HINDUSTAN URVARAK & RASAYAN LIMITED

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

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

SECTION-I NOTICE INVITING TENDER (NIT)

TENDER: CENTRALIZED PROCUREMENT OF 'THREAD FOR BAGS' FOR ALL THREE UNITS OF HURL.

NIT NO. HURL/HQ/26CS087 Date: 04.11.2026

GeM Tender Ref. No - GEM/2026/B/8199838; Date: 04.11.2026

HINDUSTAN URVARAK & RASAYAN LIMITED

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

TENDER SPECIFIC TERMS & CONDITIONS OF CONTRACT

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

1. **Qualifying Requirements / Pre-Qualification Criteria (PQC)**

1.1 IMPORTANT INSTRUCTIONS TO BIDDERS:

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

1.1.2 **Brief Details**

Published Date	Refer GeM Portal
Bid Document Download / Sale Start Date	Refer GeM Portal
Bid submission Start Date	Refer GeM Portal
Last Date and Time for Bid submission	Refer GeM Portal
Technical Bid Opening Date & Time	Refer GeM Portal
Earnest Money Deposit (EMD)	For Gorakhpur: -INR 2,50,000 For Sindri: - INR 2,50,000 For Barauni: - INR 2,50,000
Pre-Bid Conference Date & Time (if any)	Refer GeM Portal
Last Query Date	Refer GeM Portal
Reverse Auction	Applicable

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

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

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

1.1.4 All UDYAM registered vendors -MSE Category are exempted from submission of tender fee & EMD. UDYAM REGISTRATION CERTIFICATE must be submitted online along with the bidding documents to avail the exemption from furnishing the EMD.

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

1.1.6 A complete set of Bidding Documents may be downloaded by any interested from the e-tendering Site (https://gem.gov.in/).

Bidder who has downloaded the tender from GeM Website (https://gem.gov.in/) shall not tamper/modify the tender document/form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with HURL for a period of two years.

Intending Bidders are advised to visit GeM website https://gem.gov.in/ regularly till closing date of submission of tender for any corrigendum / addendum / amendment.

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

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

*In case Spouse, Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother (including step-brothers) and Sister (including step-sisters) submit their bid for the same tender, all such bids will be rejected. However, in case they are a separate entity and are participating in the same tender they will provide an affidavit to this effect, as per **Form: F/C&M/HQ/007** (enclosed at Section VI, Forms and Procedures of the Tender Document), stating that they do not have a business relationship with the other bidders.*

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

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

1.1.7 Qualifying Requirements / Pre-Qualification Criteria (PQC)

1.1.7.1 Pre- Qualification Criteria:

S. No.	Qualifying Requirement	Documents required (To be submitted as part of technical bid)
1	Bidder should either be: i. Company registered under the Companies Act, 1956/2013 OR ii. Registered partnership firm OR iii. Registered proprietorship firm OR iv. Registered societies / Cooperative societies OR v. Registered Limited Liability Partnership (LLP)	For companies registered under the Companies Act, 1956/2013, notarized copy of Memorandum and Articles of Association and List of Directors, Copy of Certificate of Incorporation to be submitted. OR In case of partnership firm, notarized copy of Partnership Deed to be submitted. OR For Proprietorship firm, Affidavit of Proprietorship duly notarized (Latest), to be submitted. OR Co-operative societies / Registered societies- Copy of Registration certificate, Copy of Resolution of Members to be submitted. OR For Limited Liability Partnership (LLP), Copy of Certificate of incorporation to be submitted.
2	The bidder shall be the original manufacturer of Thread OR Authorized source of thread manufacturer.	1. In case, the bidder is manufacturer, they shall submit documentary proof of manufacturing of offered product/ copy of valid manufacturer's license/ approved document showing the bidder as manufacturer. 2. In case the manufacturer wants to quote through their authorized

		dealer/ distributor or their authorized dealer wants to quote separately then authorization certificate from the manufacturer is required in addition to above. The Authorization certificate should be issued for specific tender/enquiry
3	BIDDER must have satisfactorily executed similar works* during last seven (07) years ending last day of month previous to the one in which NIT is published and shall meet either of followings work order criteria mentioned below: One similar completed work with executed value not less than Rs 99.2 Lakhs if quoted for single site & not less than Rs 198.3 Lakhs if quoted for two sites & not less than Rs 297.4 Lakhs if quoted for three sites OR, Two similar completed work each with executed value not less than Rs 62 Lakhs if quoted for single site & not less than Rs 124 Lakhs if quoted for two sites & not less than Rs 185.9 Lakhs if quoted for three sites OR, Three similar completed work each with executed value not less than Rs 49.6 Lakhs if quoted for single site & not less than Rs 99.2 Lakhs if quoted for two sites & not less than Rs 148.7 Lakhs if quoted for three sites **Definition of Similar works:-** Supply of similar nature of Thread to any Fertilizer/ Chemical/ Petrochemical/ Cement Industry **Note 1** - The word “executed” means the bidder should have achieved the criterion specified in the Qualifying Requirements, even if the total contract is not completed/ closed. In case Order/contract(s) is under	A) Copy of Work Order/ PO/ rate contract/ agreement with following details: i. Work order/PO/rate contract/ agreement with number, date and value ii. Name of the Owner /client, iii. Period of contract/ supply iv. Scope of work /items to be supplied B) Execution certificate issued by Owner / Client/ Practicing Chartered Accountants (With UDIN No.)/ statutory auditors with Membership No. of signatory & Firm along with UDIN/client highlighting below: a. Reference purchase order/ PO/ rate contract/ agreement with number, date and value b. Name of the Owner / client, c. Period of Contract d. Executed value under the purchase order /PO /Rate contract/ agreement. C) Contact details of the Employer/ Owner / Client / end user. **Note-** UDIN number should be mentioned in the CA certificates.

	execution as on the date of technical bid opening, the value of work executed till such date will be considered provided the same is certified by the Chartered Accountants /client /Owner. **Note 2** - For above, job executed by bidder for its own plant / project cannot be considered as experience for the purpose of technical criteria evaluation. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of technical criteria evaluation subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.	**Note-1:** Execution certificate submitted by the bidders shall have clarity with respect to whether service tax/ GST is included /excluded in the executed value of the completed job, towards fulfilment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding service tax/ GST) along with completion certificate. **Note 2-** If no clear documents as mentioned above regarding service tax/ GST component included/ extra/ not applicable with respect to the executed value of the job mentioned in execution certificate is submitted by the bidder & In case Service tax/ GST amount / component is also not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax /GST as considered by HURL for the subject tender shall be deducted from the value of completed job mentioned in the execution certificate to arrive at the value of the completed job without service tax/ GST.
4	In case the bidder quotes for single site, the average annual turnover of the bidder for last three preceding financial years shall not be less than Rs. 37.2 Lakhs OR, In case the bidder quotes for two sites, the average annual turnover of the bidder for last three preceding financial years shall not be less than Rs. 74.4 Lakhs OR, In case the bidder quotes for three sites, the average annual turnover of the bidder for	Audited Balance Sheet / Profit & Loss Account for the three preceding financial years i.e. **2023-2024, 2024-2025 and 2025-2026.** (i) In case above is not available, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the last financial year i.e 2025-26 along with audited annual statement of Profit-Loss statement & Balance sheet certified by CA with UDIN number for two consecutive

	last three preceding financial years shall not be less than Rs. 111.6 Lakhs **Note:** In case where audited results for the last financial year as on the date of opening of Technical Bid are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company of the preceding financial year have not been finalized or under audit as on the date of opening of Technical Bid and the Certificate from the practicing Chartered Accountant certifying the financial parameters of preceding financial year is not available. * Other income shall not be considered for arriving at annual turnover.	financial years preceding the last financial year i.e 2023-24 & 2024-25 along with F/C&M/HQ/009 & 010 of F&P, Section-VI. (ii)In case above are not available, then audited Balance Sheet and Profit & Loss Account for the three consecutive financial years preceding the last financial years i.e 2022-23, 2023-24 & 2024-25 along with F/C&M/HQ/009 & 010 of F&P, Section-VI. (iii) In case above are not applicable, then certificate from practicing Chartered Accountants /statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three preceding financial years i.e 2023-2024, 2024-2025 and 2025-2026. (iv)In case above are not applicable, then certificate from practicing Chartered Accountants / statutory auditors with Membership No. of signatory & Firm along with UDIN certifying the annual turnover for the three consecutive financial years preceding the last financial years i.e 2022-23, 2023-24 & 2024-25 along with F/C&M/HQ/009 & 010 of F&P, Section-VI.
Note – All the CA certificates to be submitted by the bidders should be on the letter head of CA with a valid UDIN number and membership number of the CA firm.		

The Bidder shall furnish, along with its bid, the Power of Attorney of the authorized signatory in accordance with Form F/C&M/HQ/005 of Section VI. The Power of Attorney/Authorization shall be executed in any one of the following forms:

- **On Stamp Paper, duly notarized; OR**
- **Board Resolution on the Company's Letterhead; OR**
- **Letter of Authorization on the Company's Letterhead.**

All such documents shall be duly signed by all Directors / Company Secretary / Partners of the Company/Firm, or by the person duly authorized to grant such Power of Attorney.

Failure to submit the Power of Attorney/Authorization in the prescribed form shall render the bid liable for rejection.

1.1.7.2 Documents for PQC:

1.1.7.2.1 BIDDER MUST SUBMIT F/C&M/HQ/006 of Section VI with complete details and all the terms mentioned in the form of note in F/C&M/HQ/006 shall be strictly followed. If the data is not provided in the same, HURL reserves the right to reject the bid. The bidder shall be obligated to furnish an amended copy of the work order in the event that the executed value specified in the completion certificate surpasses the original order value. Failure to comply with this requirement shall grant HURL the right to disqualify the order, and no claims shall be entertained with respect to such occurrences.

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

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

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

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

4. 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 as per Form No. F/C&M/HQ/005 of Section VI.**

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

6. Wherever executed value is not mentioned in the completion certificate, the copy of certified bills with service tax/GST details as applicable / Separate certificate from respective client (PO issuing company /Engineer In Charge) regarding executed value with GST details, date of completion etc., shall also be accepted towards fulfilment of PQC, if same is submitted along with completion certificate.

7. Completion certificate submitted by the bidders shall have clarity with respect to whether GST is included/excluded in the supplied value, towards fulfilment of PQC and same shall be ensured by the bidders by submitting proper and relevant documents as required (e.g. separate certificate from respective client regarding GST) along with delivery completion certificate.

8. If no clear documents as mentioned above regarding GST / Duties component included/extra/not applicable with respect to the supplied value mentioned in delivery completion certificate is submitted by the bidder & In case GST/duties amount / component is also not specified in the submitted delivery completion certificate, then the amount equivalent to rate of applicable GST/duties as considered by HURL for the subject tender shall be deducted from the value of material supplied mentioned in the completion certificate to arrive at the value of the supplied material without GST/ duties.

9. The GST part of the bill shall be paid only after confirmation of payment from the successful awarded bidder or after confirmation of the corresponding return filed by the contractor from the GST portal. The GST part of the bill shall be withheld till such confirmation.

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

11. Bidder should submit the Shortfall documents as requested in the portal. If Bidder do not respond to the shortfall, HURL reserves the right to evaluate without shortfall documents considering the available bid documents and in such case no bidder/intending bidder shall have any claim arising out of such action.

12. **Contract Duration:** 12 Months from the date of issue of LOI / GeM Contract / PO whichever is earlier. This contract can be terminated any time at the sole discretion & decision of HURL by giving 1-month advance notice.

13. **Effective date of Contract:** From the date of Issuance of LOI / GeM Contract / PO whichever is earlier.

14. **Performance Bank Guarantee**: Bidder must deposit PBG 5% of the contract value including GST.

15. **Reverse Auction**: Applicable.

16. HURL reserves the right to accept or reject any or all offers/applications without assigning any reasons thereof.

17. **Payment:** 100% payment shall be made within 30 (thirty) days from the date of receipt and acceptance of materials at site from EIC (Engineer In-Charge) along with tax invoice. All the invoices of payment shall be supported by necessary Documents and submitted in triplicate duly signed and stamped (company stamp) for the certification of Engineer-in-Charge.

18. **Address for Communication:**

Sh. Amit Bhagwan Parate **Manager (C&M)** Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi -110092 EPBAX No: 011-2250 2267/ 2268 Email: amitbhagwanparate@hurl.net.in	**Sh. Deepak Kumar** **Sr. Manager (C&M)** Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi -110092 EPBAX No: 011-2250 2267/ 2268 Email: deepakkumar@hurl.net.in

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SECTION-II

INSTRUCTIONS TO BIDDERS

(ITB)

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HINDUSTAN URVARAK & RASAYAN LIMITED

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<tr><td>1.0</td><td>Introduction</td><td>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.</td></tr>
<tr><td>2.0</td><td>General Information</td><td>The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.

Applicability of Reverse Auction may be seen on the GeM website / NIT.</td></tr>
<tr><td>3.0</td><td>Content of Bidding Documents</td><td>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.

The bidding documents include the following sections:

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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.</td></tr>
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4.0	**Benefits To MSEs**	**Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.** The offers submitted by MSE, shall be considered in accordance with Public Procurement Policy for MSEs of March 2012. The parties claiming benefits Under MSEs policy (if any) must enclose requisite valid Registration Certificate as per said policy along with their offer. Please also indicate whether the MSEs owned by SC/ST & or Women Entrepreneurs. If yes, please attach relevant certificate issued by authorities concerned. However, HURL reserve the right to cancel the order (if any) and blacklist/debar a firm in case it is determined that the firm benefitted wrongly from the Public Procurement Policy. Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows: a) Award shall be given to L1 bidder if L1 bidder is an MSE. b) In case L1 bidder is not an MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. Ministry of MSME vide Gazette notification no. CG-DL-E-26062020- 220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for

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		complete details of policy refer website of Ministry of MSME i.e. https://msme.gov.in/) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit i) Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012 ii) In case of upward re-classification of category, Enterprises shall be extended the non-tax benefits in accordance with sub-paragraph (5) of paragraph 8 of Gazette notification no. CG-DL-E-26062020- 220191 dated 26.06.2020 read in conjugation with MSME notification no. CGDL-E-18102022-239737 dated 18th Oct 2022 and any other relevant govt notifications issued from time to time. Vendors seeking such benefits must submit documents in support of their claims along with the bid, failing which benefit shall not be extended**.**
5.0	**Cost of Bidding**	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	**Representation on Bidding Documents**	A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Representation tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for Representation or modification of the bidding documents that it receives within the time line specified. EMPLOYER will post the reply under Representation tab at e-tender i.e., GeM website. Bidders can view these clarifications. Bidders are advised to regularly check under Representation 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 Representation, it shall do so and upload the amendments in the tender on the e-tender portal.

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7.0	**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- tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any. 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.
8.0	**Language of Bid**	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.
9.0	**Bid Proposal**	Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.

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10.0	**Documents Comprising the Bid**	The Bid shall comprise of following components: **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 of EMD. d) Certificates like GST No., PAN No., UDYAM etc. e) Format for Electronic Payment and a Copy of Cancelled Cheque. f) Tender Acceptance Letter & Letter of Authorization to submit bid. g) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC). h) No Deviation Certificate. i) Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit. j) Acceptance of Fraud Prevention Policy of HURL. k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India).

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		l) Affidavit Deposing Compliance of Clause 5 of Notice Inviting Tender (NIT). m) Any other document asked for in the Bidding Documents. **Price Bid:** a) The Price bid is to be submitted in the BOQ provided in the Tender at gem.gov.in. Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper / modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.
11.0	**Bid Prices**	Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).
12.0	**Price Basis**	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
13.0	**Bid Currencies**	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on **FIRM** price basis and to remain valid during the currency of the Contract.
14.0	**EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:** i. The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms: a) electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs or b) in the form of Demand Draft in favour of *Hindustan Urvarak & Rasayan Limited,* Payable at New Delhi. or c) in the form of an irrevocable bank guarantee. The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section VI (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty- five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly	

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filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

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

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

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

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

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

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

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

(i) to sign the Contract Agreement

(ii) to furnish the required Security Deposit

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

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

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

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

vii. 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.

viii. RTGS / NEFT details of HURL as under:

Account Name: Hindustan Urvarak & Rasayan Limited
Account no: 41288344914
IFSC code: SBIN0004803.

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

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

Exemption from submission of EMD:

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

Any bidder seeking EMD exemption **must** mention the same in the on-line bid under EMD Offline payment by selecting the correct option and also upload the exemption

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	document (MSME certificate). In case a Bidder, who is seeking exemption, does not request for exemption in the online bid under EMD details and/or does not submit the document, then the bidder shall liable to be rejected.	
15.0	**Performance Security / Performance Bank Guarantee (PBG)**	Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Price including GST with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below. 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.

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16.0	**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 Special Purchase Conditions. 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 no-41288344914** **IFSC code- SBIN0004803.** **Secured Message Type-SBININBB102** 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.
17.0	**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 HQ for a period of 6 months 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 bidders and they shall be treated ineligible for participation in re-tendering of this particular package. The re-tendering of such case shall be done on Risk & cost of the bidder.

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18.0	**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 Conditions of Contract (SCC). 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.
19.0	**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 VI (Forms and Procedures). 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.
20.0	**Format and Signing of Bid**	The bid including all documents uploaded in the on-line bid shall be duly stamped & signed by the Bidder to bind him to the contract. Notarised copy of an authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be uploaded as part of the Techno-commercial Bid. Whenever required by HURL, bidders may have to submit the above notarized authorisation letter/power of attorney in physical form.
21.0	**Submission of Bids**	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	**PHYSICAL BID**	Not Applicable
21.2	**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.
21.2.1	**Techno-Commercial Bid**	

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(A)	**COVER TYPE – FEE**	MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
(B)	**COVER TYPE – TECHNICAL**	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 **Form: F/C&M/HQ/001** to Forms and Procedures i.e., Section VI). b) Power of Attorney as per **Form: F/C&M/HQ/005**. c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at **Form: F/C&M/HQ/004** of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD. d) Signed, Stamped and Scanned copy of Certificates like GST No., PAN No., UDYAM etc. e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as **Form: F/C&M/HQ/002** to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.

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		f) Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., **Clause 1.1.7 of NIT.** g) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as **Form: F/C&M/HQ/009** 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. h) Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as **Form: F/C&M/HQ/003** to Forms and Procedures i.e., Section VI). i) Signed, Stamped and Scanned copy of Affidavit Deposing Compliance of Clause 1.1.6 of Notice Inviting Tender (NIT). (Enclosed as **Form: F/C&M/HQ/007** to Forms and Procedures i.e., Section VI) j) 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.

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21.2.2	**Price Bid (COVER TYPE – FINANCE)**	Bidders are advised to quote their offer price for the total value of the contract (including GST). Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years. **Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.** For preparation of the "Price Bid", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'BOQ' (excel file) only of Bidding Documents. The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document. All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract
	Documents to be uploaded in the format stipulated in the tender (online).	
	Note:	In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.

22.0	**Deadline for Submission of Bids**	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 Conditions of Contract **before** the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit. 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.

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23.0	**Modification and Withdrawal of Bids**	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.
24.0	**Opening of Bids**	
	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 GeM website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

	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 in presence of the Bidder's authorised representatives who choose to attend. **The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e- tender portal.**

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25.0	**Clarification on Bids**	During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted. For this purpose, only 1 chance, shall be given. However, if after review, the employer considers further clarification is required, bidders may be given one more opportunity to submit further clarifications/ documents on the documents/ clarifications already submitted. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analysed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.
26.0	**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.

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27.0	**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.
28.0	**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.
29.0	**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 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 subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	**Evaluation Criteria**	The evaluation criteria specified in Special Conditions of Contract (SCC) 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.

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31.0	**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 Price Preference, pursuant to ITB clause 4.0, if applicable • Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition. • Price adjustment due to application of the evaluation criteria.
32.0	**Contacting the Employer**	Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded. 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.
33.0	**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.
34.0	**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, as per methodology specified in Special Conditions of Contract (SCC). 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.
35.0	**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.

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36.0	**Notification of Award**	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/ Registered/ courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).
37.0	**Corrupt or Fraudulent Practices**	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.
38.0	**Fraud Prevention Policy**	The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website http://www.hurl.net.in and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document. 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.

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39.0	**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.
40.0	**Transfer of Bid Documents**	a. Transfer of Bidding documents is not permissible. b. Documents purchased / downloaded by the intending bidders cannot be transferred.
41.0	**Restrictions on Procurement from a Bidder of a country which shares a land border with India**	I. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected. Further the successful bidder shall not be allowed to subcontract works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs. II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process. III. "Sub-contractor" (including the term 'Sub-vendor'/Sub supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. IV. "Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" mentioned in para above means. a. An entity incorporated, established, or registered in such a country; or

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		b. A subsidiary of an entity incorporated, established, or registered in such a country; or c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. V. The beneficial owner for the purpose of clause "iv" above will be as under: a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements. In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals. d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials. e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. VII. In regard to "Restrictions on procurement from a Bidder of a country which shares a land border with India" bidder has to

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		submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.
42.	**HURL right to assess the capabilities and capacity of Bidder**	HURL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of HURL.
	Important Note	**The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.**

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HINDUSTAN URVARAK & RASAYAN LIMITED

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

Annexure-1 to ITB

Checklist of documents to be submitted:

Sr. No.	Item	Yes / No
1	Techno Commercial Proposal Bid Form (Enclosed as **Form: F/C&M/HQ/001** to Forms and Procedures i.e., Section VI).	
2	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as **Form: F/C&M/HQ/002** to Forms and Procedures i.e., Section VI) and a copy of cancelled cheque.	
3	Signed, Stamped and Scanned copy of Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India). (Enclosed as **Form: F/C&M/HQ/003** to Forms and Procedures i.e., Section VI).	
4	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed at **Form: F/C&M/HQ/004** of Section VI (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.	
5	Power of Attorney as per **Form: F/C&M/HQ/005**.	
6	Signed, Stamped and Scanned copy of Certificates like GST No., PAN No., UDYAM etc.	
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., **Clause 1.1.7 of NIT.**	
8	Signed, Stamped and Scanned copy of Affidavit Deposing Compliance of Clause 1.1.6 of Notice Inviting Tender (NIT). (Enclosed as **Form: F/C&M/HQ/007** to Forms and Procedures i.e., Section VI)	
9	Signed, Stamped and Scanned copy of Integrity Pact, in the format as enclosed as **Form: F/C&M/HQ/008**	
10	Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorized Signatory, in the format as enclosed as **Form: F/C&M/HQ/009** 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.	
11	**Form-A :** Site Declaration	
12	Any other document asked for in the Bidding Documents.	

Note: Failure to Upload Authentic and Correct Documents as mentioned at Sr. No. 1 to 13 (except Sr. No. 5) above would lead to Rejection of Techno- Commercial Bid. Price

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Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

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HINDUSTAN URVARAK & RASAYAN LIMITED

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

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

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

HINDUSTAN URVARAK & RASAYAN LIMITED

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

The Special Conditions of Contracts (SCC) will supersede any related condition anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.		
1	**Definitions & Terminology**	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		"Employer" / "Owner" means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors and permitted assigns.
		"Contract" means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
		"Contract Documents" mean the following documents that constitute the Contract between the Employer and the Contractor: (i) The Contract Agreement along with its appendices (ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed. (iii) Amendment to Tender/Bidding Documents (iv) Special Conditions of Contract (v) Technical Specifications (vi) General Conditions of Contract (vii) The Bid and Bill of Quantities submitted by the Contractor (viii) Instructions to Bidders
		"GCC" means the General Conditions of Contract hereof. **"SCC"** means the Special Conditions of Contract. **"Day"** means calendar day of the Gregorian Calendar. **"Week"** means a continuous period of seven (7) calendar days. **"Month"** means calendar month of the Gregorian Calendar.
		"Completion" means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.

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		"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 mean 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,

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		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 Purchase 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 Con- tract 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.

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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-inCharge 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

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		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

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		seven (7) days prior to the date of Techno-Commercial bid opening or as per the rate mentioned by the bidder. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor. 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 Bonafide 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.

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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 be subject to adjustment on account of price escalation, as specified in Clause 2 of the Scope of Work and Other Terms & Conditions.
19	**Severability**	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
20	**Standard of Performance**	The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.
21	**Conflict of Interests**	The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	**Confidentiality**	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.

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23	**Limitation of Liability**	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.

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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	**Contractor's 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. 100% payment shall be made within 30 (thirty) days from the date of receipt and acceptance of materials at site from EIC (Engineer In-Charge) along with tax invoice. All the invoices of payment shall be supported by

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		necessary Documents and submitted in triplicate duly signed and stamped (company stamp) for the certification of Engineer-in-Charge. 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	**Liquidated Damage (LD) for Delay**	As per Special Conditions of Contract (SCC) / Technical Specification. In case, LD is not covered in SCC, the GeM LD condition shall prevail.
33	**Change in laws and regulations**	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.

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34	**Performance Security**	Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Price including GST with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below. 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 e-Bank Guarantee as per the HURL standard format from Nationalized bank / Scheduled Bank as acceptable to HURL as per list provided in Annexure-I under Section-VI. 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.
35	**Force Majeure**	Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar of dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYs), lockouts (lasting more than 7 consecutive calendar DAYs), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYs of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. 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

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		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 endeavour 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 take action 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.

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36	**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.
37	**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.
38	**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. ii. for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor. iii. for safety of the Works or part thereof, for reasons other than those attributable to the Contractor. 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

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		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.
39	**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.

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40	**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.
41	**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.
42	**Termination because of Force Majeure**	The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (**60**) days.
43	**Cessation of Services**	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	**Payment upon Termination**	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.

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45	**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 46, 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 46.
46	**Settlement of Disputes**	**Mutual Discussion** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties and so notified in writing by either Party to the other Party (the 'Dispute") shall in the first instance, be attempted to be resolved amicably by mutual consultations between the Parties within a period of 30 days. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute**.** **Arbitration** If either the Owner or the Contractor is dissatisfied with the mutual discussion, or if the mutual discussion fails to arrive at a decision within thirty days (30) days of a dispute being discussed, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 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

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		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.

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47	**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.
48	**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.
49	**Integrity Pact**	The Integrity Pact envisages as agreement between the prospective vendors/bidders and the buyer, not to resort to any corrupt practices in any aspect/ stage of the contract. Integrity Pact is applicable for all the tender with cost estimate more than Rs. 1.00 Crore. **Bidders are mandatorily required to submit the dully-filled in, signed and stamped integrity pact as per Integrity Pact format along with their offer.** Only those vendors / bidders who commits to such a pact with the buyer, would be preliminary qualification. Any violation of IP would entail disqualification of the bidders and exclusion from future business dealings. In case complaint / representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the IEM(s) for his examination. The details of IEMs are as follows: 1) Shri Javeed Ahmad, M-1101, Shalimar Gallant Aprtment, Vigyanpuri Mahanagar, Lucknow-226006 Email: javeed60@yahoo.com 2) Shri Sarit Jafa A-33 Hillview Apartments, Vasant Vihar, New Delhi - 110057 E-mail: saritjafa@gmail.com Bidders may kindly refer to HURL website: https://hurl.net.in> Tender>Integrity Pact, for updated list of IEMs.
IMPORTANT NOTE		**The Special Conditions of Contract will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.**

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HINDUSTAN URVARAK & RASAYAN LIMITED

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

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

SECTION-IV

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

HINDUSTAN URVARAK & RASAYAN LIMITED

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

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

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

		Reverse Auction (RA) Process shall be conducted on the total quantity of BOQ. The financial comparison for selection of Lowest (L-1) Bidder after reverse auction shall be done based on the total derived price of all the items mentioned in BOQ/SOR. The aggregate amount will be worked out as total derived price of all items of BOQ, shall be considered for evaluation and award. The L1 bidder needs to submit the break-up of the unit price for the total value mentioned in the reverse auction. **Note:** a) The quantity/slab wise quantity mentioned in the BOQ are indicative / estimated only which are given for purpose of evaluation. b) L1 position shall be arrived with the estimated quantity. The successful bidder needs to submit the price break- up in the BoQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder after reverse auction. The detailed Break-up of offered cost, provided by the successful bidder shall be considered and order, if placed, shall be with the same break-up of prices. The successful bidder after reverse auction will be responsible to ensure that the rate as per the breakup of prices provided by him after the reverse auction and total value offered by him in the reverse auction are in same proportion. The successful bidder will not be allowed to increase the rate of any component while submitting the breakup. While giving the break up, the successful bidder will have to consider same rate of taxes as quoted while submitting the commercial bid. In case the successful bidder(s) fail(s) to submit the final BoQ within 3 days or the break up given by bidder does not match with total offered price, the HURL will be at liberty to place order by proportionately reducing the component rates on basis of the breakup of the e-auction bid submitted by the successful bidder along with the initial offer and the same will be binding on the successful bidder. However, if Reverse Auction does not lead to any bid, HURL shall reserve the right to award the job based on the lowest prices quoted in online commercial bid. The management reserves the right to accept/ reject any or all tenders at the time prior to award of contract without assigning any reasons whatsoever.

4	**Award Criteria**	**The Lowest Received Price of the bidder after the completion of Reverse auction and negotiation against BOQ Item No. 1 only shall be considered for award on L1 bidder.** However, HURL reserves the right to negotiate price with L1 bidder. Rate Contracts shall be awarded to the successful L1 bidder. The limiting value of the rate contract shall be total value (excluding GST) of L1 bidder arrived at considering the quantities indicated in the BOQ for the purpose of evaluation. The quantity against individual items in the rate contract can vary to any extent within limiting value of the contract. Letter of Award / Purchase Order and Rate Contract shall have the same meaning.
5	**Contract Period**	12 Months from the date of issue of LOA / Start of work (whichever is later). This contract can be terminated any time at the sole discretion & decision of HURL by giving 1-month advance notice.
6	**Payment Terms & Documents required for Payment**	100% payment shall be made within 30 (thirty) days from the date of receipt and acceptance of materials at site from EIC (Engineer In-Charge) along with tax invoice. All the invoices of payment shall be supported by necessary Documents and submitted in triplicate duly signed and stamped (company stamp) for the certification of Engineer-in-Charge.
7	**Defect Liability Period**	Not Applicable under this contract.
8	**Governing Laws GCC CLAUSE 6**	As per GCC.
9	**Effective Date GCC CLAUSE 14 & 15**	Effective Date of contract shall be from the date of issuance of LOI / GeM Contract / PO whichever is earlier.
10	**Commencement of Services GCC CLAUSE 16**	As per GCC
11	**Insurance to be taken out by the Contractor**	The contractor is required to take insurance cover for all risks involved in the execution of the scope of work including the following coverage: The risks and the coverage shall be as follows: (a) Third Party liability insurance. (b) Personal Accident coverage and other job (c) The contractor must provide insurance coverage for all their workers for death or bodily injury or occupational disease that may arise out of or in the course of employment, in accordance with statutory

		requirements and wherever applicable. The necessary insurance(s) to cover the risk of accidents resulting in the loss of life, material, etc., to the crew or third party, must also be arranged by the contractor at their cost. All contractor equipment is solely at the contractor's risk. (d) The contractor must insure all their personnel employed for the execution of (the work against any personal injury that may result from the execution of the work, and provide satisfactory evidence to the owner/consultant that such insurance is in force, wherever applicable. (f) The contractor must take out a workers' compensation policy and an ESIC policy for the deputed manpower, and the charges are deemed to be included in the quoted price wherever applicable or as per statutory compliance. Any additional insurance required during the execution of the work is the responsibility of the contractor. The contractor must arrange transit insurance coverage for all risks associated with the transportation of materials from the source to the destination. Any additional insurance required during the execution of the work, such as for the supply of materials, is also the responsibility of the contractor, and the insurance charges are deemed to be included in the quoted price. (g) When installation services are needed, the contractor must obtain all necessary insurance for their manpower/field service engineers and comply with all statutory requirements. HURL will not be liable for the contractor's insurance. The contractor must properly cover and protect any part of the work that may be susceptible to damage due to exposure to weather, and take every reasonable precaution against accidents or injury to the work from any cause. All contractor equipment will be at the sole risk of the contractor. Insurance coverage for the manpower entering the plant premises for the delivery of the item is the responsibility of the contractor. Any other insurance required during the execution of work.
12	**Contractor's Actions Requiring Owner's Prior Approval GCC CLAUSE 26**	As per GCC
~~**13**~~	~~**Signing of Contract Agreement**~~	~~The successful tenderer / bidder shall be required to execute a contract agreement on non-judicial stamp paper of Rs.500 in the prescribed proforma (enclosed as **Annexure-11** to Section VI i.e., Forms and Procedures) with the Company within 30 (thirty) days of the issue of the work order of the same for carrying out the work according to the general and special conditions of contract specified in the Tender Document.~~ ~~Cost of non-judicial stamp paper shall be borne by successful bidder. The contract shall be presumed to be effective from the effective date contract. The Tender Document, Letter of Acceptance and other correspondence between the Company and the tenderers shall form part of the contract.~~

		~~Failure of the successful tenderer / bidder to execute the above-mentioned Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.~~
14	**NOTICE OF DEFAULT**	In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the Contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default. Should the party in default does not rectify such default within a period of thirty (30) days of the receipt thereof within the said period, the other party shall be entitled to treat it as a breach of Contract and notice to that effect shall be given forth with. If a tenderer resorts to any frivolous, malicious, or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing / rigging/influencing the tendering process, HURL reserves the right to debar such tenderer from participation in the future tenders up to a period of 2 years. Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made, and the Bidder shall not raise at any time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.
15	**Quantity Variation**	HURL does not guarantee any off take against the rate contract & vendor will not have any claim whatsoever in this regard. The limiting value may vary up to 25% of contract value at the discretion of HURL subject to approval of competent authority.
16	**Performance Security / Performance Bank Guarantee (PBG)**	Within ten (10) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for five percent (5%) of the Contract Price including GST with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below. 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 e-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.
17	**Penalty / Liquidated Damage (LD) for "non-commencement or delay in completion of work" and "delay in delivery after dispatch".**	If the Vendor fails to deliver the material on or before the scheduled or extended delivery period (as per delivery schedule given by HURL EIC), HURL will be entitled to deduct / recover the liquidated damages for the delay, unless covered under force majeure conditions, @ 0.5% per week subject to a maximum of 5% of the supply value of the quantity remained uncompleted for supply against given delivery schedule by EIC. In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.
18	**Release of Performance Bank Guarantee (PBG)**	The PBG shall be returned only after successful completion of the contract, including the applicable Defect Liability Period (DLP), and upon submission of all invoices corresponding to the services availed under the contract. In the event of non-submission of invoices for services actually rendered, it shall be treated as non-compliance. Accordingly, the validity of the PBG shall be extended to cover such pending obligations.
19	**Mobilization Period**	Initial mobilization and delivery time will be 15 days from the date of award of contract and EIC confirmation. Subsequently, chemicals will be ordered in staggered manner as per site requirement. Vendor has to supply scheduled quantity as per requirement within 15 days.
20	**Reverse Auction**	Applicable as per GeM provision

HINDUSTAN URVARAK & RASAYAN LIMITED

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

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

SECTION-V

(SOR, TECHNICAL SPECIFICATIONS SCOPE OF WORK AND OTHER TERMS & CONDITIONS)

HINDUSTAN URVARAK & RASAYAN LIMITED

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

1. **SCOPE OF WORK**

Supply of Thread required for stitching of Urea bags as per required technical specifications on FOR basis at all three HURL sites i.e. Gorakhpur, Barauni and Sindri units.

2. TECHNICAL SPECIFICATIONS:

- Polypropylene Bag Closing Thread
- Item: Polypropylene High Tenacity Multifilament Combo Thread
- Basic Yarn Denier: 1680+/-5%(min)
- Construction: 210D/4*2
- Colour: white*white
- Quality Name: 840 DN White-White (1x2) Ply Headset
- Denier: 1680 (840 *1/2)
- Breaking strength: 9.10 kgs (breaking strength)
- Colour: White-White
- Ply Tpm: 280 Tpm, Cable Z way 240
- Speed: 300 mm/min
- Test at standard conditions

3. Delivery Schedule:

The delivery schedule of the total quantity shall be in phased manner. However, Schedule for supply of thread will be given 15 days in advance by EIC.

4. Liquidated Damage (LD) for Delay:

If the Vendor fails to deliver the material on or before the scheduled or extended delivery period (as per delivery schedule given by HURL EIC), HURL will be entitled to deduct / recover the liquidated damages for the delay, unless covered under force majeure conditions, @ 0.5% per week subject to a maximum of 5% of the supply value of the quantity remained uncompleted for supply against given delivery schedule by EIC.

5. Packaging:

a. Packing of each cone in antis tough, off shrink-wrap with logo printed on the film for identification.
b. Jumbo cardboard should be left empty by about one inch length from Top & bottom and top empty space should be laminated.
c. Material should be packed in compartment type hard cardboard boxes in single stacking in such a way that it does not get damaged / pressed during transit and boxes should be covered with gunny wrapper.
d. Material should be packed in Road-worthy packing to avoid damages in transportation / handling/ loading / unloading. Any damage in supplied items in transportation handling/ loading / unloading due to unproper packaging would be rejected and fresh material to be supplied by vendor without any extra cost. Material shall be protected adequately to avoid damage during transport and storage.

6. PAYMENT TERMS:

100% payment shall be made within 30 (thirty) days from the date of receipt and acceptance of materials at site from EIC (Engineer In-Charge) along with tax invoice. All the invoices of payment shall be supported by necessary Documents and submitted in triplicate duly signed and stamped (company stamp) for the certification of Engineer-in-Charge.

7. OTHER TERMS & CONDITIONS

a. Price basis: **FOR basis at Store of HURL Sites.**

b. ESCALATION / DE-ESCALATION OF RATES:

i. The price of PP Thread quoted by Tenderers will be subject to Escalation / De-escalation as per formula given below.

ii. Basic price of H350FG grade PP granule shall be taken as basis for calculation of escalation / de-escalation Considering fact that cost of PP Granule constitutes 60% of the Total Cost of finished PP Thread.

iii. Only basic prices of PP granules Grade H350FG of M/s. Reliance Industries will be taken into account for the purpose of working out escalation/de-escalation. It is fully clarified that Excise Duty on granules, Sales Tax if any, freight and any other charges leviable will not be taken into account while working out escalation/de-escalation. The basic prices of H350FG granules as on 21.09.2026 @ Depot Delhi (South East Delhi), Price Rs. 1,71,080.00 PMT will form basis for working future Escalation /De-escalation and should be considered by the bidders for submitting their bids.

Any discount in whatever form offered by M/s Reliance Industries Ltd. will not be taken into consideration for determining the basic prices. Hence only listed basic prices of Reliance will be considered.

iv. The Escalation/De-escalation in price of finished PP Thread for the Ordered quantity will be worked out on the basis of basic prices of raw materials as on the date of delivery order. The increase /decrease in the raw material prices as per Escalation/De-escalation clause will be clubbed with the ordered price as per P.O.

v. In case of reduction of prices of PP granule announced by Reliance after the scheduled date of completion of supplies against a particular supply is over, HURL will pay to the suppliers on the de-escalated price for the remaining / yet to be supplied quantities against the order. For this purpose, the lowest price of PP Thread based on the de-escalated prices of granules applicable after scheduled date of completion till date of actual supplies of a particular lot shall be considered and the DO rate or the above de-escalated rate whichever is lower, shall be payable to supplier for the particular lot which is delayed. No increase in rates on any account over and above the rate fixed for DO shall be payable after the Schedule date of completion of as per D.O. The above shall apply for supplies made as replacement for rejected lots also.

Example for working out escalation /de-escalation for reference purpose:

I. Increase of Rs 10 /- Per Kg in the price of H350FG grade granules, the price for PP Bag closing Thread will increase as under:

PP Thread Per Kg: Basic Price (exclusive of GST) + [10 X Constituent of PP granule]

= Kg (Taking constituent of PP granule in PP Thread @ 60%.)

For example: suppose Basic Rate Per Kg is X, and Increase in rate of PP Granule over the notified prices of 21.09.2026

= 1000 PMT or Rs 1/- Per Kg, then
Revised Prices of PP Thread Per Kg = [X + (1 X 0.60)] + GST
= (X + 0.60) + GST
= [(X + 0.60) + GST] Per Kg

II. For similar decrease the applicable prices on above rates shall be:
= (X - 0.60) + GST
= Rs [(X - 0.60) + GST] Per Kg

c. GST shall be payable extra as applicable on submission of proof of documentary evidences.

d. Packing Charges: Inclusive

e. Transit Insurance: Transit Insurance shall be covered by Vendor. Vendor shall supply Test Certificate along with each consignment at the time of supply.

f. The bulk supply must conform to the required specification, especially in respect of the breaking strength and special care should be taken to maintain the quality during transportation or loading /unloading, otherwise the whole lot will be rejected outright and vendor will have to replace the rejected materials immediately free of cost.

g. Payment for items received but rejected during inspection would be withheld till replacement of same by a new identical item.

h. Materials rejected by the buyer will lie in the buyer's store at seller's risk and movement thereof will be the seller's sole responsibility. The buyer shall in no way be responsible for any deterioration of or damage to the material under circumstances whatsoever.

i. If material supplied are not of contract specification or otherwise not satisfactory for any reason the buyer shall be entitled to reject the supplies, cancel the order and buy the requirement from elsewhere. The buyer also deserves the right to forfeit the security deposit if any made by the seller for due performance of contract.

j. All boarding/ lodging/ Transportation/ Local conveyance engaged in the delivery of materials at site shall be in the scope of vendor.

k. SPLITTING CRITERIA:

Splitting would be done as per public procurement policy for Micro and small enterprises order 2012 and Public Procurement (Preference to Make in India) Order, 2017. If no split of contract were resulted as per above clause (MSE/MII purchase preference), then HURL reserves the right to award contract on more than one bidder in the ratio of 60:40. HURL may give an opportunity to bidders in the order of their ranking i.e. L2, then L3 and so on to match the L1 rate. If L2 bidder agrees to accept L1 price then HURL will split the contract and quantities will be awarded in the percentage of 60 & 40 respectively to L1 bidder and L2 bidder who agrees to meet the L1 price. If L2 bidder refuses to match the L1 price then only HURL will give opportunity to next lowest ranking bidder to match L1 price. If other than L1 (after reverse auction), no other bidder matches the L1/negotiated L-1 amount or only one bidder is successful for award of contract, then 100 % quantity will be awarded for respective schedule.

BILL OF QUANTITY

Note: Duly filled document shall be uploaded in Price/Financial Bid only

NIT Ref No. HURL/HQ/26CS087 Dated. 04.11.2026

Bid No. GEM/2026/B/8199838

Subject: Centralized Procurement of 'Thread for Bags' for All Three Units of HURL.

Sr. No.	Perticulars	Schedule	UOM	Qty.	Rate (Rs.)	Amount (Rs.)
1	Polypropylene Bag Closing Thread	Gorakhpur - Schedule 1	KG	57,000		
2		Barauni- Schedule 2	KG	57,000		
3		Sindri - Schedule 3	KG	57,000		
			GST@____%			
			Total incl. GST			

Important Note: In case of any mismatch between the rates/amount quoted in the GeM portal and those mentioned in the BOQ, the rates quoted in the GeM portal shall be treated as final. No plea or representation from the bidder will be entertained in this regard.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

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

SECTION-VI

FORMS AND PROCEDURES

HINDUSTAN URVARAK & RASAYAN LIMITED

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

INDEX

Doc No.	Description
F/C&M/HQ/001	Techno-Commercial Proposal Bid Form
F/C&M/HQ/002	Format for Electronics Payment
F/C&M/HQ/003	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India)
F/C&M/HQ/004	Proof of Payment of EMD
F/C&M/HQ/005	Format For Power of Attorney (POA)
F/C&M/HQ/006	Format For Work Execution Certificate
F/C&M/HQ/007	Affidavit Deposing Compliance of Clause 5 of Notice Inviting Tender
F/C&M/HQ/008	Format for Integrity Pact
F/C&M/HQ/009	Proforma of Certificate from CEO/CFO of the Company
F/C&M/HQ/010	Proforma of Certificate from CA
F/C&M/HQ/011	Format of Bank Guarantee for Bid Security
F/C&M/HQ/012	Format of Performance Security Form (Performance Bank Guarantee)
F/C&M/HQ/013	Bank Guarantee Verification Checklist
~~F/C&M/HQ/014~~	~~Format of Contract Agreement~~
F/C&M/HQ/015	No Demand Certificate
~~F/C&M/HQ/016~~	~~Price Fall Clause / Minimum Price Certificate~~
Form-A	SITE DECLARATION

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

Form No. F/C&M/HQ/001

TECHNO-COMMERCIAL PROPOSAL BID FORM

(To be Submitted on the Letter Head of Bidder)

Ref.- Bid No.: **Dated:**

Bidder's Name & Address:

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

To,
Chief Manager (C&M) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3 & 4, 9th Floor, SCOPE Minar, Laxmi Nagar,
District Centre, New Delhi, PIN - 110092

Dear Sir,

1. Having examined the Bidding Documents including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
2. We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.
   Attachments to the Bid form (Techno-Commercial Bid):

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

	Table 1: Attachments to the Bid form
Sr. No.	**Documents**
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) as per format enclosed as F/C&M/HQ/004 (Forms & Procedures) of the Bidding documents / MSE Certificate for exemption of EMD.
3	A copy of Certificates like Registration certificate, GST No, PAN No, UDYAM etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as F/C&M/HQ/002 to Forms and Procedures) and a copy of cancelled cheque.
5	Signed, Stamped and Scanned copy of "Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India and declaration on Local Content (Preference to Make in India)" i.e. (Enclosed as F/C&M/HQ/003 to Forms and Procedures).

6	Signed, Stamped and Scanned copy of Format for Integrity Pact (Enclosed as F/C&M/HQ/008 to Forms and Procedures i.e., Section VI)
7	Proforma of Certificate from the CEO/CFO of the Company in Accordance with Financial Requirement Criteria as per form F/C&M/HQ/009.
8	Proforma of Certificate from the CA in Accordance with Financial Requirement Criteria as Per form F/C&M/HQ/010.
9	Format of Bank Guarantee for Bid Security as per form F/C&M/HQ/011
10	Format of Performance Security Form (Performance Bank Guarantee) as per form F/C&M/HQ/012
10	Bank Guarantee Verification Checklist as per form F/C&M/HQ/013
11	Format of Contract Agreement as per form F/C&M/HQ/014
Form-A	Format for Declaration on Quality Test

3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 No Deviation compliance:

I/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. 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) 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.

I/We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

3.2 Acceptance of Tender Terms & Conditions: I/We have read all the provisions of the Bidding Documents including Annexures, Schedules, Corrigendum, Addendum etc., which form a part of contract agreement and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents including Annexures, Schedules, Corrigendum, Addendum etc, are acceptable to us. Therefore, I/We shall abide hereby by the terms/ conditions/ clauses contained therein in its totality/entirety.

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 full rights to terminate and contract and take any action as per provisions of contract including the forfeiture of the full said EMD (Earnest Money Deposit) absolutely.

3.3 Acceptance of Fraud Prevention Policy of HURL: I/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.

3.4 We further declare that we have read and understood all Sections (I to VI) of the tender document, endorse all the sections and submitting the bids.

4.0 I/We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.

5.0 I/We agree to abide by this bid for **90 days (Bid Validity period)** 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/ Purchase Order is placed on 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 I/We understand that you are not bound to accept our bid or any other bid you may receive.

8.0 I/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

9.0 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.

10.0 I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

11.0 I/We hereby declare that we have completed form **F/C&M/HQ/001** – Techno-commercial proposal bid form and provided clear details of the purchase order number and all the other information for verification and evaluation of the prequalification criteria. We acknowledge that failure to provide the mentioned details may lead to the rejection of our bid, and we understand that no claims will be entertained in such a case.

Dated this. ……day of…….

Thanking you,

Yours faithfully,

Date:

Place:

(Authorized signatory Name):

(Designation):

Company Seal

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/002

Format for Electronics Payment

Ref.- Bid No.: **Dated:**

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

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

Attach Cancelled cheque as supporting to the above

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

Authorized signatory of the bidder:

Name:

Designation:

Date:

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/003

Model Certificate for Tenders for Works involving possibility of sub-contracting & Local Content

(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING COMPANY ON BIDDERS LETTER HEAD IN ORIGINAL)

Ref.- Bid No.: **Dated:**

To,

Chief Manager (C&M)/ Manager (C&M)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-4, 9th Floor, SCOPE Minar
Laxmi Nagar, District Centre
New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Dear Sir,

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

Further, we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we confirm that we are a **'Class-I local Supplier'/Class-II local Supplier'/ 'Non-local Supplier'** ***(Strike-out not applicable class)***.

Also, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to make in India), Order 2017' (PPP-MII order) dated 15.06.2017 and its subsequent revisions/amendment issued by Department of Industrial Policy and Promotion (DIPP).

Yours faithfully,
(Signature)

Date: Name & Designation.....

Place:Name of the Company.....

(Seal of Company) .....

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

Form No. F/C&M/HQ/004

HINDUSTAN URVARAK & RASAYAN LIMITED

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

PROOF OF PAYMENT OF EMD

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

Ref.- Bid No.: **Date:**

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

Sub: PROOF OF PAYMENT OF EMD

Dear Sir / Madam,

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

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

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

Yours faithfully,

Signature
Name & Designation----------

Name of the Company----------

(Seal of the Company)

Form No. F/C&M/HQ/005

HINDUSTAN URVARAK & RASAYAN LIMITED

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

FORMAT FOR POWER OF ATTORNEY (POA)

(To be submitted on company's letterhead by the Authorized Executives / CEO/ MD/ Member of Board/ on non-judicial stamp paper of Rs. 100/-)

Ref.- Bid No.: **Date:**

I / We..... (Name/s of the competent authority of the company to issue POA) do hereby appoint and authorize Mr. / M/s ..... (Name & designation of authorized person) who is presently employed with our company M/s..... *(Name of the company & address)* and whose signature is given below, is authorized on behalf of the company to do all or any of the act or things, to sign & upload the application documents against Tender for.....(*Name of the Work*) and to sign and execute other documents / agreements / participating in meeting including Negotiations if any / responding to queries / submission of information / documents and shall be binding on the company for all the rights and obligations in relation to and in pursuant to the Tender issued by M/s. Hindustan Urvarak & Rasayan Limited.

Further, he / she is fully authorized to do all, each and every act requisite for the said purpose concerning the company and the company hereby agrees to confirm that all and every act or thing or any documents / agreements executed by our said attorney shall be binding on the company.

(Signature and name of authorized signatory being given Power of Attorney)

Signature: Place:
Name: Date:
Designation:

(Signature and name of the competent authority of the company to issue POA)

Signature of Executants/s:
Name:
Designation: Seal of firm / Company

Witness-1 Witness-2
Name: ..... Name: .....
Address: ..... Address: .....

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/006

FORMAT FOR WORK EXECUTION CERTIFICATE

Ref.- Bid No.: **Date:**

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

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

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

Yours faithfully,
Signature

Name & Designation……
Name of the CA/Statutory Auditors/Client……..
Seal of the CA/Statutory Auditors/Client……

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

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/007

Affidavit deposing compliance of Clause 5 of Notice Inviting Tender

1. I, _____, son of Shri _____ aged about ___ years residing at _____, do solemnly affirm and say as follows:
   I am the _____ of the Applicant / Participant / Bidding Company / Partnership / Proprietorship having its registered office at _____. I am fully conversant with the Tender Terms and Conditions and am competent to depose the present Affidavit.

2. I hereby undertake that I have read and understood the contents and intent of Clause 1.1.6 of NIT and further state that I am in compliance of the same. I have no business relationship with any other bidder for the subject Tender.

3. I further undertake that in case any deposition in the present Affidavit is found to be false on any given day, the Tendering Authority (HURL) shall be at liberty to act in terms of the Tender Terms & Conditions by cancelling the bid forthwith and taking any further suitable action, and in that regard, I shall have no claim or dispute against HURL.

4. That this Affidavit is bona fide and nothing material has been concealed therefrom.

Solemnly affirmed at _____ on ___ , 202__

DEPONENT

VERIFICATION

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

DEPONENT

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/008

(To be executed on plain paper and submitted along with technical bid/tender documents for tenders)

INTEGRITY PACT

Between

Hindustan Urvarak and Rasayan Limited (HURL) hereinafter referred to as **"The Principal,"**

And

_____ hereinafter referred to as **"The Bidder/ Contractor."**

Preamble

The Principal intends to award contract/s for _____ (Name of Contract) under laid down organizational procedures. The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the above mentioned principles.

Section 1 - Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
   a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
   c. The Principal shall exclude from the process all known persons having conflict of interest.
2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The

Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution:

a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give

b. to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

c. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

d. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

e. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the Indian agent/representative must be in Indian Rupees only.

f. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

g. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take deemed fit action to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes in line with Government Guidelines.

Section 4 - Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to e-Performance Bank Guarantee.

Section 5 - Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal is entitled to demand and recover from the contractor in line with Section-4 above.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer of HURL.

Section 8 - Independent External Monitor

1) HURL has appointed Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. Presently, the following IEMs has been appointed by HURL:

A) Shri Javeed Ahmad,
M-1101, Shalimar Gallant Apartment,
Vigyanpuri Mahanagar, Lucknow-226006
E-mail: javeed60@yahoo.com

B) Shri Sarit Jafa
A-33 Hillview Apartments,
Vasant Vihar, New Delhi - 110057
E-mail: saritjafa@gmail.com

(Bidders may kindly refer to HURL Website: https://hurl.net.in> Tender> Integrity Pact; for updated list of IEMs.)

2) The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

3) In case of complaint/ representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the IEM(s) for his examination. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the Tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an examination and submit their joint recommendations to the Management.

4) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Managing Director (MD) of HURL.

5) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality.

6) HURL shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.

7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

8) The Monitor shall submit a written report to the Managing Director (MD) of HURL, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

9) If the Monitor has reported to the Management of the Managing Director (MD) of HURL, a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

10) Expenses of IEM shall be borne by HURL as per terms of appointment of IEMs.

11) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Managing Director (MD) of HURL.

Section 10 - Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.

5) In the event of any dispute between the Principal and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose. The fees / expenses on dispute resolution shall be equally shared by both the parties.
   If the dispute remains unsolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms & conditions of the contract.

6) COMPLIANCE WITH LABOUR LAWS/CODES/SCHEMES:-
   "The bidder (s)/Contractor (s) shall, wherever applicable, comply with all the statutory requirements relating to the contracts such as relevant Labour Laws/Codes/Schemes including but not limited to the EPF & Misc. Provisions Act- 1952, the ESI Act-1948, the payment of Bonus Act-1965, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act-1948, etc. as amended from time to time and for the time being in force."

_____ _____

(For & On behalf of the Principal) (For and on behalf of Bidder/ Contractor)
(Office Seal) (Office Seal)

Place:

Date:

Witness 1:_____ Witness 2:_____

(Name & Address) (Name & Address)

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/009

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

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

NIT Ref. No.: **Dated:**

To,

M/s. Hindustan Urvarak & Rasayan Limited

9th Floor, Core-4, SCOPE Minar

Laxmi Nagar District Centre,

Delhi-110092

Dear Sir / Madam;

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

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

Accordingly, the company is not able to submit the certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s. …… *(Name of the Bidder)* for the "……." *(Name of the Work)* under NIT Reference No. …….., Dated: …….

Yours faithfully,

(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/010

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

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

Ref. No.: **Date:**

To,

M/s. Hindustan Urvarak & Rasayan Limited

9th Floor, Core-4, SCOPE Minar

Laxmi Nagar District Centre,

Delhi-110092

Dear Sir / Madam;

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

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

Yours faithfully,

Date: Signature ----------

Place: Name & Designation ----------

Name of the CA ----------

UDIN: (Seal of the CA)

FRN:

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/011

Bid Security Form

(e-Bank Guarantee)

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

e-Bank Guarantee No..... Date……

To,

Chief Manager (C&M) / Manager (C&M)
Hindustan Urvarak & Rasayan Limited, (A
JV of CIL, NTPC, IOCL, FCIL & HFCL) Core-3, 9th
Floor, SCOPE Minar
Laxmi Nagar, District Centre New
Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Dear Sirs,

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

As an irrevocable e-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 e-bank guarantee shall not exceed [Bid security amount]
2. This e-bank guarantee shall be valid up to [expiry date]
3. We are liable to pay the guaranteed amount or any part under this e-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.

1. The e-Bank Guarantee shall be from any Scheduled Bank recognized by Reserve Bank of India as per list provided in **Annexure-I**.

2. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the Guarantee.

3. While getting the e-Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in relevant Form of e-Bank Guarantee Verification Check List enclosed in Section-VI of bidding document. Further, Bidders are required to fill up this Form and enclose the same with the e-Bank Guarantee.

2. HURL Bank details required for the purpose of issuance of e-Bank Guarantee are

Bank: SBI
Current account no 41288344914,
IFSC Code- SBIN0004803.

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/012

Performance Security Form

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

e-Bank Guarantee No…….....
Date.....

To,
Engineer In-Charge (EIC)
Hindustan Urvarak & Rasayan Limited,
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)
Core-3, 9th Floor, SCOPE Minar Laxmi Nagar,
District Centre New Delhi, PIN – 110092
Land Line: 011-2250 2267/ 2268

Dear Sirs,

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

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

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

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

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

Dated this .....day 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 as per Tender document.
(@) 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 e-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 e-Bank Guarantee shall be from any Scheduled Bank recognized by Reserve Bank of India as per list provided in **Annexure-I**.

Annexure-I

List of Scheduled Banks

i) List of Scheduled Banks

Public Sector Bank	Private Bank	Foreign Banks
State Bank of India	Axis Bank	Australia and New Zealand banking group ltd
Bank of Baroda	CSB Bank	Bank of Nova Scotia
Bank of India	DCB Bank	Barclays Bank PLC
Bank of Maharashtra	Federal Bank	Citibank
Central Bank of India	ICICI Bank	Credit Agricole Corporate and Investment Bank
Indian Bank	IDFC First Bank	DBS Bank India Limited
Union Bank of India	Karnataka Bank	HSBC Bank
UCO Bank	Kotak Mahindra Bank	Sumitomo Mitsui Banking Corporation
Canara Bank	RBL Bank	Bank of America
Indian Overseas Bank	Tamilnad Mercantile Bank	BNP Paribas
Punjab National Bank	IDBI Bank	DEUTSCHE BANK AG
Punjab & Sind Bank	Bandhan Bank	FirstRand Bank Limited
	City Union Bank	JP Morgan Chase Bank
	Dhanlaxmi Bank	Standard Chartered Bank
	HDFC Bank	
	IndusInd Bank	
	Jammu & Kashmir Bank	
	Karur Vysya Bank	
	Yes Bank	
	South Indian Bank	
	Nainital Bank	

ii) RBI notified Scheduled Cooperative banks and Scheduled Regional Rural banks

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/013

BANK GUARANTEE VERFICATION CHECKLIST

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

CHECK LIST

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

h) In case of deviations in text of BG, which materially affect the right of Owner, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.

i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?

j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?

k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?

l) In case BG has been issued by a Bank other than Scheduled / Commercial Bank recognized by Reserve Bank of India, is the BG confirmed by a Bank in India acceptable as per Bidding / Contract Documents?

m) Whether BG advice (including all BG amendments) sent by the issuing bank through SFMS platform directly to the HURL Banker as per Bidding / Contract documents?

Date: Signature.....

Printed Name of Authorized Person having Power of Attorney.

Place:

Attorney .....

(Designation) .....

(Common Seal) .....

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

Form No. F/C&M/HQ/014

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

WHEREAS the Owner desires to engage the Contractor to ……..*[scope of work]*… ..... and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

1.2 **Order of Precedence**

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

1.3 **Definitions**

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

1.1 **Contract Price**

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

1.2 **Payment Terms**

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

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

ARTICLE 6. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

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

~~[Signature]~~

~~[Title] in the presence of~~

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

~~[Signature]~~

~~[Title] in the presence of~~

~~CONTRACT AGREEMENT~~

~~dated the_____day of_____, 20_____~~

~~BETWEEN~~

~~["the Owner"]~~

~~and~~

~~["the Bidder"]~~

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form No. F/C&M/HQ/015

(To be used for contract closure)

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR

(TO BE ISSUED BY THE CONTRACTOR)

NAME OF PACKAGE: **NAME OF CONTRACTOR:**

LETTER OF AWARD/ NOA/ CONTRACT NO.: **DATED:**

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

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

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

Signature .....

Date .....

Name .....

Place .....

Designation .....

(Company Common Seal)

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

HINDUSTAN URVARAK & RASAYAN LIMITED

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

Form-A

SITE DECLARATION

(To be given on Company Letter Head)

Date:

To,

Sub: Site Declaration for CENTRALIZED PROCUREMENT OF 'THREAD FOR BAGS' FOR ALL THREE UNITS OF HURL

Tender Reference No: HURL/HQ/26CS087 Date: 04.11.2026

Name of Tender / Work: - CENTRALIZED PROCUREMENT OF 'THREAD FOR BAGS' FOR ALL THREE UNITS OF HURL

Dear Sir,

It is hereby confirmed that we are interested to supply the material and services under the above-referenced tender and have accordingly quoted for the following site(s):

Gorakhpur	☐
Barauni	☐
Sindri	☐

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Note: -

1) The above selection of site/sites will not ensure the qualification of bidder for the selected sites. Bidder will be considered for1/2/3 no of sites on the basis of the assessment of prequalification criteria.
2) If the bidder will select more no of sites than the no. of sites qualified on the basis of assessment of prequalification criteria, then the bidder will be considered as per the prequalification criteria & for site selection will be again asked to reselect the site/sites
3) If the bidder will select less no of sites than the no. of sites qualified on the basis of assessment of prequalification criteria, then the bidder will be considered for the site/sites selected above only

हिंदुस्तान उर्वरक एवं रसायन लिमिटेड
HINDUSTAN URVARAK & RASAYAN LTD.

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

INTEGRATED MANAGEMENT SYSTEM (IMS) POLICY

(QUALITY, ENVIRONMENTAL, OCCUPATIONAL HEALTH AND SAFETY POLICY)

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

To achieve this, we shall:

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

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

Date: 16.04.2025
Place: New Delhi

(S. P. Mohanty)
Managing Director

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एकीकृत प्रबंधन प्रणाली (आईएमएस) नीति

(गुणवत्ता, पर्यावरण, व्यावसायिक स्वास्थ्य एवं सुरक्षा नीति)

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

इस लक्ष्य को पाने के लिए हम:

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

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

एस.पी. मोहंती

(एस.पी. मोहंती)
प्रबंध निदेशक

दिनांक: 16.04.2025
स्थान : नई दिल्ली