steel sleepers.
- II. The track should be adjusted to correct gauge on the rail opposites to the base rail. The permissible slackness on sharp curves should be attained by using liners of the requisite thickness against the lug of the gauge.
- III. The gauge should be held firm with one lug against the base rail, the other end being swivelled over the opposite rail. The tightest position obtained is the correct point to test the gauge. The gauge should not be forced to as that causes considerable wear of the gauge lug.

F. Packing of sleepers:

- I. The base rail shall be sighted by the Mate with the eye along the edge of the rail and any dip or low joint lifted correctly. The adjacent sleepers should then be packed and the top checked after two rail lengths have been attended to, the rail on the other side should be brought up to the correct level using the straight edge and spirit level. Cross levels with the straight edge and spirit level should be checked at every rail joint and at every fourth sleeper. The next two rail lengths should then be taken up and the process continued.
- II. No joint or dip should be lifted more than the proper level in the expectation that it will settle to the correct level; instead it will settle more under traffic as a result of being high and cause rough running.
- III. Having aligned the track and adjusted the ‘top’ the gang men should be distributed to pack all the sleepers in a systematic manner commencing from one end. Four men should deal with every sleeper successively two at each rail seat. The ballast under the sleeper should be packed by the men standing

back to back and working their beaters diagonally under the rail seat at the same time to ensure firm packing.

- IV. It is important that the men should thoroughly 'break' the cores with the pick-ends and then use the head-ends as otherwise uniform packing will not be achieved and the elasticity of the road-bed affected. After packing under the rail-seat the men should pack to the requisite extents on each side of the rail-seat, i.e. end of sleeper to 450mm (18") inside the B.G. during packing the beaters should not be lifted above the head; all men should aim to work the beater from the same height (up to chest level) so that sleepers are uniformly packed. Higher or lower lifting of the beater results in uneven compactness and the packing does not last long.
- V. The packing on the inside and outside at every rail-seat should, before boxing the track, be checked by the Mate, by tapping. A hollow sound would indicate defective packing, which should be attended to again.
- VI. As soon as the packing is systematically completed, the alignment and top should be carefully checked by the Mate and minor adjustments carried out, the sleepers disturbed for this purpose being finally re-packed.

G. Repacking of joint sleepers.

The joint and 'shoulder' sleepers should be repacked before boxing is done and the cross levels at joints checked. The rail-joints being the weakest portion, firmness of its support is essential.

H. Boxing of ballast section and tidying:

- I. After completing the preceding operations in sequence, clean ballast should be worked in with ballast forks or rakes and compactly filled between the sleepers along the rail-seats. The ballast section should be dressed to the specified dimensions a template or the yardstick being used for the purpose. Hemp cords 6mm (1/4") diameter of sufficient length should be used for lining the top and bottom edges of the ballast section. Where ballast is deficient of the full section, the deficiency should be shown along the center of the track and not under the rails or in the shoulders.
- II. The cuss should then be tied up. Where earth ridging is extent at the edge of the bank, this should be removed. Cass should be maintained to the correct depth below rail level according to the ballast-section drawings. Too high a cuss affects drainage too low a cuss result in ballast spread and wastage.

10. PICKING UP SLACKS:

- A. Slacks usually occur on stretches of yielding information, on high banks, in cuttings, on approaches of bridges, on badly aligned curves, where the ballast is poor in quality or quantity and where the drainage is defective.
- B. As opposed to through packing, picking up-slacks should be done where the alignment, or top levels incorrect, and the track has to be restored to normal condition quickly. The quantum of work turned out by a gang during the day will depend on the extent of slacks. In all cases, sighting is done, the defects assessed, and marks made on sleepers to be dealt with in chalk. The marked sleepers should then be opened out and dealt with as in the case of through packing.

- C. It is imperative that when joints are picked up at least three sleepers on either of the joint should be packed.

11. OBSERVANCE OF SLEEPERS UNDER PASSAGE OF TRAINS:

During the passage of the first and last trains in working hours the Mate and gang men at the work site should stand on the cuss each about the one rail-length apart opposites the portion of track they are attending to, whether through packing or picking up slacks, and observe the resistance of sleepers under load. Immediately; after the passage of the train, loose sleepers should be marked, packed uniformly and the packing tested. Firm and uniform packing is the primary essential of good track maintenance.

12. CHECKING WORK OF GANGS BY PERMANENT WAY INSPSECTOR:

a. Examination of gang's work:

The work done by a gang either on the previous day or during the interval when the Permanent Way Inspector is next with the gang should be examined for alignment, top and boxing throughout.

The Permanent Way Inspector should inspect rails and sleepers and their fastenings and check cross-levels, gauge, squareness of sleepers and their packing, shoulder-widths of ballast and depth of cess below rail-level.

The Mate's master sheet should be checked, the gang chart/diary book entered and such instructions as necessary issued to the Mate.

b. Examination of Tools:

- i) The Permanent Way Inspector should examine and replace, when necessary, worn tools.
- ii) He should check the accuracy of the spirit level, gauge and straight edge every month, this examination being entered in the Mate's gang chart/diary book.

c. Instructions and Tuition:

The Permanent Way Inspector should ensure that every man in each gang is aware of the following rules in which the men should be examined periodically.

- i) Protecting the line in an emergency or during work effecting the running of trains.
- ii) Method of fixing safety equipments.
- iii) Showing of signals with or without hand signals flags during day and with hand signal lamps during night.
- iv) Action to be taken when a train is noticed to have derailed.
- v) 'Safety First' rules.
- vi) Patrolling of the line during heavy rains.

The Permanent Way Inspector should instruct the men in the proper use of tools and up keep of the road. The instructions should not be of a casual nature, they should be demonstrative.

13. LIFTING OF TRACK:

- a. Lifting of the track will become necessary during regarding and for the elimination of mirror sags, which develop through improper maintenance of yielding soil. For this purpose, correct level pegs should be fixed at suitable intervals.
- b. Heavy lifting should always be carried out under the protection of engineering signals by not more than 75 mm (3") at a time so as to allow for proper consolidation. The ballast for this purpose should be removed and stacked separately and the track lifted on moorum, sand or ash. Lifting should as a rule be carried out in the direction of the rising grade. The easing of the grade for the

passage of trains should not be steeper than 25mm/rail length of 13 meters (1" per rail length). The operation should be repeated until the required level is attained when the road should be finally ballasted, through packed and boxed, the cess being made up to proper level.

14. LOWERING OF TRACK:

- a. The lowering of the track should not be restored to except under special exigencies, as it is difficult to obtain good running in a reasonable time.
When it became necessary, however, trenches should be cut every 30 meters (100 Feet) to the final level in order to give a continuous indication while the operation is in progress, the entire ballast should be removed sufficiently far away from the track to prevent it mixed with excavated material.
- b. The procedure should be to clear the spaces between the sleepers, then slightly lift the track, break the packing beneath and level it into the spaces so left. This material is once more removed, and the operation repeated until the final levels are reached. The road should then be finally ballasted, through packed and boxed, the cess being cut down to proper level. Lowering as in lifting should be restricted to a maximum of 75mm (3") at a time and the grade for passage of trains should not exceed 25mm rail length of 13 meters (1" per rail length). As opposed to lifting, lowering should be carried out in the direction of the falling grade.

15. POINTS AND CROSSINGS:

A. Maintenance: - 08 points and Crossings (1 in 8.5 complete)

- i) At all points and crossings, the gauge shall be exact, the clearances correct as prescribed in the Schedule of Dimensions, the switches and crossings in good condition and alignment the sleepers well packed and the chairs and fastenings and all other fittings properly secured. At the toe of the switch the gauge will however, be slightly slack between stock rails.
- ii) The condition of wear, top as well as side, in stock and switch rails and in crossings should be carefully examined. Bent tongue rails should be straightened where possible; badly or damaged stock and tongue rails and crossings should be replaced by serviceable ones. Burred stock rails likely to obstruct the lock bars should be replaced if necessary.
- iii) Stock and tongue rails should be replaced as complete sets as far as possible.

The following are the usual defects noticed in points and crossings should be guarded against:

- i) Loose heel block bolts. The first two bolts in the switch rail must grip, the other two in the lead rail being tight.
- ii) Defective packing of sleepers causing the stock rail to settle, the switch to rise, and clips to come off the latter.
- iii) Loose crossing bolts, keys or fang bolts.
- iv) Crossing bolts of incorrect length and diameter.
- v) Defective packing of crossing sleepers. VI. Incorrect clearances.
- vi) Incorrectly bent fish plates for the heel of switch.

B. Permanent Way Inspectors inspection:

- i) The Permanent Way Inspector should carry out thorough inspection of points and crossings in running lines once in 3 months.

- ii) He shall be personally responsible to ensure that all points and crossings are in proper working order, completed in every respect and that the correct dimensions are maintained according to the layout plans for points and crossings and slips of the various sections of rails and angles of crossings, defects beyond his power to remedy should be specifically brought to the notice of the Officer-in-Charge.

C. Cleaning and Lubrication of Points:

Permanent Way Inspector shall be responsible for the cleaning and lubrication of slide chairs of all hand operated points.

D. Limiting wear on crossings:

The maximum vertical wear on wing rail and point rails should not be allowed to exceed 10mm (3/8").

16. WORKS INCIDENTAL TO REGULAR TRACK MAINTENANCE:

Screening of ballast section:

- A. For good drainage, periodical screening of stone ballast and making up of ballast section is essential. On average formation, 25 to 33 percent of the gage length should be screened each year as necessary, starting from one end in the first year and finishing at the other end in 3 to 4 years. Particular kilometrage (mileages) may warrant more frequent screening. On moorum or rocky formation, screening may become necessary at longer intervals.
- B. The material in ballast shoulders to full depth and between sleepers to depth 50mm to 75mm (2" to 3") below bottom of sleepers should be removed cleaned and out back. Care should be taken that the packing under sleepers is not disturbed and the much removed is not allowed to raise the cess above the correct level. Two contiguous spaces between sleepers should not work at the same time. Screening should be progressed in alternate panels of one rail length. In no circumstances should several rail lengths of track be stripped of ballast. Where drains across the track exist, these should be cleaned and filled with boulders or ballast to prevent packing from working out forming slacks.

17. ASSESMENT OF BALLAST REQUIREMENTS:

The requirements of ballast for maintenance purpose shall be estimated by screening the ballast section to full depth over a rail-length at every ½ or 1 KM. (Quarter or half mile) and assessing the clean ballast percentage. Care should be taken that cores under the sleeper are not distributed.

18. SIDE AND CATCH WATER DRAINS:

- A. For the efficient drainage of every cutting and in certain cases of the surroundings of the cutting, side and catch water drains should be varied in type according to the nature of the cutting and in size according to the volume of water catered for. Adequate openings to take the full flow of side drains should be provided under level crossings where they exist in or at ends of cuttings. In cutting of black cotton and similar soil catch water drains should be provided sufficiently far from the top of the cutting to avoid any danger of a breach occurring between the drain and the cutting itself. The excavation spoil should be used to form a 'bunds' between the drain and the top of the cutting.
- B. Ballast walls where provided in cutting should be regularly inspected. The efficient maintenance of ballast walls includes the regular cleaning of weep holes, the provision of weep holes where none exists and rebuilding where necessary.

- C. The annual cleaning of side and catch water drains should be carried out methodically and completed before the monsoon sets in.

19. DRAINAGE:

- A. The network of cross and longitudinal drains in yards, whether earthen or masonry should be so planned that storm water is led away in the least possible time. The system of surface drainage, of water columns, carriage-watering and carriage washing hydrants should be efficient maintained.
- B. For convenience of the operating staff, filling between tracks wherever required should be done with earth. In such cases it should be particularly ensured that the drainage is not impeded.

20. LUBRICATION OF RAIL JOINTS:

- A. The purpose of lubricating rail joints is not only to facilitate expansion of rails but also to retard the inherent feature of wear on the fishing planes of the rail and fishplate. Reduced wear on fishing planes is one of the preventives for low joints.
- B. The type of lubricant should be specified by the Site Engineer. A stiff paste of plumbage (graphite) and cheap kerosene oil, make up in the proportion of 3Kg (6 lbs) of plumb ago to 2 Kg (4 lbs) of kerosene oil may be prescribed. Black oil or reclaimed oil for fish bolts and nuts may be used.
- I. The following quantities to be specification mentioned should suffice for 100 single joints:-
- | | | |
|------------------------|-------|------------------|
| Plumbage | _____ | 5 Kg (11 lbs) |
| Kerosene Oil | _____ | 3.5 Kg (7 ½ lbs) |
| Black or reclaimed Oil | _____ | 2.75 Kg (6lbs) |
- II. Rail joints should normally be lubricated once a year on a programmed basis during the cold weather months. In localities where the lubricant retains its effectiveness for a longer time, this period may be extended to 2 years under special instructions from the Officer-in-Charge.
- III. The lubrication of rail joints should generally be carried out by gangs working under the direct supervision of at least qualified Permanent Way Mystery. The work should be carried out under Safety permits arrange to be issued daily be the Permanent Way or Assistant Permanent Way Inspector and under the protection of engineering signals. In order to minimize possible detentions to trains, this work should not be done at more than one place at a time or any one section.
- As an alternative, the work of lubrication may be carried out by the key man of the gang assisted by one or more men on such sections as may be specified by the Officer-in-Charge. In such cases the Key man shall exhibit a red signal flag at the site of the work. Not more than one joint should be opened at a time under this procedure.
- C. The lubrication of rail joints and reversing of fish bolts should be carried out as follows:
- I. Unscrew the nuts and remove the fish-plates on the nut side, leaving the other fish plate and bolts in position.
- II. Clean the fishing surface of the fish-plate and the rails with a wire brush; lubricate and replace the fish-plates.
- III. Take out fish-bolts, one at a time, and put each back, after oiling, in the reverse position.
- IV. Treat the other fish-plate and fishing surface of the rail similarly.

- V. Replace nuts and tighten to the extent possible with the standard fish-bolts spanner without overstraining the bolts.
 - VI. Two joints opposite each other shall not be opened out at the same time. It should be particularly noted that at no time during the operation there is less than one fish plate and three fish-bolts without nuts connecting the two rails.
 - VII. Both the fish-plates should be fixed and at least one fish-bolt and nut on either side of each joint should be tightened when a train is approaching the site of work. This must be done before the banner flags protecting the site of work is ordered to be removed.
- D. Lubrication of rail joints shall not be done in extremes of temperatures. Creep where it is heavy must be adjusted before work of lubrication of joints is undertaken.
- E. The lengths over which the rail joints are lubricated together with dates shall be recorded in the permanent Way Inspector's register.
- F. In the month of April, Permanent Way Inspector should submit to the Officer-in-Charge certificate of lubrication of rail joints with any extensions given reasons.
- G. For all works such as relaying, rail renewals and renewals of turnouts, rail joints should be lubricated. The importance of going over and retightening the bolts after the fish plates have taken a bearing under traffic should be impressed on the staff.

21. COUNTERACTION AND ADJUSTMENT OF CREEP:

- A. Rails have a tendency to gradually move in the direction of dominant traffic. The reason is believed to be the 'ironing out' by moving loads, augmented by braking loads and the impact of the wheels on the running-on ends of rails particularly when they are in a state of expansion or contraction. Among the troubles caused by 'Creep' are: -
- I. Sleepers getting out of square.
 - II. Distortion of gauge.
 - III. Loosening of joints.
 - IV. Shearing and breaking of spikes, bolts and fishplates as a result of bucking in extreme cases.
- B. The following are some of the avoidable causes to which creep is attributed: -
- I. Uneven cross-levels.
 - II. Rail not secured as tightly as required to each sleeper.
 - III. Yielding roadbed.
 - III. Lack of proper drainage.
 - IV. Decaying sleepers.
 - V. Uneven spacing of sleepers.
 - VI. Badly adjusted super elevation on curves.
 - VII. Rails too light for the traffic they carry.
 - VIII. Inefficient or badly maintained rail joints.
 - IX. Scant or excessive provision for rail expansion.
 - X. Defective packing.
 - XI. Poor or insufficient ballast.
 - XII. Improper use of train brakes.
- Careful maintenance of the track, particularly in regard to the driving home of all spikes and keys and the continued careful packing of 'slacks' as soon as they appear, should assist in reducing 'creep'.

- C. Creep register should be maintained in a form which will show clearly the amount of creep occurring on any section. Entries should be complete as regards kilometers (miles), section and length of rails, sleepers-density, type and number of anchors per rail-length used, periodically readings of creep one way or the other with dates should be recorded with date when last adjusted and in case additional anchors are fixed, their dispositions and date of fixtures.
- D. Creep in excess of 150mm (6") shall not be permitted. Adjustment should be carried out as necessitated.

Consecutive jammed joints noticed and intervals at a kilometer age (mileage) should be considered as an indication for creep adjustment. The work of creep adjustment should be carried out under the protection of engineering signals by the Permanent Way Inspector who should take careful measurements of the expansion gaps as existing and choose the length to be dealt within one operation. The total amount which should exist on that length. Correct expansion liners shall be used for the purposes.

22. ACTION ON BUCKLING OF TRACK:

- A. A special watch should be kept on the junction of two stretches of track, one liable to creep and the other held against creep, such as when track of wooden sleepers with inadequate anchors and scanty or ballast or track on metal sleepers with worn and loose fastenings (steel through or cast iron sleepers with loose keys) butts against track laid on new sleepers with tight fastenings on track anchored and ballasted as with welded track. As one side movement of rails due to creep from the other side is resisted resulting in heavy compressive force being exerted, which will tend to buckle the track. Jammed rail joints at such junctions are, therefore, an indication of the track being subjected to undue strains calling for remedial measures such as pulling back of rails and provision of anti-creep devices. The supervisory staff should specially look out for jammed joints at such vulnerable junction points while trolly over the sections and take steps to pull back the rails as frequently as necessary. In the Creep Registers and, particularly during the hot months to weather. Such a serious occurrence could only be attributed to neglect of duty on the part of the permanent way staff.
- B. If buckling does occur or appear imminent, the track should be slowed to a flat reverse curve. On curve, the track should be slewed outwards. On double line the track centers should first be increased. Clearances to structures and signals should be carefully verified and only if none of the rails or joints is crippled by buckling, traffic permitted to pass at a reduced speed over the affected portion.

GENERAL INSTRUCTIONS ON TRACK MAINTENANCE.

23. SAFETY OF THE LINE:

Every Mate and Key man shall see that his length of line is kept safe for the passage of trains. Kilometre ages (Mileages) needing urgent attention shall be picked up without waiting for orders from the Permanent Way Inspector.

RELIEF ARRANGEMENTS IN EMERGENCIES:

The Mate shall arrange immediate relief for Key man, Gateman, Patrolmen and Watchmen even due to sickness they are unable to perform their duties.

EQUIPMENT AT SITE OR WORK:

Every Mate shall ensure that following tools and equipments are with him at site of work: -

- I. Gauge, straight edge and spirit level, square, can't board, hemp cord, yard stick, keying and/or spiking hammer, fish bolts spanner, 2 sets of H.S. flags and marking chalk.
- II. Sufficient number of shovels or phowrahs, beaters, crow-bars, ballast forks or rakes and mortar pans or baskets.
The Mate shall keep in his charge in the tool box other tools and equipments as may be prescribed.

24. PRECAUTIONS WHEN VIEW IS OBSTRUCTED:

- A. On double and multiple lines on curves, the view is temporarily obstructed due to a train passing over a track other than the track on which the Gang men are working; it is worsened when trains are crossing each other. The noise of a train passing over one track prevents hearing the noise or whistle of another approaching the work site.
- B. When working at a place from which an approaching train cannot be seen at least 400 meters (a quarter of a mile) away, a Gang men with hand signals should be sent out by the Mate:-
 - I. On a double line in the direction of approaching trains.
 - II. On a single line in the direction the view is obstructed (in both directions if view is obstructed on each side) and it will be the duty of such flagman to warn the Mate by means of signals when a train is approaching. Mate will be responsible for warring the gang in good time to enable them to get clear of the track.
 - III. It may be deemed expedient as an additional precaution to issue portable whistle boards to the Mates who should fix them at least 400 meters (quarter of a mile) from the work site in the direction the view is obstructed to less than this distance.

25. TIDINESS OF SECTION:

The Mate shall see that the whole of his gang length is kept neat and tidy and that all loose materials are collected and brought to stores, gang quarters or gate lodges.

26. SAFE CUSTODY OF TOOLS:

The Mate shall be responsible for the safe custody of tools used by him, the Key men and Gang men on work remove their tools clear of the track on the approach of a train. After the day's work, the Mate should secure the tools in the tool box. In no case, should Gang men be permitted to take tools to their homes.

27. ACTION WHEN LINE IS UNSAFE OR IN EVENT OF ACCIDENT:

In the event of an accident the Mate, Key man and Gang man should look out for broken fittings of wagons and track components and see that these are not disturbed until they have been seen and recorded by a responsible official.

28. COMMENCING WORK AFFECTIVE SAFETY OR TRAINS:

No work which may involve danger to trains should be undertaken by the Mate except under the personal supervision of the Permanent Ways Inspector or Assistant Permanent Way Inspector or a competent person authorized by special instruction unless it is

emergency, in which case the Mate must see that the required signals for protection of the line are exhibited.

29. KEYMAN'S DAILY INSPECTION:

- A. The selection of a man to perform the duties of a key man is to be considered as a step in his training as Mate. The selection should be based on his intelligence, knowledge of work and capacity to manage a gang.
- B. The key man shall carry with him on his rounds, 2 red flanges, a green flag, a keying and/or spiking hamper, a fish bolt spanner and other tools such as track gauge and flange way gauge as required.
- C. The Key man shall inspect by foot his entire beat once a day both the tracks and bridges and return along the opposite rail to that taken on his outward journey. On Sundays and gang holidays, he shall perform the usual duties and get one days rest in the week as per the roster of duties in force. On rest-days or during absence on leave or sickness, a senior intelligent gang man should deputies for the Key man.
- D. While wailing over his length, he should look for defects, such as loose dog spikes, keys, chairs, fish bolts, fittings on girder bridges, open top culverts broken pots or tie bars, and attend to them as necessary. If he finds that fittings are consistently working loose even after repeated attention, he should report the matter to the Mate and the Permanent Way Inspector. If the defects are serious he should at once inform the Mate of the gang, protecting the line in the meantime, if necessary, according to rules.
- E. If he should notice any condition of danger such as broken rail or wash away of ballast, he shall at once protect the line as per rules, take such action as is possible and report the matter to the Mate and the Permanent Way Inspector.
- F. At unmanned level crossings, he shall maintain the flange-ways between the check and the running rails clear of obstruction.
- G. After completing inspection of the gang length, the Key man should assist the Mate on the day's work being done.

The Key man shall officiate for the Mate during absence of the latter.

30. MATERIALS FOUND ON LINE:

When materials such as dynamo-belts, engine tools and personal articles are found on line, the Key man should collect them and arrange for handling over to Officer-in-Charge.

31. WEEKLY INSPECTION OF GANG LENGTH BY MATE:

The Mate shall inspect the whole gang length once a week on which day he will carry out the Key man's work and duties and the key man remain in charge of the gang.

SLEEPERS AND FASTNINGS

32. LAYING:

- A. Sleepers shall be laid and maintained square to the rail on straights and radical on curves.
- B. The sleeper-spacing on straights and curves shall be in accordance with approved plains.
Rail joint shall be suspended, and joint sleepers spaced as closely together as consistent with good packing. The maximum space between the joint sleepers

on centres shall not exceed 300 mm (12") for wooden and 380 mm (15") for CST 9 and steel through sleepers, followed by greater spacing between the 'shoulder' and the joint sleeper and increased spacing between intermediate sleepers.

- C. On plate sleepers fitted with two-way keys small keys should be driven in the direction of traffic on the double line and alternatively in opposite directions on single line.

In the case of plate sleepers which do not have the way keys, sleepers should be so arranged on single line that the keys could be driven in opposite directions over alternate sleepers.

- D. On steel sleepers, the keys on the outside and those on the inside should be driven to the same extents respectively. Unless this is achieved during laying, adjustment of gauge in the course of maintenance would necessitate slowing of sleepers one way or the other and rekeying.
- E. Untreated wooden sleepers shall be laid with sap wood on top and heart-wood below. Treated sleepers shall be laid with heart-wood on top and sap wood below.
- F. The laying of bridge sleepers shall be done in accordance with the instructions of Officer-in Charge. During resleepering special attention should be paid to the cleaning and painting of sleeper seat on the girders.

33. GAUGE:

On straights and curves up to and including 4" on B.G. the gauge shall be neat i.e. exact.

34. RESPACING:

- A) For repacking of wooden sleepers, the dog spikes should be loosened just enough to admit of the sleeper being shifted.
- B) When repacking cast iron or steel through sleepers, the keys should be removed, and the packing-core broken before shifting the sleeper.

35. RAILS AND RAIL JOINTS:

Maintenance of Rails:

A. The efficient maintenance of rails depends on: -

- I. The efficiency of fastenings.
- II. The efficiency of the packing and the correct spacing of the sleepers.
- III. The provision and maintenance of correct expansion spaces.
- IV. The proper lubrication and fishing of the joints.
- V. The correct maintenance of the gauge and cross levels.

B. BENT RAILS: KINKED RAILS:

Bent rails usually caused by careless handling shall on no account put into the road; these should be straightened with a Jim-crow before being laid. Kinked rails in the track shall be crowed in position, the keys or dog spikes of at least four sleepers on either side of the kink being removed during the operation.

C. HOGGED RAILS:

A hogged rail is one with its end or ends having a permanent set. A hogged rail-end in the track is ascertained by unfitting the joint, removing the fastenings and measuring the extent of the hog at the rail end by placing a 1 meter (2 feet) long straight edge over the rail table with one end above the end of the rail. Correct

spacing and firm packing of joint sleepers can help in minimizing the development of hogged joints.

Joints with worn fishing planes may be improved by the use of tapered shims or reconditions fish plates.

36. AVOIDING OF JOINTS AT LEVEL CROSSINGS AND BRIDGES:

A joint in the track is the weakest spot, joints should, therefore, receive greater and sustained attention.

Joints should be avoided: -

- I. In a level crossing.
- II. On the approach within 3 meters (10 Feet) of a bridge abutment.
- III. On short spans of any type.

37. CAREFUL USAGE OF FISH PLATES:

The hammering of fish plates should be strictly forbidden. When adjusting creep, the correct method is to loosen the fastenings and, if the rail cannot be moved, to gently hammer against the fish plate with a wooden piece interposed.

38. TIGHTENING FISH PLATES:

Over-tightening of fish plates shall be avoided. Fish bolt spanners of standard length on B.G. shall be used.

39. COMBINATION OF FISH PLATES:

Rails at such Joints should but against each other and fish bolts tightened.

40. USE OF SHIMS:

Tapered shims of the correct size may be used where the wear in the fishing plates is appreciable. The size should be arrived at by the use of feeler gauges in the fishing planes.

41. Supply and stacking of graded stone aggregate of size as follows:

- I. 20 to 40 mm.
- II. 41 to 65 mm.

42. UNLOADING BALLAST ALONG THE LINE:

When unloading ballast along the line, care shall be taken that the heaps at the sides and the center are clear of maximum running dimensions.

Ballast shall not be unloaded upon signal wires or point roding.

43. SURPLUS BALLAST ALONG THE LINE:

All surplus ballast left along the line should be collected and stacked in regular heaps, not left scattered on the slopes to be lover grown by grass and lost.

44. PERMANENT WAY WORKS IN OVER HEAD ELECTRIFIED AREA:

- a) Each engineer and supervisor charged with the maintenance of track in a area equipped for overhead electric traction manual” which contains the special rules for operation of the truncation power distribution system and precautions for works in its vicinity. These rules should be thoroughly read, and they will be responsible for their strict compliance.

- b) No fish plate and/or rails are to be taken out without first using jumpers on either side of the proposed dismantling to avoid receiving electrical shock by the workers.
- c) **PERMIT - TO - WORK:** For work adjacent to overhead electric equipment, the Engineer in charge will apply to the proper authority of the Indian Railway traction department sufficiently in advance for sanctioning of power block required. Traction Power Controller will arrange to isolate and earth the section concerned on the date and time specified. He shall then issue a **“Permit - to - work”** to the Engineer in charge. On completion of the work the **“permit-to-work”** should be cancelled and the traction power controller advised who will arrange to restore the power supply.
- d) No cranes shall be worked except on the authorised **“permit to work”**. In every case of working of a crane, arrangements should be made for the presence of authorised overhead equipment staff to ensure that all safety precautions are taken.
- e) For slewing or alternation to track, sufficient advance notice shall be given to the traction officer so that he may arrange for the overhead equipment to be adjusted to confirm to the revised conditions if necessary.
- f) The Supervisor/PWI of the contractor shall ensure that no tampering / disturbance to the rail base cross-bonds and traction sub-station negative feeders is made and in case of any deficiency / defect noticed, should be reported to the Engineer in charge, who will inform the traction power controller.

45. MAINTENANCE OF LEVEL-CROSSINGS:

A. Obstruction of view:

All trees, bushes or undergrowth that interfere or lend to interfere with the view from the Railway or roadway when approaching level-crossing should be cut down.

B. Inspection and Maintenance:

- I. Each level-crossing must be opened out and the condition of sleepers, rail and fastenings inspected at least once a year or more frequently as warranted by conditions. In all cases where earth is normally in contact with rails (running or guard) and fastenings, these shall be thoroughly cleaned with wire brush and a coat of coal-tar applied.
- II. When replacing sleepers at level-crossings, treated or coal-tarred sleepers should be used.
- III. The Key man during his daily beat should pay requisite attention to the general condition of such level-crossings and keep the flange ways clean and free from obstruction.

46. The ‘Permanent Way Inspector/Mistri/Mate/Key man’ shall mean workmen / employees of the contractor or any other sub-contractor and shall not anyway constitute workmen/employees of HURL.

47. INSPECTION BY NORTHERN EASTERN RAILWAY:

Railway Tracks of HURL Private Siding are subjected to inspection by authorized representative of Northern Eastern Railway from time to time. The contractor would be fully responsible for the damages to the stock due to poor/faulty maintenance of Railway Tracks. The contractor would also be responsible for the losses HURL may suffer on account of declaring HURL Siding or part thereof as unfit for movement of vehicles.

48. GRASS CUTTING:

The contractor shall ensure proper cleanliness of the Railway siding. He shall depute extra staff during monsoon season for grass cutting; trimming of trees, removal of bushes/unwanted weeds and disposal of garbage from the siding. The contractor shall be required to repeat grass cutting operation thrice in a year. It shall be the responsibility of the contractor to remove the garbage from the whole yard and to transport the same outside the factory premises. The contractor shall also sprinkle the pesticides to control the growth of grass.

Measurement:

The measurement shall be taken by the officer-in-charge or his authorized representative from time to time and the same shall be recorded in the relevant register.

49. FABRICATION/FIXATION OF PLATES/CUTTING/WELDING.

The contractor shall make necessary arrangement for fabrication & fixation of plates on rail tracks cutting & welding of rails. There are iron/steel plates fixed under the rails on manual hopper and tippler lines for foundation purpose of the following sizes.

Size: 10" X 6"

Thickness: 11 mm to 15 mm.

The contractor shall arrange his own welding sets for fabrication, fixation, cutting & welding of said plates, rails or any other item.

- 50. Tools, plant, office and Equipment:** The contractor shall arrange at his own expense all tools, plant office and equipment required for execution of works. Space for contractor office will be provided by HURL inside the plant premises. Electricity Connection provision will be provided as per availability of nearby distribution facility free of charge. However, contractor shall supply the required electrical cable from power source to their office.

51. EMERGENCY WORKS (as and when required)

In case of emergencies such as accident, derailment, the contractor shall attend to restoration work.

A committee shall be appointed by HURL, to ascertain the cause of such accident / derailment. The contractor's authorised representative shall also be associated as the member of committee. The findings of the committee as accepted by HURL Authority shall final & binding on the contractor. In case it is established that the cause of accident / derailment is due to faulty maintenance of permanent way, the contractor will be penalised by an amount of Rs. 20000/-plus 10% of the cost of repairs to the rolling stock as assessed by HURL and no additional payment shall be made for restoration work.

In case it is established that the cause accident / derailment is not attributable to faulty maintenance of permanent way, the contractor shall be paid only for rectification of damaged.

52. MISCELLANEOUS:**a) DUTIES & RESPONSIBILITIES OF PWI**

- i. Inspection and maintenance of track including turnouts and curves, in a satisfactory and safe condition for traffic.
- ii. Efficient execution of all works incidental to track maintenance.
- iii. Accountal of stores in his charge.
- iv. Forecasting requirement of P.way materials for the upkeep of the track under his charge 6 months in advance.

- v. During routine in-sections he shall check for any weakness in bridges culverts and structures affecting track and promptly report such matter to the Engineer-in-charge.
- vi. Trees in proximity to and liable to foul the track during storms should be felled after observing the prescribed formalities required as per relevant Acts and promulgations of the Govt.
- vii. He shall permit no work affecting the safety of the track except under his personal supervision.

b) ROUTING TRACK INSPECTION:

- i. The PWI shall inspect the entire section at least 3 days a week by push trolley or more often as necessary and shall: -
- ii. Take note of the kilometres requiring immediate attention and direct and instruct the mate for doing the work;
- iii. Check the gangs work done on the previous day in detail and take detail and take remedial actions on any short comings;
- iv. Ensure systematic work to the “Round the Year” schedule / programme for track maintenance;
- v. Instruct and upgrade men at method of work;
- vi. Mark and Initial muster of gang, Gatemen if any and artesian staff;
- vii. Check the correctness of the gauge and spirit levels with gangs once a month;
- viii. Arrange for replacing of all unserviceable tools and plants and defective or perished equipment for protection of track. Will not allow the gangmen to take the tools to their residence and will ensure that these are deposited in the nominated tool box/room. He will take special precaution of the safe keeping of the fish bolt spanners and crow bars.
- ix. Ensure that Mates, Keymen Gangmen, Gatemen, Artisans and helpers, patrolmen and watchman have a knowledge of rules, in which they should be regularly counselled and periodically examined.
- x. Check the imprest tools, safety equipment and materials with gangs once a month;
- xi. He shall maintain the progress of the maintenance work in “Gang chart”, which should be up dated every time he makes a round of inspection.
- xii. Measure and Maintain the “Creep” of rails once in a month in creep register.
- xiii. Conduct detailed inspection of points and crossings and record the findings in appropriate points and crossings register. The points and crossings register. The points and crossings inspection shall be done once in 3 months for each points and crossings.
- xiv. Take versine and super elevation and gauge reaching of all curves in the section and record the findings in the “Curve Inspection Register” where in each curve should be thus checked once in a month on Cyclic order.
- xv. He shall especially be vigilant and check for and maintaining the relevant track parameters as per “Indian Railways Schedule of Standard Dimensions for Railway”. Any infringement should be promptly removed.
- xvi. PWI shall prepare monthly progress report of the works under his control and submit the same to the Engineer-in-charge of the Contract by 2nd of each month.
- xvii. The PWI shall keep liaison with the sectional PWI of the Indian Railways and accompanies periodical obligatory inspection by the Indian Railway officials and obtain the fitness certificate for the private Railway siding.

- xviii. The PWI should also act as an extension to the Contractor to ensure that the rules laid down in acts and Regulations, and as modified from time to time, are strictly complied with.
- xix. The Contractors PWI will prepare and maintain a “Section Register” to record important details of the track / section.

Maintenance of private railway siding at
..... with progress report for the month of

<i>Description of Job</i>	<i>Location/ Challenge</i>	<i>Date</i>	<i>Quantum of work done</i>	<i>Labour present</i>	<i>remarks</i>

CHECK LIST FOR P.WAY WORKS OF MAINTENANCE

<i>Mode of Check</i>	-	<i>Mode of Checking</i>
Trade gauge & cross levels	-	Check at 4 locations in one (At eight joint and at two intermediate points)
Packing's	-	At every 4th sleeper on the previous day work by taking the sounding with the help of either "canne boule" or beater.
Alignment	-	As per the tolerance given in the "Technical Specification/ Railway Codes" for curves and straight track.
Points & Crossings	-	a) Gauge: At switch portion; crossings; portion and the intermediate connecting track (Lead). b) Check for tightness of all fittings; c) Check for proper lubrication of the switch portion for smooth operation of points; d) Check the clearances at nose of crossings and check rail clearances over each block
Road Drainage	-	Check for possible blockage and pre-empt likely water stagnation.
Level crossings	-	a) At the time of annual overhauling and check the condition of rails, sleeper and fittings; see that all the terms of checks are done as described in the "Railway Specifications". b) Normal checking will be for track clearance, channels should be free from blockage. Approaches should be made with packing and road between should be in the well-maintained condition.
Materials	-	Keep a close watch on the daily materials transaction register of the contractor to see that he is properly accounting the materials issued to him for track work.

ANNEXURE-B**ANNUAL PROGRAMME FOR REGULAR TRACK MAINTENANCE**

Sr. No	PERIOD	WORK
I	<p>Post monsoon attention</p> <p>For about 6 months after end of monsoon</p>	<p>Systematic through packing from one end of the</p> <p>Normally 4 to 5 days per week should be allotted through packing and the remaining days for picking up slacks, Attention to bridge approaches level crossings and points and crossings.</p> <p>Work such as screening of ballast section, lubrication of rail joints and re-aligning of curves should be done during this period.</p> <p>As many through-packings as possible should be carried out.</p>
II	<p>Pre-monsoon attention for about 2 months prior to break of monsoon. In area with rain</p> <p>i) up to 760 mm (30 inches)</p> <p>ii) Above 760mm (30 inches)</p> <p>iii) Attention during monsoon:</p> <p>For about 4 months.</p>	<p>Normally 4 days in a week should be devoted to</p> <p>Picking up slacks and remaining days for cleaning of side and catch water drains and earth work repairs to cess and picking up slacks.</p> <p>Normally 4 days in a week should be devoted to</p> <p>Picking up slacks and remaining days for cleaning of side and catch water drains and earth work repairs to cess.</p> <p>Attention to track as required.</p> <p>This will primarily include picking up slacks and attention to side and catch water drains and water-ways.</p> <p>During abnormally heavy rain, patrolling of the line by gangs should be carried out in addition to regular monsoon patrolling.</p>

Note: - Scattered or casual renewals, creep adjustment and earthwork repairs should be done as necessary.

DETAILS OF MINIMUM MANPOWER REQUIRED TO BE DEPLOYED FOR THE WORK PER DAY

A. For Item no.1 Manpower to be deployed

<i>Sl. No.</i>	<i>Category</i>	<i>Number</i>
1.	PWS/PWI	1
2.	Keyman	02
3.	Gangman	06

B. For Item no.2 Additional Manpower to be deployed

<i>Sl. No.</i>	<i>Category</i>	<i>Number</i>
1.	PWI/ PWS	To be supervised by the Item no.1
2.	Keyman	01
3.	Gangman	02

Note:1. Minimum man power deployment shall be based broadly as above and will be modified as mutually agreed to suit the detailed maintenance programme jointly worked out, further if any additional man power is required for completion of work in time, the same shall be provided by you as directed by Engineer-in-charge without any extra cost.

Note:

1. **For Sr. No. 1 of Price bid BOQ:** For 3.8 KM Plant inside Area.
2. **For Sr. No. 2 of Price Bid BOQ:** For 1.3 KM Plant Outside Area. However, this item may get executed after the handover of outside railway siding or as per the instruction of the EIC.

BOQ Format (Price not to be quoted here):

Sr. No.	Description of Item	Unit	Qty
1	Monthly Lump sum Rate for Maintenance of 60KG BG Railway Tracks including all Points & Crossings, Culverts, Bridges, Turnouts, Gradients, Check Rails etc. pertaining to HURL Private Siding in accordance with Annual Programme of Regular Track Maintenance described in Indian Railway Way and Works Manual and Supervision by PWI / APW / Mistry at our Siding once in a Week. (Including the supply of Mobioil and grease for lubrication) - For 3.8KM Plant inside Area Cost of Supply and replacement of small fittings like ERCs, Rubber pads, liners, key, cotters, spikes, fish bolts, fish plates are included	MON	24

2	<p>Monthly Lump sum Rate for Maintenance of 60KG BG Railway Tracks including all Points & Crossings, Culverts, Bridges, Turnouts, Gradients, Check Rails etc. pertaining to HURL Private Siding in accordance with Annual Programme of Regular Track Maintenance described in Indian Railway Way and Works Manual and Supervision by PWI / APW / Mistry at our Siding once in a Week. (Including the supply of Mobioil and grease for lubrication) - For 1.3 KM Plant Outside Area</p> <p>Cost of Supply and replacement of small fittings like ERCs, Rubber pads, liners, key, cotters, spikes, fidh bolts, fish plates are included</p> <p>* Item may get executed after the handover of outside railway siding or as per the instruction of the EIC</p>	MON	18
3	Red Oxide painting of Rail Track (Both side) after the complete cleaning and scrapping of rust.	Meter	20400
4	Synthetic enamel painting of Rail Track (Both Side)	Meter	20400

HINDUSTAN URVARAK & RASAYAN LIMITED

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



SECTION – V

FORMS RELATED TO BID

INDEX

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronics Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorised 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 for Declaration of GST
9	Format of Bank Guarantee for Bid Security
10	Format of Performance Bank Guarantee
11	Bank Guarantee Verification Checklist
12	Format for Contract Agreement

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

Bidder's Techno-Commercial Proposal Ref. No.:

Bidder's Name & Address :

Date:

Person to be contacted :
Designation :
Tel. No(s). :
Mobile No. :
Fax No(s). :
E-mail address :

To

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

Dear Sirs,

- 1.0 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.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

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

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

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.
3	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section V)
5	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)
6	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)
8	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised 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. 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.
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 V).
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 V).
11	Declaration of GST as per Annexure- 8 to Forms and Procedures i.e., Section V
12	Any Other Document asked for in the Bidding Document

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

- 3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have

not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

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

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

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a **period 180 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Dated this..... day of

Thanking you,

Yours faithfully,

Date:

Place:

(authorised signatory Name).

(Designation)

Company Seal

Format for Electronics Payment

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

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

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

Authorized signatory of the bidder

Name

Designation

Date

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ 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)

DECLARATION FOR “NO DEVIATION”

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

1. With reference to our Bid Proposal No. dated For ...(Name of Package to be mentioned)....., we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.

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)

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

Ref. _____ : Date: _____

To

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

Sub:

Bidding Doc. No.

Dear Sir,

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

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

Yours faithfully,
(Signature)

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

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

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

Ref. :

Date:

To

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

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)

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)

Bid Ref No.:

Bidder's Name and Address:

To,

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

Dear Sir,

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

**DECLARATION REGARDING GST
(To be given on Company Letter Head)**

Date:

To,

Sub: Declaration Regarding GST

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

We hereby submit following declaration with respect to the applicability of GST.

GST (Goods and Service Tax) is inclusive @ _____ in quoted rate.

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

(Please tick in the applicable Box for GST)

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: -

1. GST will be loaded in rate quoted by party for obtaining landed cost.
2. If the bidder quotes Zero "0" in the Applicable GST rate in the declaration OR doesn't submit the declaration then the GST amount would be deemed to be included in the per unit rate quoted by the bidder in the BOQ.

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:

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

Dear Sirs,

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed [Bid security amount]

2. This bank guarantee shall be valid up to [expiry date]
3. We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon us a written claim or demand on or before [claim expiry date of guarantee]”.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....at.....

(Signature)
(Name)
(Designation with Bank Stamp)

Authorized Vide Power of Attorney No...

Date...

NOTE:

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

Bank: SBI
Current account no 36245010741,
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,

Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Admin Building, HURL Campus,
PO-HURL Fertilizer Plant,
Gorakhpur-273007

Dear Sirs,

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

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

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the

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

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

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

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

WITNESS :

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

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

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

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

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

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

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
recognised by Reserve Bank of India,
is the BG confirmed by a Bank in India
acceptable as per Bidding /
Contract Documents?

Date : Signature.....
Place :

Printed Name of Authorized Person having Power of
Attorney.....
(Designation)
(Common Seal)

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

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

(1) *[Name of 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

2.1 Contract Price

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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

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"]