



HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

NOTICE INVITING TENDER (NIT)

(INTERNATIONAL COMPETITIVE BIDDING)

FOR

SUPPLY OF 150 MT-160 MT CRANE

AT

**HURL – GORAKHPUR (U.P.), SINDRI (JHARKHAND) AND
BARAUNI (BIHAR)**

NIT NO. : PNMM/EM250,251,270/E/034

CONSULTANT



PROJECTS & DEVELOPMENT INDIA LTD.

(A Govt. of India Enterprise)

PDIL Bhawan, A-14, Sector-1,

NOIDA-201301, U.P., India

Aug 2025



PROJECTS & DEVELOPMENT INDIA LIMITED

(A Govt. of India Undertaking)
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COVER LETTER

INTERNATIONAL COMPETITIVE BIDDING (ICB)

Open Tender thru Govt. CPP Portal (e-Procurement)	NIT No.	PNMM/EM250,251,270/E/034
	Date of Issue	25.08.2025
	Pre Bid Meeting through video conference (MS Team)	Join the meeting now 04.09.2025 (15:00 Hrs) Meeting ID: 473 953 617 409 3 Passcode: z7YS7s8W
	Bid Closing Date & Time	25.09.2025 (16:00 Hrs)
	Tech. Bid Opening Date & Time	26.09.2025 (16:00 Hrs)
	Price Bid Opening Date & Time	Shall be intimated later on to Technically and Commercially acceptable Bidder Thru CPP Portal
	Type of Bid	Single Stage Two Part Bid System
	Earnest Money Deposit	69.40 LAKH / USD 67,922
	Submission of EMD, No Deviation Certificate, Cost Auditor/CA certificate for declaration of Local Content, and Integrity Pact in Original, at PDIL Noida	On or before the bid closing time.
	Required Delivery Period	Indian Bidder 06 months (FOR Project Site) from the date of issuance of LOA. Foreign Bidder 04 months (FOB Port of Shipment) from the date of issuance of LOA. <i>(Owner considered 02 months' time as total transportation time from FOB Port of Shipment to FOR Project Site)</i>

Bids are invited by Projects & Development India Limited (PDIL) on behalf of M/s Hindustan Urvarak & Rasayan Limited (HURL) from eligible bidders thru CPP Portal in Single Stage Two Bid System for below mentioned item for HURL's Fertilizer Projects at **Gorakhpur, Sindri and Barauni** in compliance with the Bidding documents, which can be downloaded through CPP portal (e-procurement) website. Bidder must update themselves visiting the website for latest update of the NIT:

SL.NO.	ITEM	QUANTITY
1.	Supply of CRANE of Capacity 150-160 MT as per Technical Specification.	AS PER TECHNICAL PART (Part-II of NIT)

Kindly refer following enclosed documents:

1. Part-I: COMMERCIAL
2. Part-II: TECHNICAL

Eligible Suppliers are requested to send to the undersigned the TENDER ACCEPTANCE LETTER (as per Annexure-1.03), enclosed under Commercial Part of NIT, as soon as they download the Bidding Documents.

Refer Pre qualification Criteria (PQC) for participation in this Tender Process (in reference to Clause 8.0 of Instructions to Bidders).

The detailed address for issuance of EMD/ BG is as follows:



<u>HURL Address</u>	<u>Bank Details</u>
Hindustan Urvarak&Rasayan Ltd., Core-4, 9th Floor, SCOPE Minar, Laxmi Nagar District Centre, New Delhi-110092.	SBI, Account No.- 00000038166287368 Branch Code- 04803 IFSC Code- SBIN0004803 Branch: OVERSEAS BRANCH, DELHI

This is not an order

For & on behalf of Hindustan Urvarak & Rasayan Ltd.



Ans 25/08/2025

(ANJALI THAKUR)
Dy. General Manager (MM)
Projects & Development India Ltd.

 <div>पी डी आई एल PDIL</div>	<div>HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)</div> <div>International Competitive Bidding (ICB)</div> <div>MASTER INDEX</div>	PNMM/ EM250,251, 270/ E/034 INDEX	00	 <div>हिन्दुस्तान उर्वरक एवं रासायन लिमिटेड HURL</div>
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LIST OF NIT DOCUMENTS



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3.0	SUPPLIER'S SERVICEMEN SUPERVISION CONDITIONS	III
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Annexure to Commercial Part		
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2.0	FINANCIAL CRITERIA FOR PQ	1.02
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ATTACHMENT-I

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1.0 Introduction

M/s Hindustan Urvarak & Rasayan Ltd. (HURL) hereinafter also referred to as “OWNER”, was incorporated on 15th June, 2016 as a joint venture company by Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.

of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.

HURL has recently set up three (03) Ammonia Urea Fertiliser Complexes (2200 MTPD Ammonia and 3850 MTPD Urea) at Gorakhpur (in the state of Uttar Pradesh), Barauni (in the state of Bihar) and Sindri (in the state of Jharkhand).

Projects & Development India Ltd. (PDIL) has been appointed by HURL as Project Management Consultant for main Ammonia Urea complex (ISBL) and off-site & utility facilities (OSBL) for the the entire complex.

This NIT is intended for selection of a suitable Domestic Supplier for the Item as detailed in Cover Letter and Technical sections of this NIT.

1.1 The Scope of Supply shall be as per Part II - Technical Scope.

2.0 Bidding Documents (NIT)

The bidder is expected to examine the bidding documents, including ‘Cover Letter’ of NIT and all instructions, Pre-Qualification Criteria mentioned there in, Forms, Annexure, Terms and Conditions of Contract, Specifications, Drawings and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

3.0 Time Schedule

3.1 Bidder shall be required to complete the WORK under the CONTRACT in accordance with the given Completion period as per ‘Cover letter’ of NIT.



3.2 The “**Effective Date of Contract**” shall be the date of issuance of LOA (Letter of Acceptance) by the Owner/Consultant.

3.3 The basic consideration and essence of the Contract is the strict adherence to the time schedules for performing the specified works as stipulated in the Contract.

4.0 Amendment of Bidding Documents

Bidders shall examine the Bidding documents thoroughly and incase of any apparent conflict, discrepancy or error in the Bidding documents, the same shall be brought to the OWNER’s notice (for suitable clarification/amendment, as required) in the form of queries, preferably 3 days prior to the deadline for submission. In response to the same, the OWNER/CONSULTANT shall issue the clarification.

5.0 Clarification of Bidding Documents

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A prospective bidder requiring any clarification shall obtain the same from HURL/ PDIL office in writing by fax or by letter or in person so as to ensure submission of bid on or before bid submission date.

At any time prior to the deadline for submission of bids, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents, if required.

Notice of issuance of any Amendment to the bidding document (Corrigendum/Addendum/Amendment) if any shall be uploaded on PDIL website and shall not be advertised in press. The same shall also be notified in the websites of HURL. Bidders are therefore advised to visit the website regularly for downloading the details of amendment to bidding document. The Bidders will be required to acknowledge notification of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum/Corrigendum in their bid and shall follow the instructions issued along with addendum/corrigendum.

In order to afford Bidders reasonable time to take the amendment, issued prior to submission of Bids, into account in preparing their Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.



6.0 Language of Bid

The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the CONSULTANT/OWNER shall be written in the English language and all units shall be in Metric system. Any printed literature furnished by the Bidder may be written in another language, provided that such literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

7.0 SIGNATURE ON BIDS

- 7.1 The Bid must contain the name, designation and place of business of the person or persons making the Bid and must be signed and sealed, on each page (**necessarily serially numbered**), by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. The Bidder shall submit authority letter / Power of Attorney / Board Resolution in favour of the authorized signatory(s) of the Bid. The Bidder's name stated on the proposal shall be the exact legal name of the Bidder.
- 7.2 Bids by bodies corporate/ limited Companies must be signed with the legal name of the Corporation/Limited Company by the President, Managing Director or by the Company Secretary or any other person or persons holding Power of Attorney for signing their Bid.
- 7.3 Bidder must submit Power of Attorney issued by the Board of Directors / CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership Firm / Proprietor in favor of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

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7.4 Bid shall contain no cuttings, erasures or overwriting except as necessary to correct errors made by the Bidder in which case each such corrections or other changes in the Bid documents shall carry the initials of the person(s) signing the Bid.

7.5 Bids not conforming to the above requirements of signing may be disqualified.

8.0 PRE-QUALIFICATION CRITERIA (PQC)

Evaluation of Technical and Commercial offers shall be carried out for only those Bidders who shall meet the Pre-qualification Criteria.

8.1 Experience Criteria (Technical)

8.1.1 The Bidder shall have supplied, installed/assembled and successfully commissioned at least one 150-160MT or higher capacity Rough Terrain mobile crane of tyre mounted telescopic, diesel driven, multi-axle, hydraulically operated as per standard EN13000 during the last 7 years ending last day of the previous month in which tender is invited.

8.1.2 The Bidder not meeting the qualification criteria at 8.1.1 above, shall however be eligible for qualification based on the credentials of its Parent/Holding Company who is meeting the criteria 8.1.1 above. In such case, the Bidder shall be required to furnish along with their Techno-Commercial bid, a Letter of Undertaking from the parent/Holding Company, pledging their unconditional and irrevocable commitments for supply of equipment, spares & consumables and technical support as envisaged in NIT, for the execution of the Contract by the Bidder in case of award.

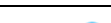

8.1.3 The Bidder not meeting the qualification criteria at 8.1.1 above, shall however be eligible for qualification based on the credentials of their Principal Company who is meeting the criteria 8.1.1 above provided that the bidder has valid Collaboration Agreement with their Principal Company. In such case, the Bidder shall be required to furnish along with their Techno-Commercial bid, copy of Collaboration Agreement and a Letter of Undertaking from the Principal Company, pledging their unconditional and irrevocable commitments for supply of equipment, spares & consumables and technical support as envisaged in NIT, for the execution of the Contract by the Bidder in case of award. The Collaboration Agreement shall remain valid till at least up to supply of equipment.

To meet the above criteria, Bidder shall submit relevant supporting documents such as Copies of work orders/ relevant pages of contract & completion certificate issued by client (duly signed & stamped) furnishing details of above required experience **as per the format enclosed at Annexure-1.01**, along with the bid.

8.2 Financial Criteria

8.2.1 **Annual Turnover** – The Average annual turnover of the bidder as per audited annual financial Statement shall be at least INR 16.65 Crore in last three financial years ending 31st March' 2024 or Calendar year ending 31st December 2023.

8.2.2 **Net Worth** - The net worth of the bidder shall not be less than the paid-up share capital as per audited financial statement for the Financial Year 2023-24 or Calendar year ending 31st December 2023.

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(To meet the above criteria, Bidder shall submit the copy of Audited Annual Report including Profit & Loss a/c statement for the corresponding financial year) and the details thereof should be submitted **as per Annexure-1.02**.

AUTHENTICATION OF ALL DOCUMENTS SUBMITTED AGAINST PQC.

All documents in support of Technical criteria of PQC to be furnished by the bidders shall necessarily be notarized.

Note: The Authentication of PQC Documents of the Bidders Qualified may be checked through Original documents.

9.0 EARNEST MONEY DEPOSIT (EMD)

9.1 Bids must be accompanied with adequate 'Earnest Money Deposit (EMD) / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' or 'Bank Guarantee' issued by any of the Banks as per List attached as Annexure-1.18. The amount of EMD shall be as indicated in the 'Cover Letter' of NIT.

9.1.1 In case EMD is submitted in form of BG, then the EMD offered shall be an irrevocable Bank Guarantee, issued by any of the Banks as per List attached as Annexure-1.18 on a non judicial stamp paper of appropriate value, on a stamp paper of appropriate value. Proforma of the Bank guarantee is enclosed as Annexure-1.06.

9.1.2 The Bank Guarantee shall be valid for a period of three (3) months beyond validity of the Bid. The amount shall be as indicated in the Letter Inviting Bid for this NIT. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders' account.

OR

Unit-wise EMD can also be furnished in the form of Demand Draft in favour of **M/s. Hindustan Urvarak & Rasayan Limited, payable at Delhi** for value as outlined in the Letter Inviting Bid for this NIT.

EMD will not carry any interest.



9.1.3 Deleted.

9.1.4 MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders/Dealers/Distributors/ Stockiest/Wholesaler are not entitled for exemption of EMD.

9.1.4.1 The bidders shall submit the following documents in support of claiming the exemption of EMD:

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or MSEs who are having **Udyam Registration Certificate** or any other body specified by Ministry of Micro, Small and Medium Enterprises.

b) The above document submitted by the bidder shall be duly certified (in original)

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by Notary or the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law or duly notarized by any Notary Public in the bidder's country.

- c) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

9.2 The bid must be accompanied by **EMD along with No Deviation Certificate and Integrity Pact**, all in original. The owner allows only those bids to be opened whose EMD in original Documentary evidences (as per clause no 9.1.4 & 9.1.4.1) in support of claiming EMD exemption for MSE has been received by the owner before the Techno-Commercial bid opening.

9.3 The EMD of unsuccessful Bidders will be returned by OWNER/CONSULTANT without any interest as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER/CONSULTANT, as the case may be. Bidders may indicate the name and address in whose favour the said EMD shall be returned.

9.4 The successful Bidder's EMD will be discharged upon the Bidder accepting and signing the Contract and furnishing the Security cum Performance Bank Guarantee.

9.5 The EMD shall be forfeited and appropriated by OWNER/CONSULTANT without prejudice to any other right or remedy to OWNER under the following conditions:

- If a Bidder withdraws his Bid during its validity or extended validity period, if any.
- If the bid is varied or modified unilaterally by the bidder during the validity or extended validity period.
- Any effort by the bidder to influence the Owner on bid evaluation, bid comparison or contract award decision.
- In the case of a successful Bidder, if the Bidder fails to duly sign the CONTRACT within the stipulated timeframe, and/or meet the stipulations for signing the CONTRACT within the said timeframe.

OR

If the successful bidder is seeking modifications to the agreed terms and conditions after issue of Letter of Acceptance ("LOA") and prior to signing of the Contract.

OR

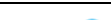

If the successful bidder fail to furnish Security cum Performance Bank Guarantee within 30 days of issuance of the LOA.

9.6 Bidders shall submit their EMD in original / Documentary evidences regarding EMD Exemption along with **No Deviation Certificate (as per given format- Annexure-1.04), Declaration for Local Content (as per given format- Annexure-1.17) and Integrity Pact (as per given format- Annexure-1.12)**, at following address.

The envelope shall be super scribed with:

" _____ "

PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. of India Enterprise)
PDIL BHAWAN, A-14, SECTOR-1,

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NOIDA-201301, U.P., INDIA

Kind Attention: HOD(MM)
EPBX No. + 91-120-2529842/3
Fax no. + 91-120-2529801 / 91
E-mail : anjali@pdilin.com / vgrao@pdilin.com /

10.0 COMPLIANCE TO ALL THE PROVISIONS OF THE BIDDING DOCUMENT / NIL DEVIATION:

- 10.1 The Bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration. **Any deviation, whatsoever, is not permitted** by the Owner to the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Owner/PDIL. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the owner by submitting the “**No Deviation Certificate**” as per **Annexure-1.04** in the tender document. **In case such Certificate is not furnished, the bid shall be rejected.**



Acceptance of above shall be considered as Bidder's confirmation that any deviation to the Bidding Documents found anywhere in their Bid Proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to owner, failing which the bid shall be rejected and bid security(EMD) shall be forfeited.

11.0 PRE-BID CONFERENCE AND COST OF BIDS

11.1 Pre-Bid Conference

- 11.1.1 OWNER/PDIL at its discretion may organize a pre-bid conference with the prospective Bidders at the place, date and time as indicated in ‘Cover Letter’ of NIT. The purpose of the conference will be to clarify the package related issues and to respond to the Bidder’s queries, which may arise from the Bidding Documents, site visit etc.
- 11.1.2 The Bidders are required to submit their questions/ clarifications/queries etc. through e-mail or by post or by fax, so as to reach the OWNER/PDIL at least one week before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late. However, mere submission of pre-bid queries by the prospective participants shall not be made the ground for a extension in Bid submission due date.
- 11.1.3 Any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the OWNER/PDIL exclusively through an amendment to the Bidding Documents.
- 11.1.4 Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid.

11.2 Cost of Bids

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- 11.2.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid, and OWNER / CONSULTANT will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 The Bidder may modify or withdraw its Bid after the Bid's submission, but before the last date and time of Bid submission as specified in this NIT provided that written notice of the modification or withdrawal is received by OWNER/ CONSULTANT prior to the deadline prescribed for submission of Bids.
- 12.2 A withdrawal notice may also be sent by E-mail in signed and scanned form not later than the deadline for submission of Bids.
- 12.3 Deleted
- 12.4 No bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration during the validity or agreed extension validity period duly agreed by the bidder. Withdrawal or unsolicited modification of a bid during this interval shall result in the Bidder's forfeiture of its EMD.



13.0 INFORMATION REQUIRED WITH THE BID

All technical information shall be furnished as per PART-II, Technical. In addition, the bidder shall ensure that Technical and Unpriced Commercial Bid along with filled in proforma has been submitted as per NIT requirement.

14.0 Deleted

15.0 SITE VISIT

- 15.1 It will be imperative on each Bidder to fully make aware himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.
- 15.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any

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time later any claims/disputes against the Owner and the Owner shall not be liable for the same in any manner whatsoever.

- 15.3 The Bidder shall comply with Applicable Indian Acts, Rules & Regulation and any financial implication if any in this regard shall be included in their quoted price. A indicative list of such Applicable Indian Acts, Rules & Regulations is attached as Attachment-VI of NIT.
- 15.4 The Owner shall not entertain any request for clarification from the bidder, regarding such local conditions.
- 15.5 The Bidder shall be deemed to have prepared the Bid on the basis of its independent judgment and to have made all necessary allowances and provisions to ensure that the PROJECT will meet all technical specification prescribed hereunder in the tender document and will be entirely suitable for the purpose for which it is intended. Accordingly, at the time of submission the Bid Price will, without extra price and/or extension of time, be held to include everything implicitly or otherwise required or necessary for the proper and timely completion of the WORK in accordance with the CONTRACT. Further, in case of any contract awarded under these specifications and documents, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 15.6 The cost and expense towards visit to site shall be to Bidder's account only.

16.0 PRICE BASIS & CURRENCY OF BIDS

16.1 Indian Bidder

- Indian Bidders shall quote the price in Indian Rupees only.
- Indian bidder shall quote the price on FOR Site basis. Indian Bidder shall also quote Inland Freight & Insurance Charges upto the site i.e. Gorakhpur, Sindri and Barauni



16.2 Foreign Bidder

- Foreign Bidders may quote the price currencies in USD or EURO or Indian Rupees. Foreign bidders will be paid in the quoted currency.
- Foreign Bidder shall quote the price on CIF Basis. Bidder shall provide the break up FOB prices and ocean freight & insurance charges. The FOB price shall include all duties and taxes paid or payable in the country of origin on the Goods offered up to the loading of goods on vessel at the port of embarkation.

16.3 Bidder to include commissioning and training charges in their bid as per technical scope.

16.4 Bidder shall quote price of items as per Price Schedule (excel BOQ). Wherever, the price of the items (including Inland Freight & Insurance) is/are not quoted by Indian bidder, it will be considered as included in the Total Price.

16.5 Bidder shall quote all items mandatorily. Partly quoted items/bids shall be rejected.

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- 16.6 The price quoted by the Bidder shall be **FIXED & FIRM** and shall be valid until completion of the Contract, pursuant hereto and shall not be subject to variation / escalation on any account. Bids with variable prices shall be disqualified.
- 16.7 The bidders are required to check & confirm before bidding for all taxes & duties for the procurement of supply and service by them for the execution of **CONTRACT(S)**.
- 16.8 The quoted prices shall be inclusive of all taxes, duties, levies, cess, cost of license/permits etc. except GST / Custom duty as applicable. GST will be quoted separately, in the space provided for GST ,which will be reimbursed at actual by the owner limited to the GST amount as per the Bid.
- 16.9 All bank charges of bidders bankers shall be to the Bidder's account and all Bank charges of Owner's bankers shall be to Owner's account.
- 16.10 Income Tax, or any other tax and surcharge as applicable shall be deducted at source from the bills of the contractor and a certificate to that effect shall be issued by the Owner.
- 16.11 **Third Party Inspection (TPI)** shall be in the scope of bidder. Bidder shall arrange inspection through **BV/Lloyds/TUV** and such inspection charges/fee shall be included in their bid.
- 16.12 Bidder to provide/indicate Country of origin of Goods/Services.

17.0 PUBLIC PROCUREMENT (Preference to MAKE IN INDIA (MII))

- 17.1 For implementing the Policy related to 'Public Procurement (Preference to Make in India) order, 2017 (PPP-MIL Order), Department of Industrial Policy and Promotion of Ministry of Commerce and Industry, Govt. Of India has issued an order dated 19.07.2024 in this regard (copy enclosed at Annexure-1.17). The aforementioned orders, inter-alia, contain Purchase Preference and other procedures/requirement to be followed while finalizing the tender and during the execution of the contract. The bidders shall apprise themselves of the provisions and required to comply with these applicable requirement/provisions.
- 17.2 As per the provisions of the above order, Purchase Preferences shall be accorded to the 'Local Supplier' as brought at [Clause-28](#) below. However, the bidder to claim their eligibility for Purchase Preference under the definition of 'Class-I Local Supplier, Class-II Local Supplier and Non-Local Supplier', shall necessarily furnish their certificate duly complying the requirement mentioned at [Clause-17.1](#) above as per Annexure-1.17.

18.0 NUMBER OF BIDS

- 18.1 A bidder shall on no account submit more than one bid either directly or indirectly.
- 18.2 A bidder shall be deemed to have submitted an indirect bid if a subsidiary of the bidder is also a direct or indirect bidder in an independent bid or if the bidder or its subsidiary has with its consent been indicated as a sub-contractor in any other bid or even if not so indicated has entered into any arrangement (whether disclosed or undisclosed) with any other bidder or with a sub-contractor of that bidder for the performance of any work for that other bidder upon an award of the work to that other bidder.

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- 18.3 If a bidder makes more than one bid and/or directly or indirectly participates in another bid as contemplated under [Clause 18.2 above](#), all the bids of the bidder, including the bid of the bidder in whose bid the first named bidder has directly or indirectly participated, may be considered as cartel bids and may be rejected. If the factum of such bid(s) is discovered after the notification of award, the resultant contract shall be liable to be terminated pursuant to the provisions for termination contained in the General Conditions of Contract.

19.0 CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential.

20.0 TAXES AND DUTIES

- 20.1 The Prices/Rates shall include all taxes & duties, levies, Cess cost for License/permits etc. including but not limited to custom duty, personnel and corporate tax, Cess except GST/Custom Duty. GST amount paid by the Bidder shall be reimbursed at actual by the owner limited to the amount as per the bid.

- 20.2 Bidders are required to ascertain themselves the prevailing rates of applicable taxes & duties including income tax rates as applicable on the scheduled date of submission of bids and Owner would not undertake any responsibility whatsoever in this regard. However, due to any subsequent change in law, liability of the Owner as regards to payment of duties and taxes would be governed by [Clause-31 of T&C of Contract](#).

- 20.3 Please note that the responsibility of payment of above taxes thereupon lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice as per the law, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with GST rules. The invoice shall also contain the following:

- (a) Name, Address & GST Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided like HSN/SAC Code.
- (d) GST Amount & Cess thereupon, if any.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit / submission of Return of GST thereupon collected from Owner.



Any changes in statutory rules and regulations under GST regime shall be followed by Contractor.

Refer Annexure-1.14 of PART-I (Commercial) for General Guidelines for Goods & Service Tax (GST).



20.4 Custom duty

Bidder shall quote their price considering Merit rate of Custom duty.

21.0 DETERMINATION OF BID'S RESPONSIVENESS

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- 21.1 The Owner'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 the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 21.2 It is important that Bidder clearly demonstrates his experience and capability, giving OWNER/CONSULTANT a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted rate/price and meeting all other requirements listed in the Bidding document.
- 21.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information/documentation forming basis of evaluation is found incomplete/incorrect, the same may be considered as adequate ground for rejection of the Bid.
- 21.4 Examination of bids and determination of responsiveness
- 21.4.1 The owner's determination of bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid:-
- Meets the "Pre-Qualification Criteria" of the Bidding Documents;
 - Has been properly signed;
 - Is accompanied by the required 'Earnest Money Deposit, No Deviation Certificate and Integrity Pact
 - Is substantially responsive to the requirements of the Bidding Documents; and
 - Provides any clarification and/or substantiation that the Owner may require to determine responsiveness pursuant to [Clause-21.4.2](#) of this ITB.
- 21.4.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose Owner defines the foregoing terms below:-
- "Deviation" is departure from the requirement specified in the tender documents.
 - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 21.4.3 A material deviation, reservation or omission is one that,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in NIT documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Owner's rights or the tenderer's obligations under the proposed Contract.
 - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 21.4.4 The Owner shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

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- 21.4.5 If a Bid is not substantially responsive, it may be rejected by the Owner and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

22.0 SUBMISSION OF BIDS

- 22.1 The Bid must be submitted in electronic format (through CPP portal) as per time schedule mentioned in the Cover Letter of NIT.



The Bidder shall submit **Original Bid Security / EMD alongwith the No deviation Certificate and Integrity Pact, in physical form, only** at the address mentioned at Clause 9.0 of Instruction to Bidders.

The OWNER/ CONSULTANT may extend this deadline for the submission/uploading of Bids by amending the NIT documents in accordance with Clause No. 4.0 above. In such case all rights and obligations of the OWNER and Bidders under this NIT shall be subject to the extended deadline.

22.2 Instruction for Online Submission of Bid

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Bidder may go through the NIT / tenders published on the site and download the required NIT documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the NIT/ Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token / Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.

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- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the EMD, No Deviation Certificate and Integrity Pact as specified in the tender. The original of these documents should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of these documents should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rate offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the

particular tender and will also act as an entry pass to participate in the bid opening date.

- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

Note: A bidder shall submit only one bid in the same bidding process. A Bidder who submits more than one bid will cause all their bids disqualified in the said bidding process.

22.3 The Bidder is expected to examine all instructions, forms /annexures, terms and conditions in the NIT. The NIT together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required or submission of a Bid not responsive to the NIT in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

22.4 **Pre-qualification Bid and Technical & Un-priced Commercial Bid** to be submitted as specified below.

PART-A : Pre-Qualification Bid (Refer Clause 8.0 above /Cover letter of NIT)

S.NO.	DESCRIPTION
i)	Pre Qualification Criteria in favour of Experience Criteria as per Annexure-1.01 along with Copies of /LOA/Work order and Successful Completion certificate or any other relevant document viz invoice, repeater order, duly notarized along with the bid in support of prequalification requirement.
ii)	Pre Qualification Criteria in favour of Financial criteria as per Annexure-1.02 along with copies Annual audited Report for the last three financial years. Annual Reports shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public Accountant in the form of printed annual reports or similar document.

PART-B: Technical and Un-priced Commercial Bid shall indicate the following

S.NO	DESCRIPTION
i.	Photocopy of Earnest money Deposit (EMD)/ documentary evidence in support of EMD exemption and Integrity Pact



S.NO	DESCRIPTION
ii.	Power of Attorney of Bid Signatory from the Competent Authority
iii.	Tender Acceptance Letter as per Annexure-1.03
iv.	No Deviation Certificate as per Annexure-1.04
v.	Contents of Bid and Check List as per Annexure-1.05
vi.	Declaration of Black Listed as per Annexure-1.09
vii.	Master Index and copies of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid as per Annexure-1.11.
viii.	EFT Details as per Annexure-1.13
ix.	Annexure-1.15 – Deleted
x.	Bidder not under Liquidation, Court Receivership or Similar Proceedings as per Annexure-1.16
xi.	Declaration towards “Local Content” as per PUBLIC PROCUREMENT ORDER (Preference to Make in India) as per Form-A, as per Annexure-1.17.
xii.	Fraud Prevention Policy of HURL as applicable as per Annexure-1.19.
xiii.	Declaration regarding Provision for procurement from a bidder which shares a land border with India as per, Form-I-A and/or Form-I-B and/or Form-II, as per Annexure-1.20.
xiv.	Price confirmation copy - Bidder shall submit signed and stamped UNPRICED COPY of the Price Bid i.e. Bill of Quantities (BoQ) indicating "QUOTED" against the quoted rates [Bidder shall take a print out of the excel sheet(s) of BoQ and write "QUOTED" in place of quoted rate]. The scan of this unpriced copy is to be submitted along with Unpriced Techno-Commercial Bid.
xv.	Any other information required in the Bidding Documents or considered relevant by the Bidder.

For convenience, the Bid shall be compiled in the form of Specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the OWNER/CONSULTANT reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Technical and Commercial Bid.

22.5 Priced Bid

22.5.1 Priced Bid shall consist of in the following manner:

Price Bid (BOQ) [in the form of excel sheet] as given in the Bidding Document must be downloaded and saved at bidders' local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the CPP portal only.

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Note:

Bidder shall quote price of all items in the Price Bid (BOQ excel sheet). Indian Bidder shall also mandatorily quote Inland Freight & Insurance Charges upto three locations i.e. Gorakhpur, Sindri and Barauni. Wherever, price of items (including Inland Freight & Insurance) is/are not quoted, it will be considered as included in the item Price.

- 22.5.2 Priced Bid shall be submitted strictly as per the Bill of Quantities (BOQ) given along with the Bidding Documents. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

The price bid containing any comments, remarks, conditions, deviations etc., which are not indicated in the unpriced copy of the price bid, is liable to be rejected.

- 22.5.3 Prices must be strictly filled in format for "Bill of Quantities" enclosed along with the bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case Bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder.

23.0 POLICY FOR BID UNDER CONSIDERATION

Bids shall be deemed to be "Under Consideration" immediately after they are opened and until such time that the official intimation of award / rejection is made by the OWNER / CONSULTANT to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the OWNER / CONSULTANT and/or his employees / representatives on matters related to the bids under consideration.

The OWNER / CONSULTANT, if necessary may obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personnel contact as may be necessary. **The Bidder will not be permitted to change the substance of the bid after the bid had been opened.**



24.0 EFFECT AND VALIDITY OF BID

- 24.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the OWNER/ CONSULTANT for rejection of his bid. The OWNER / CONSULTANT shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the OWNER/ CONSULTANT.

- 24.2 The bids should be kept valid for acceptance for a period of 180 Days from the date of opening of Technical and Commercial Unpriced Bids. A Bid valid for shorter period may be rejected by the Owner as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the OWNER/CONSULTANT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by telefax or by E-mail.

- 24.3 In the event of OWNER/ CONSULTANT seeking extension of period of validity of the Priced Bids, the validity of EMD shall also be suitably extended.

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- 24.4 A Bidder agreeing to the request of OWNER/CONSULTANT seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly. However, Bidders request for revision/adjustment of Priced Bid under such circumstances may be considered by the OWNER/CONSULTANT. The provisions of Clause-9.0 regarding discharge and forfeiture of EMD shall continue to apply during the extended period of Bid Validity.

25.0 COMPLETE SCOPE OF SUPPLIES / WORK

- 25.1 The complete scope of supplies and work has been defined in the bidding documents. Save to the extent provided under Clause 22.5 above, only those bidders who take complete responsibility and who bid for the complete scope of supplies and work as contained in the bidding document shall be considered for further evaluation subject to meeting Pre-Qualification Criteria.
- 25.2 If the Supplier is required to engage a sub-supplier for any part of work, then such sub-suppliers shall have prior proven experience of similar work and shall require specific approval by OWNER/Consultant.
- 25.3 If a proposed sub-suppliers has been approved by the OWNER/Consultant, the Supplier/Contractor shall not replace such approved sub- supplier with another sub-supplier without obtaining the OWNER's prior approval for the proposed replacement.



26.0 OPENING OF BIDS

- 26.1 Owner / Consultant will open Bids in the presence of Bidder's representatives who choose to attend at Date and time specified on cover page of NIT or as informed by Owner / Consultant. The Bidder's representative(s) present during the Bids opening shall sign a Bids opening record sheet evidencing their attendance.
- 26.2 The owner shall allow only those bids for opening whose original EMD, has been received by the owner before the Techno-Commercial bid opening. However, after opening of Techno-commercial unpriced Bid, if there is any discrepancy found in the EMD, Bidder shall be asked to rectify the same, as per the requirement of Bidding document, before the date of opening of the Price Bid. In case the Bidder fails to rectify the EMD before the date of opening of the Price Bid, its Bids will be rejected.

EMD exemption will be applicable for Micro and Small Enterprises (MSEs) subject to submission of documents as per [Clause no 9.1.4 & 9.1.4.1](#). In case of MSEs the certificate will be verified for registration and validity. The certificate shall be valid as on date of opening of bid. If the bidder meets this requirement, their bid will be processed further. If not, the bidder will be asked to submit the requisite EMD. In case the bidder does not submit the EMD within 7 calendar days of HURL/PDIL intimation, then their bid shall be rejected.

- 26.3 The Bids shall be opened in **Central Public Procurement Portal for e-Procurement** at <https://eprocure.gov.in/eprocure>:

26.3.1 STAGE-I: OPENING, PRELIMINARY EXAMINATION & REVIEW OF PRE-QUALIFICATION BID, TECHNICAL AND COMMERCIAL BIDS

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A: PRELIMINARY EXAMINATION

After Opening, Full compliance to the complete provisions of the Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the owner will be checked first in terms of para clause 10.0 above and other requirements of the bidding documents in respect of No deviation Certificate and Integrity pact. In case those documents duly signed and stamped are not found in separate envelope / techno-commercial bid and / or they are not found as per format of the bidding document, the bidder will be asked to furnish the same as per the format before price bid opening. Failure to comply with this requirement, the bid shall be rejected.

The Owner/Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, whether validity of the Bid is in conformity with ITB and whether the bids are generally in order.

Prior to the detailed evaluation, the Owner/Consultant will determine the substantial responsiveness of the bids, in line with clause 21.0 of ITB.

A Bid determined as substantially non-responsive is liable to be rejected by the Owner/Consultant and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Owner/Consultant may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation inline with clause 21.0 of ITB.

B: REVIEW OF PRE-QUALIFICATION BID, TECHNICAL AND COMMERCIAL BIDS

OWNER / CONSULTANT, after Preliminary Examination, will first review Pre-qualification requirement. The Techno-Commercial examination will ascertain that the bidder fully meets the Qualifying Requirements, stipulated for the works in ITB ([Clause-8.0](#))/ Note under 'Cover Letter', to the Owner/Consultant's satisfaction. It will be based upon an examination of documentary evidence of Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate.



Technical and Commercial Bids shall be evaluated only for those bidders whose bid is found to be Pre-qualified based on the Pre-qualification Criteria.

Discussions with Bidders during Techno-Commercial Evaluation:

During evaluation and comparison of Technical and Commercial Bids, OWNER/CONSULTANT may, at its discretion, ask the Bidder for clarification on its Bid. The request for such clarification and the response shall be in writing either through fax or email.

Further, OWNER / CONSULTANT may ask BIDDER to visit OWNER's/ CONSULTANT's office for Technical, Commercial or Financial discussions/clarifications.

BIDDER is expected to undertake such visits and participate in such meetings as and when called by the OWNER/CONSULTANT. All costs related to such visits shall be borne by BIDDER.

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Consequent upon the discussions, if required, OWNER/CONSULTANT may issue final amendment/clarification to the NIT document.

Bidders shall be required to submit their unconditional acceptance to such amendment/clarification failing which Price Bid shall not be considered for opening.

Bidder may be given a chance to furnish supplementary price bid, indicating the price implication, if any, in view of such amendment/clarification.

The price implication (positive/negative) shall be given in the prescribed Format, to be provided along with the request letter for submission of supplementary Price (to be intimated later as per requirement) super scribed as “**SUPPLEMENTARY PRICE BID for NIT No.:**.....”. The same shall be considered alongwith the original price bid for the purpose of evaluation.

After opening of the Price Bid, no change in the quoted rate/price shall be offered or permitted.

26.3.2 STAGE – II: OPENING OF PRICE BID

The date of the opening of the Price Bid shall be intimated to technically and commercially acceptable Bidders thru CPP Portal. The price bids of such shortlisted Bidders will be opened in the presence of Bidder’s representative who chooses to attend, on the date and time to be specified in CPP Portal.

The evaluation of the priced Bids shall be done as described under Clause No. 28.0 of the ITB.

- 26.3.3 If the Bids as judged by the OWNER are unresponsive, the NIT may be declared void and a new procedure for selection of CONTRACTOR as deemed appropriate by OWNER may be adopted.

27.0 CORRECTION OF ERRORS

Although there is zero possibility of arithmetic errors where Price Bids are submitted in the form of excel (BoQ). However, if required, following methodology may be applied for arithmetic correction:

- (i) When there is a difference between the rates in figures and words, the rate mentioned in the words will be considered.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

- (v) In case of an error in output/display due to computational error in the Excel BoQ, the output figures/words shall be corrected manually using the rate filled by the Bidder in the unlocked cell (Blue color cell)

The amount stated in the Bid will be adjusted by the Owner / Consultant in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.



28.0 EVALUATION AND COMPARISON OF BIDS

28.1 Indian Bidder

SI no.	Terms as per Tender	Loading Factor
1.	FOR Site Price Ex-work Price (here Ex-work means Bidder's works/ warehouse in India only) plus Inland Freight & Insurance plus GST	As quoted by the bidder
2.	Add Supervision and Training charges	Included in the quoted price
3.	Total Evaluated cost at site	SUM OF SR. NOS. (1+2)

28.2 Foreign Bidder

SI no.	Terms as per Tender	Loading Factor
1.	FOB Price	As quoted by the bidder
2.	Add Ocean Freight	As quoted by the bidder
3.	Add Ocean Insurance	As quoted by the bidder
4.	SubTotal –CIF Price	Sum of SI nos. (1+2+3)
5.	Add custom duty (including cess/surcharge, SWS, IGST etc)	Prevailing rate on (CIF value i.e. sl. no. 4).
6.	Add L/C Charges	@ 1% of FOB value i.e. 1% of SI no. 1
7.	Add Port handling charges + Custom Clearance	@ 2% of CIF value i.e. 2% of SI no. 4
8.	Add Inland freight and Insurance charges from Port of Entry in India to Owner's site	Highest quoted by Indian Bidder OR @3% of landed cost i.e. Sum of sl.nos. (4 + 5 + 6 + 7) whichever is higher
9.	Sub Total Landed Supply Price upto site	Sum of SI nos. (4+5+6+7+8)
10.	Add Supervision and Training charges	Included in the quoted price
11.	Total Evaluated cost at site	SUM OF SR. NOS. (9+10)

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28.3 To facilitate evaluation and comparison of prices, the OWNER will convert all bid prices expressed in foreign currency into Indian rupees at reference rate of the concerned foreign currency, available on RBI website, on the date of opening of price bids. If the bid opening date happens to be a bank holiday then the rate of previous working day would be considered.

28.4 Bidder shall quote the Price of Two year operational spares in BOQ1 and BOQ2 of excel sheet and the Break-up of the same shall also be provided in the other excel sheet of BoQ. In case the price quoted in BOQ1 and BOQ2 did not match with the break-up price quoted for Two year operational spares, then price quoted in BOQ1 and BOQ2 shall be considered in the evaluation.

Bidder shall submit detailed list of Two year operational spares in Technical bid also.

The Award(s) shall be made Unit wise (i.e. Gorakhpur, Sindri and Barauni separately).

28.5 Selection of bidder for award

The lowest evaluated price as worked out from above evaluation process shall be the basis for selection of Bidder as further detailed below:

28.5.1. In the event, the Price quoted by evaluated L1 Bidder is not acceptable, the Owner reserves the right;



- (i) to hold negotiations with the evaluated L1 bidder.
- (ii) to obtain the best reduced prices from all the eligible bidders, in case the negotiated price with L1 bidder is not acceptable to Owner. Evaluated L1 bidder shall again be determined on the basis of best reduced prices following the above mentioned evaluation Process.

28.5.2 For the final selection of the CONTRACTOR, the lowest evaluated prices as worked out as above shall be considered for further comparison with respect to the Govt. Purchase Preference as per respective order as mentioned at [Clause 17.0](#) above and as per the Public Procurement (Preference to make in India) Order 2017-revised from time to time.

The bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies) as per Form-A of Annexure-1.17 for claiming the Purchase Preference. If the bidder does not furnish this certificate duly comply with the above requirement, their bid shall not be taken for comparison for according the Purchase Preference.

29.0 REBATE

No suo-moto reduction in price(s) by Bidders is permissible after opening of the price bid. If any Bidder unilaterally reduces the price(s) / percentage quoted by him in his bid

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after opening of price bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

30.0 CONTACTING OWNER

A Bidder shall not contact the OWNER/CONSULTANT on any matter relating to his bid from the time of priced bid opening to the time that the Contract(s) are awarded, unless requested to do so in writing. Any effort by a Bidder to influence the OWNER/CONSULTANT in the OWNER's/ CONSULTANT's decisions in respect of bid evaluation or contract award will result in the rejection of that Bid.

31.0 LETTER OF ACCEPTANCE (LOA)

31.1 Prior to the expiry of the period of bid validity or extension thereof, the Owner will notify the successful bidder (in terms of award criteria mentioned in Clause 28.5 above by e mail to be confirmed by post copy that the bid has been accepted and the e-mail above will constitute formation of the Contract.

31.2 The successful bidder on receipt of "LOA" which may be in the form of Letter of Acceptance shall convey his acceptance by return e-mail and to be confirmed by letter within 15 days.

31.3 Delivery period / schedule shall be counted from the date of LOA.

31.4 **LOA/Order shall be issued on location wise i.e. Gorakhpur, Sindri and Barauni separately as per the BoQ /item Quantity break-up provided in the Technical Scope.**

32.0 SIGNING OF PURCHASE ORDER/CONTRACT AGREEMENT



32.1 At the same time as the OWNER notifies the successful Bidder that its Bid has been accepted, the Successful Bidder shall prepare a draft (for review by Owner/ Consultant) of the Contract based on the format provided in the Bidding Documents, incorporating all agreements between the parties.

32.2 Within Thirty (30) days of receipt of the reviewed CONTRACT, the successful Bidder shall sign and date the Contract Agreement and return it to the OWNER. Cost of execution of the Contract, including payment of stamp duty thereon, shall be borne by the Bidder. The successful Bidder shall provide 10 DVDs of scanned signed Contract Agreement apart from 3 sets of Original Contract Agreement.

33.0 OWNER'S RIGHT TO ACCEPT / REJECT BIDS

33.1 The OWNER reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids (for any or all the units) at any time prior to award of Order without thereby incurring any liability to the bidder(s) or any obligation to inform the bidder(s) of the ground of OWNER's action.

33.2 It is observed that many bidders indulge in trading in contracts by entering into undisclosed back-to-back arrangements for the whole or a substantial portion of a Supplier's obligations under the PO. If a bidder proposes to enter into any such arrangements upon a successful award of work or has in place any such arrangement which will become operative upon the award of work, the bidder must make a

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complete disclosure of such arrangement or proposed arrangement in its proposal, and all provisions applicable to sub-supplier(s) in terms of bidding documents shall apply to such arrangements.

33.3 If the existence of such an undisclosed arrangement is reasonably apprehended by the OWNER in the case of a bidder, the OWNER may reject such bidder's bid as not responsive.

33.4 If such an undisclosed arrangement is discovered after the award of work, such arrangement(s) shall be deemed to constitute an assignment of Purchase order and a ground of termination pursuant to the provisions of termination under the General Conditions of Contract.

33.5 Owner/Consultant reserves the right to accept or reject any tender in whole or part and/or accept other than the lowest quotation without assigning any reason.

34.0 SECURITY CUM PERFORMANCE GUARANTEE (Shifted to clause 9.0 of Terms & Conditions of Contract)

35.0 INCOME TAX & CORPORATE TAX

35.1 Income tax deduction shall be made from all payments made to the supplier/contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

35.2 Corporate Tax liability, if any, shall be to the contractor's account.

35.3 Mentioning of PAN NO. in Invoice / Bill

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs.2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs.2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement.



36.0 GENERAL INSTRUCTIONS

36.1 Transfer of Bid submitted by one BIDDER to another is not permitted. No alteration in the essence of a Bid, once submitted, shall be permitted.

36.2 Unincorporated Joint venture/consortium bids shall not be accepted

36.3 OWNER/CONSULTANT shall not entertain any correspondence with any Bidder on acceptance or rejection of any Bid.

36.4 Oral statements made by the Bidder at any time regarding any matter including quality, or arrangement of the equipment or any other matter will not be considered and will not be binding on the OWNER/CONSULTANT.

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- 36.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.
- 36.6 Bidder will furnish the Bid with all relevant information's as called for. Bids with incomplete information are liable for rejection.
- 36.7 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG shall be liable to be forfeited.

37.0 INTEGRITY PACT



Bidders are required to unconditionally accept the "Integrity Pact (IP)", as per Annexure-1.12, (executed on plain paper) and submit the same duly signed on all pages by the bidder's authorized signatory along with the EMD / Documentary evidences in support of EMD exemption for MSEs. In case, Annexure-1.12 duly signed & stamped is not found in the sealed envelope / techno-commercial bid and / or is not found as per the format required as per the bidding document, the bidder will be asked to furnish the same before price bid opening. Failure to comply with this requirement, the bid shall be rejected.

38.0 INCOMPLETE AND LATE TENDER

Unsolicited /Incomplete /late tenders are liable to rejection without any further reference.

39.0 FRAUD PREVENTION POLICY OF HURL



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 (Refer Annexure-1.19) with the NIT.

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ATTACHMENT-II

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1.0 DEFINITIONS

In this Purchase Order/Contract the following terms shall be interpreted as indicated.

1.1 Purchase Order/Contract

Means the agreement entered into between Owner/ and the Supplier as recorded in the Purchase Order/Contract form, signed by the Owner and accepted by the Supplier, including all attachments and annexure thereto and all document incorporated by reference therein together with any subsequent modifications thereof in writing.

1.2 Purchase Order/Contract Price

Shall mean the total price (including Duties, Levies, Cess, cost for license/Permits etc but excluding Custom duty/GST-in respect of direct transactions between Contractor and Owner) payable to the Supplier/ Contractor for the full and proper performance of it's contractual obligations under the Purchase Order/Contract.

1.3 Goods

Means all of the equipment, machinery, and / or other materials, which the Supplier/ Contractor is required to supply to the Owner, under the Purchase Order/Contract..

1.4 Services

Means supervision of installation, pre commissioning, commissioning, performance guarantee test run, provision of technical assistance, training and other such obligations of the Supplier/ Contractor covered under the Purchase Order/Contract.

1.5 Owner / Purchaser

Shall mean M/s Hindustan Urvarak & Rasayan Ltd. (HURL) having its registered office at Delhi, INDIA.

1.6 Consultant

Shall mean any firm/ agency /company appointed by the Owner who are acting for and on behalf of Owner.

1.7 Supplier/Contractor

Shall mean the successful Bidder whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Purchase order/Contract and shall include his heirs, legal representatives, successors and permitted assigns

1.8 Sub-contract



Shall mean the order placed by the Supplier/Contractor, for any portion of the Purchase Order/Contract, after necessary consent of Owner/Consultant.

1.9 Sub-contractor



Shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of Purchase Order/Contract has been sub-contracted by the Supplier/Contractor after necessary consent of Owner/Consultant.

1.10 Servicemen

Shall mean personnel of Contractor for deployment at the Project Site(s) for supervision Services in respect of the relevant provisions of the Contract'.

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- 1.11 Site**
Shall mean the plant locations at Gorakhpur (Uttar Pradesh), Sindri (Jharkhand) and Barauni (Bihar), India where the equipment shall be erected. The Specific details of Site can be seen from the Technical Part of NIT.
- 1.12 Battery Limit**
Shall mean the area within which plant/equipment are to be located.
- 1.13 Equipment**
Shall mean and include any equipment/materials/Spares, machinery, electrical components, instruments, materials, stores, goods to be provided for under the Purchase Order/Contract and amendments thereto.
- 1.14 Plant**
Shall means defined in the Technical Scope.
- 1.15 Drawings**
Shall mean and include engineering drawings, sketches showing plans, sections and elevations related to the Purchase Order/Contract together with modifications and / or revision thereto.
- 1.16 Specifications**
Shall mean and include schedules, detailed descriptions, statements of technical data, performance characteristics, standards (Indian as well as international) as applicable and specified in the Purchase Order/Contract.
- 1.17 Engineer**
Shall mean the Engineer or Executive-in-charge at site nominated by Owner/ Consultant.
- 1.18 Inspector**
Shall mean any person or outside agency nominated or agreed by Owner/Consultant through Consultant to inspect Equipment stage-wise as well as final, before dispatch, at Supplier's works and on receipt at Site as per the terms of the Purchase Order/Contract.
- 1.19 Tests**
Shall mean such process or processes to be carried out by the Supplier/ Contractor as are prescribed in the Purchase Order/Contract considered necessary by Owner/Consultant or their representative in order to ascertain quality, workmanship, performance and efficiency of Equipment or part thereof. Copies of all test results/ reports shall be furnished by the Supplier/ Contractor to the Owner/ Consultant.
- 1.20 Approval**
Shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal, as the case may be, of the Owner/Consultant or their authorized representative on documents, Drawings or other particulars in relation to the Purchase Order/Contract.
- 1.21 Effective Date of Contract**
Shall mean the date on which the Letter of Award (LOA) issued.

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1.22 Mechanical completion

Shall mean readiness to take feed except on minor respect, which does not prevent trial runs with all the necessary statutory approvals duly obtained as may be required, for the purpose of carrying out the trial runs.

1.23 'Performance & Guarantee Test Run (PGTR)' –(Not applicable)

1.24 Terms and expressions not herein defined

Shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, 1930, failing that in The Indian Contract Act (1872) and failing that in The General Clause Act (1897) including amendments thereof, if any.

1.25 INCOTERM

Incoterms 2020 /revision thereafter if any shall applicable for this tender.

2.0 SCOPE OF PURCHASE ORDER/CONTRACT

2.1 Scope of Purchase Order/Contract shall be as defined in the Purchase Order/Contract Specifications, Drawings and Annexures and attachments thereto.

2.2 Completeness of the Equipment shall be the responsibility of the Supplier/ Contractor. Any new equipment, fittings and accessories which may not be specifically mentioned in the Specifications or Drawings, but which are necessary for the proper functioning of the equipment (successful operation and functioning of the Equipment being Supplier's responsibility) shall be provided by the Supplier/ Contractor without any extra cost.



2.3 The Supplier/ Contractor shall follow the best, modern practices in the manufacture of high quality Equipment as applied by the Supplier/ Contractor notwithstanding any omission in the Specifications. The true intent and meaning of these documents is that Supplier/ Contractor shall in all respects design, engineer, manufacture and supply the Equipment in a thorough workmanlike manner and supply the same in prescribed time as per the Purchase Order/Contract requirement.

2.3 The Supplier/ Contractor shall furnish six (06) copies for each project in English language of technical documents, final Drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for dispatch under confirmation to the Owner/Consultant. Final drawings shall be issued on CAD files in a CD. Two (2) hard copies of final documents, test certificates and drawings shall be furnished directly to Consultant PDIL.

2.5 The documents once submitted by the Supplier/ Contractor shall be firm and final. The Supplier/ Contractor shall be responsible for any loss to the Owner/Consultant consequent to furnishing of the incorrect data/drawings.

2.6 All dimensions and weights should be in the metric system.

2.7 All Goods to be supplied and work to be carried out under the Purchase Order/Contract shall conform to and comply with the provision of relevant regulations/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/ work carried out and necessary certificates shall be furnished.

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- 2.8 The Supplier/ Contractor shall provide cross-sectional drawings wherever applicable to identify the spare part numbers and their location. The sizes of bearings, their make and number shall be furnished.
- 2.9 Specifications, design and drawings issued to the Supplier/ Contractor along with enquiry Specifications and Purchase Order/Contract are not sold or given but loaned. These remain the property of Owner/Consultant or their assignees and are subject to the recall by Owner/Consultant. The Supplier/ Contractor and his employees shall not make use of the drawing, Specifications and technical information for any purpose at any time except for manufacture against the Purchase Order/Contract and shall not disclose the same to any person, firm or corporate authorities, without written permission of Owner/Consultant. All such details shall be kept confidential.
- 2.10 Supplier/ Contractor shall pack, protect, mark and arrange for dispatch of Equipment as per instructions given in the Purchase Order/Contract.

3.0 STANDARDS

- 3.1 The Goods supplied under this Purchase Order/Contract shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure an equal or higher quality and when no applicable standard is mentioned, to the latest standards issued by an authority/ recognized institution in the country of origin of the Goods shall be applicable.

4.0 INSTRUCTIONS, DIRECTIONS AND CORRESPONDENCE

- 4.1 The Equipment described in the Purchase Order/Contract are to be supplied according to the standards, data sheets, tables, Specifications and Drawings attached hereto and / or enclosed with the Purchase Order/Contract itself and according to all conditions both general and specific enclosed with the Purchaser Order, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to Supplier/ Contractor shall, excepting what is herein provided, be given by Owner/ Consultant.
 - All the work shall be carried out under the direction of and to the satisfaction of Owner/ Consultant.
 - All communication including technical-commercial clarifications and / or comments shall bear reference to the Purchaser Order/Contract.
 - Invoices for payment against the Purchaser Order/Contract shall be addressed to Owner and sent to Consultant for certification, if so stipulated in the Purchase Order/Contract.
 - The Purchase Order/Contract number shall be shown on all invoices, communication, packing lists, containers and Bills of Lading etc.
- 4.2 All correspondence from Supplier/Contractor shall be forwarded in duplicate (2 copies) to CONSULTANT and 02 copies to OWNER.
- 4.3 Correspondence on technical and commercial matters shall be dealt with in separate letters for each Purchase Order/Contract and each copy of the letter shall be complete with all annexure.
- 4.4 Correspondence for expediting and inspection shall be done directly with Inspector with a copy to Consultant and a copy to Owner.

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5.0 Mode of Contracting

5.1 **Indian Bidder:** Contract shall be awarded on FOT Site Basis.

Foreign Bidder: Contract shall be awarded on CIF Basis.

5.2 The CONTRACT shall be in all respect being construed and governed in accordance with the Indian laws.

5.3 It is clearly understood that the total consideration for the CONTRACT has been broken up into various components only for the convenience of payment of advance under the CONTRACT and for the measurement of deviation or modification under the CONTRACT(s).

5.4 Contract Documents

5.4.1 The term 'CONTRACT DOCUMENTS' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:

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



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

5.4.2 In the event of any ambiguity or conflict between the CONTRACT DOCUMENTS listed in clause 5.4.1 above, the order of precedence shall be the order in which the CONTRACT DOCUMENTS are listed in Clause 5.4.1 above.

6.0 MODIFICATION IN PURCHASE ORDER/CONTRACT

6.1 All modifications leading to changes in the Purchase Order/Contract with respect to technical or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by Owner/ Consultant by issuing amendment to the Purchase Order/Contract. Issuance of acceptance, or otherwise in such cases, shall not be any ground for extension of agreed delivery date and also shall not affect the performance of the Purchase Order/Contract in any manner except to the extent, mutually agreed through a modification of the Purchase Order/Contract. Owner/ Consultant shall have the right to modify or amend the Purchase Order/Contract subject to an adjustment in the Purchase Order/Contract price and / or delivery date in accordance with the applicable provisions of the Purchase Order/Contract, if any, or pursuant to mutual agreement.

6.2 Owner/ Consultant shall not be bound by any printed conditions, provisions in the Supplier's bid forms or acknowledgement of Purchase Order/Contract, invoice, packing list and other documents which support to impose any condition at variance with or supplemental to the Purchase Order/Contract.

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7.0 USE OF PURCHASE ORDER/CONTRACT DOCUMENTS AND INFORMATION

- 7.1 The Supplier/ Contractor shall not, without the Owner/ Consultant's prior written consent, disclose the Purchase Order/Contract or any provision thereof, or any specification, plan, drawings, pattern, sample or information furnished by or on behalf of the Owner/ Consultant in connection therewith, to any person other than a person employed by the Supplier/ Contractor in the performance of the Purchase Order/Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 7.2 The Supplier/ Contractor shall not without the Owner/ Consultant's prior written consent, make use of any document or information enumerated in clause no. 7.1 except for purposes of performing the Purchase Order/Contract.
- 7.3 Any document, other than the PurchaseOrder itself, enumerated in clause no. 7.1 shall remain the property of the Owner/Consultant and shall be returned (in all copies) to the Owner on completion of the Supplier's performance under the Purchase Order/Contract if so required by the Owner /Consultant.

8.0 PATENT RIGHTS

- 8.1 The Supplier/ Contractor shall indemnify the Owner/ Consultant against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Owner's country.

8.2 Patent indemnity



Supplier/ Contractor hereby warrants that the use or sale of the materials delivered under the Purchase Order/Contract will not infringe claims of any patent covering such material to the extent the design for such materials is not furnished by Owner/ Consultant and Supplier/ Contractor agrees to be responsible for and to defend at his sole expense all law suits and proceedings against Owner/ Consultant based on any such alleged patent infringement, and to pay all costs, expenses, judgment and damages which Owner/ Consultant may have to pay or incur by reason of any such suit or proceedings. Notwithstanding the foregoing, Supplier/ Contractor does not warrant against and shall not be responsible for, claims of patent infringement based solely on the use of such materials by the Owner/ Consultant in combination with other materials or equipment or in the operation of any process other than such process as may be inherent in the use of such materials/Equipment.

8.3 Mechanic's lien

Supplier/ Contractor agrees to indemnify and hold harmless Owner/ Consultant against all labour's, materials, man's and/ or mechanic's liens arising from its work, and shall keep the premises of Owner/ Consultant free from all such claims, liens and encumbrances.

8.4 Permits and Certificates

Supplier/ Contractor shall procure, as its expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and Supplier/ Contractor further agrees to hold Owner/ Consultant harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. Owner shall provide the necessary permits for Supplier's personnel to undertake any work in India in connection with the Purchase Order/Contract.

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9.0 SECURITY CUM PERFORMANCE GUARANTEE

As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security cum Performance Bank Guarantee in the form attached as [Annexure-1.07](#) within thirty (30) days of issuance of LOA. This Bank Guarantee shall be an irrevocable Bank Guarantee, issued by any of the Bank as per List of Banks attached as Annexure-1.18 on a non judicial stamp paper of appropriate value and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications.



- 9.1 The Successful Bidder is required to furnish SECURITY CUM PERFORMANCE GUARANTEE in the form of Bank Guarantee. The amount shall be equal to **Five percent (5%) of the Total Contract Price**.

The Bank Guarantee shall be valid to cover Delivery Period plus Defects Liability Period (i.e.12 months from the date of commissioning or 2000 hours of operation, whichever is earlier plus three (03) months.



- 9.2 Failure of the successful Bidder to comply with the requirement of [9.0](#) hereof shall constitute sufficient grounds for forfeiture of Bid Security/EMD without prejudice to its rights and remedies as set forth in this NIT or otherwise in law.

10.0 INSPECTION, TESTING & EXPEDITING

- 10.1 The Owner/Consultant or their representatives shall have the right to inspect and / or test the Goods to confirm their conformity to the Purchase Order/Contract Specifications. The special conditions of purchase and / or the technical Specifications shall specify what inspections and tests the Owner/Consultant require and where they are to be conducted. The Owner/Consultant shall notify the Supplier/ Contractor in writing of the identity of any other representatives retained for these purposes. Expediting performed by Owner/Consultant's representative in no way relieves the Supplier/ Contractor of delivery obligation under the terms and conditions of this Purchase Order/Contract.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier/ Contractor or his Subcontractor, at the point of delivery and/ or the Goods final destination. When conducted on the premises of the Supplier/ Contractor or his Subcontractor(s), all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the Inspector at no charge to the Owner/ Consultant.
- 10.3 Should any inspected or tested Goods fail to conform to the Specifications, the Owner / Consultant may reject them and the Supplier/ Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Owner/ Consultant.
- 10.4 The Owner/ Consultant's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in Owner's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Owner/ Consultant or their representative prior to the Goods shipment from the country of origin.
- 10.5 The Inspector shall follow the progress of the manufacture of the Equipment under the Purchase Order/Contract to ensure that the requirements outlined in the Purchase Order/Contract are not being deviated with respect to schedule and quality.

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- 10.6 Supplier/ Contractor shall allow the Inspector to visit, during working hours, the workshops relevant for execution of the Purchase Order/Contract during the entire period of Purchase Order/Contract execution.
- 10.7 In order to enable Owner/ Consultant's representatives to obtain entry visas in time, Supplier/ Contractor shall notify Owner/ Consultant two months before assembly, testing and packing of main Equipment. If requested, Supplier/ Contractor shall assist Owner/Consultant's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 10.8 Supplier/ Contractor shall place at the disposal of the inspector, free of charge, all tools, instruments, and other apparatus necessary for the inspection and / or testing of the Equipment. The Inspector is entitled to prohibit the use and dispatch of Equipment and / or materials which have failed to comply with the characteristics required for the Equipment during Tests and inspections.
- 10.9 Supplier/ Contractor shall ensure that his Subcontractors grant the same permission to the inspector.
- 10.10 In respect of this inspection Supplier/ Contractor shall advise in writing of any delay in the program at the earliest possible date, describing in detail what has caused the delay and the proposed corrective action.
- 10.11 All Tests and trials in general, including those to be carried out for Equipment not manufactured by Supplier, shall be witnessed by the Inspector. Therefore, Supplier/ Contractor shall confirm Owner/ Consultant by fax, or email about the exact date of inspection with at least 30 days notice. Supplier/ Contractor shall specify the Purchase Order/Contract items and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.12 If on receipt of this notice, Owner/ Consultant should waive the right to witness the test; timely information will be given accordingly.
- 10.13 Any and all expenses incurred in connection with Tests, preparation of reports and analysis made by qualified laboratories/institutions, necessary technical documents, testing documents, and Drawings shall be at Supplier's cost. The technical documents shall include the references and numbers of the standards used in the construction, wherever deemed practical by the Inspector, with copy of such standards. Supplier/ Contractor shall be held responsible for any possible delay in the approval or testing phase as well as for any possible delay in the remittance of necessary certificates. Delay on the part of the above mentioned institutions will not be considered a case of 'force majeure'.
- 10.14. Nothing in article 10 shall in any way release the Supplier/ Contractor from any warranty or from his obligations under the Purchase Order/Contract.
- 10.15 Arrangements for all inspections required by Indian Statutory Authorities and as specified in the technical Specifications shall be made by the Supplier.
- 10.16 Participation or presence of Owner/ Consultant or their representatives at any test or their failure to be present at or to witness any test to be undertaken pursuant hereto shall not in any way or manner relieve or release the Supplier/ Contractor from any or its warranties, guarantees or other obligations under the Purchase Order/Contract.

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10.17 Copies of all test results/ report of the Tests shall be furnished promptly by the Supplier/ Contractor to the Owner and to the Consultant.

11.0 TIME SCHEDULE AND PROGRESS REPORTING

11.1 Time Schedule Network/ Bar chart

11.1.1 Together with the Purchase Order/Contract confirmation, Supplier/ Contractor shall submit to Owner/Consultant, his time schedule regarding the documentation, supply and manufacture of Equipment and materials as well as information on his Subcontracts to be placed with third parties, including the dates on which Supplier/ Contractor intends to issue such Subcontracts.

11.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery.

11.1.3 The original issue and subsequent revision of Supplier's time schedule and / or Subcontractors' time schedules shall be sent to Consultant in two copies (of which one shall be reproducible) and two copies to Owner.

11.1.4 The time schedule network/ bar chart shall be updated at least every month.

11.2 Progress Trend Chart /Monthly Report

11.2.1 Supplier/ Contractor shall report fortnightly to Owner/ Consultant the progress of the execution of Purchase Order/Contract and achievement targets set out in the time bar chart.

11.2.2 The progress will be expressed in percentages as shown in the Progress Trend Chart.

11.2.3 The first issue of the Progress Trend Chart will be forwarded together with the Time Bar Chart along with Purchase Order/Contract confirmation.

11.2.4 The monthly reporting will bear the updating of the Progress Trend Chart.



11.3 Progress Performance

11.3.1 Owner/Consultant or his representatives shall have the right to inspect Supplier's premises to evaluate the actual progress of work on the basis of Supplier's time schedule documentation.

11.3.2 Irrespective of such inspection, Supplier/ Contractor shall advise Owner/Consultant at the earliest possible date of any anticipated delay in the program indicating the reasons thereof and corrective measures proposed thereto.

11.3.3 In the event that the delay is caused by a delay in the delivery of subcontracted equipment and / or materials, Supplier/ Contractor shall submit details together with copies of the appropriate orders and agreements entered with such Subcontractor.



11.4 Notwithstanding the above, in case progress on the execution of Purchase Order/Contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the Owner/ Consultant which shall be conclusive, or if the Supplier/ Contractor shall neglect to execute the Purchase Order/Contract with due diligence and expedition or shall contravene the provision of the Purchase Order/Contract, Owner/ Consultant may give

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notice of the time in writing to the Supplier/ Contractor calling upon him to make good the failure, neglect or contravention complained of. Should the Supplier/ Contractor fail to comply with such notice within the period of 30 days, the Owner/Consultant shall have the option and be at liberty to take the Purchase Order/Contract wholly or in part out at the Supplier's risk and cost and to recover from the Supplier/ Contractor all extra costs incurred by the Owner on this account and the agreed penalty. In such an event Owner/Consultant shall not be responsible for any loss that the Supplier/ Contractor may incur and Supplier/ Contractor shall not be entitled to any gain. Owner/ Consultant shall, in addition have the right to confiscate security performance guarantee in full or in part.

12.0 PACKING



- 12.1 The Supplier/ Contractor shall provide such packing of the Goods as is seaworthy and in such way as shall prevent their damage or deterioration in full or any part thereof during transit to their final destination as indicated in the Purchase Order/Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Purchase Order/Contract and subject to any subsequent instructions issued by the Owner/Consultant.
- 12.3 Supplier/ Contractor shall be obliged to make compensation for all losses suffered by Owner due to Supplier's improper packing of the Goods.
- a) Spares shall be packed separately and identification marks tagged to each of the item, containing the following information and as per instructions specified in the Purchase Order/Contract:
- i) Details of equipment and Purchase Order/Contract
 - ii) Nomenclature of part/component
 - iii) Part No. and Drawing No
 - iv) Serial No. of part in Purchase Order/Contract
 - v) Serial No. of part in catalogue
- b) All fragile and all exposed parts shall be packed with due care and packages shall bear the words 'HANDLE WITH CARE' in English.
- c) All nozzles, pipes and all sheets shall be marked with straps bearing progressive numbers.
- d) All holes and openings as well as all the machined surfaces shall be carefully protected against weather and damages.
- e) All manufactured surface shall be painted with rustproof paint.
- f) All threaded fittings shall be greased and provided with plastic caps.
- g) All bright and machined parts shall be coated with appropriate protective material suitable for tropical and coastal climatic conditions.

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- h) All small pieces shall be wrapped in jute bags lined with polythene and packed in cases. All pipes shall be bundled in small lots with strong wire at least four (4) places and 4 metallic tags placed, giving information on size, specification, length and weight of bundle. Both ends of pipes shall be plugged with plastic caps.
- i) No Equipment shall be shipped on deck without specific approval by Owner/ Consultant.
- j) All on the deck shipments, if permitted, shall be given special protective coating and packing.
- 12.4 Supplier/ Contractor is fully responsible for specification of the storage conditions for his Equipment and materials, and Supplier/ Contractor is also responsible for any damage incurred due to faulty or missing instructions.
- 12.5 At least 30 (thirty) days prior to final technical inspection, Supplier/ Contractor shall submit to Owner/Consultant a complete description of the packing.
- 12.6 The Supplier/ Contractor shall be liable for all damage or breakage to the Equipment due to the defective or insufficient packing as well as for corrosion due to insufficient protection. In such an event Supplier/ Contractor shall arrange for free replacement without any cost to Owner.
- 12.7 In each package Supplier/ Contractor will ensure that there is a packing list in English language. The storage classification shall be agreed with Owner/Consultant and indicated in the conditions of Purchase Order/Contract. A separate packing list in polythene/cellophane cover shall be affixed on to outside of each package.

13.0 DELIVERY AND DOCUMENTS

- 13.1 Delivery shall be made by the Supplier/ Contractor in accordance with the terms, specified by the Owner/Consultant and the Terms and Conditions of Purchase/Contract and the Equipment/Mandatory spares shall remain at the risk of the Supplier/ Contractor until delivery has been completed. Delivery period shall also cover "Supply of Commissioning and operational spares, tools and tackles". Thus the delay in a supply of the same shall attract price reduction stipulated in Article-23.
- 13.2 Dispatch shall be deemed to have been made when Inspector has cleared the Equipment/Mandatory spares for dispatch and Supplier/ Contractor has dispatched the same as per instructions contained in the order/Contract. Contractual delivery date shall be date of bill of lading or Railway Receipt or Lorry Receipt as per the case may be, unless otherwise agreed in the body of the Purchase Order/Contract. In the event of Purchase Order/Contract placed on FOR/FOT Site basis, date of receipt of materials at site will be the contractual date of delivery.
- 13.3 The delivery terms are binding and final, consequently, no delay is allowed without the written approval by Owner/ Consultant. Any request concerning delay, though submitted by registered letter, will be void unless accepted by Owner/ Consultant through a modification/ amendment to the Purchase Order/Contract. Request for extending delivery date should be made well before the due date of delivery.
- 13.4 Delivery time shall include time for submission of Drawings for approval, incorporation of comments, if any, and final approval of Drawings by Owner/Consultant.

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- 13.5 In the event of delay in supply of Equipment, Supplier/Contractor shall pay predetermined and mutually agreed damages as stipulated in Article 23.
- 13.6 If any part of Equipment delivered has no commercial use, the delivery of the Equipment shall be considered as delayed and Owner reserves the option to send back the Equipment so received to the Supplier/ Contractor in case the supply of balance items/ orders are delayed beyond stipulated delivery period.
- 13.7 In case of delayed delivery period (for reasons not attributable to the Owner) beyond the stipulated delivery even though formal extension of completion time is allowed by Owner/ Consultant, all extra costs on account of changes of statutory regulations/ acts or increase in price of any other account including price variation clause, if any, shall not apply to the Purchase Order/Contract Price and shall be borne by the Supplier/Contractor.
- 13.8 The Equipments will not be considered as delivered in accordance with the Purchase Order/Contract and may invite a possible application of penalty, if all the documents necessary for forwarding of the goods covered by Purchase Order/Contract as well as the required technical documentation and certificates as certified in the documentation delivery schedule attached to the technical Specifications have not been received by Owner/Consultant.
- 13.9 The additional copies of final Drawings and instructions will be included in the package of Equipment, properly enveloped and protected.
- 13.10 Special care shall be taken by the Supplier/ Contractor to furnish manufacture's test certificates, material of construction, make, type, pressure rating, wherever applicable, included in the scope of supply of the Equipment, before its shipment to enable Owner/ Consultant to obtain permission for import from directorate of Explosive or any concerned statutory authority in India.
- 13.11 Supplier shall submit a certificate of origin regarding the origin of Goods to the Purchaser as per Purchase Order, which shall be a signed statement of the Supplier with endorsement from trade association, Chamber of Commerce or similar recognised body.

14.0 **INSURANCE**

14.1 **Indian Bidder**



Inland Transit insurance with adequate coverage for transportation of equipment/materials to Plant Site(s) shall be taken by Contractor at it's own cost.

The Policy shall be taken in the joint name of CONTRACTOR and OWNER, with OWNER as primary beneficiary and CONTRACTOR as joint beneficiary.

14.2 **Foreign Bidder**

Ocean insurance with adequate coverage for transportation of equipment/materials upto Indian Port shall be taken by Contractor at it's own cost.

The Policy shall be taken in the joint name of CONTRACTOR and OWNER, with OWNER as primary beneficiary and CONTRACTOR as joint beneficiary.

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15.0 DISPATCH TRANSPORTATION & SHIPPING INSTRUCTIONS

- 15.1 Supplier/ Contractor shall arrange for dispatch of the Goods by sea/rail/road/air after proper packing and protection as per instructions given in the Purchase Order/Contract. All consignments shall be dispatched after inspection and issue of Acceptance Certificates unless otherwise agreed to in writing.
- 15.2 Part despatches of the Purchase Order/Contract shall not be resorted to unless otherwise agreed to in writing or provided in Purchase Order/Contract.
- 15.3 In case of Purchase Orders, placed outside India, on-deck shipment shall not be made without prior permission of Owner/Consultant.
- 15.4 Clean on board bill of lading (B/L) for all offshore supplies shall be drawn as under:
- For CIF Purchase order:
 Shipper - Supplier
 Consignee – HURL (OWNER)
 A/c. HURL's AMMONIA UREA PROJECT AT GORAKHPUR (U.P), SINDRI (Jharkhand) and BARAUNI (Bihar), INDIA

15.5 Assembly Marks & Name Plates

- 15.5.1 All components/parts of the Equipment, when dispatched in unassembled state, shall be adequately visible, indelibly hard marked with identification marks, comprising Equipment description and number, part number and Purchase Order/Contract number which shall also be shown on Drawings to facilitate speedy identification, assembling or dismantling.
- 15.5.2 Name Plates on each piece of Equipment indicating basic details, pressure rating wherever applicable, item (code) number of Equipment, electrical characteristics in case of electrical Equipment, name of instrument with tag no. Manufacturer's name shall be fixed at a proper place.
- 15.3 The CONTRACTOR shall also give all shipping information concerning the weight, size and content of each package including any other information the OWNER may require. The size of the largest packages shall be limited to following, being considered as over dimensional.



CONTRACTOR shall follow the guidelines of Ministry of Road Transport and Highways (MORTH), India, for the shipping/transportation of the all packages/ consignments. The CONTRACTOR shall be responsible to comply with rules relating to E-way Bills and other related provisions under the GST laws for movement of packages / Consignments.

15.4 Transfer of Title

15.4.1 Indian Supplier

Ownership of the Equipment under Supply shall be transferred to the Owner when the equipments are loaded on the mode of transport to be used to convey the materials from Vendor's/Contractor's Works to Plant Site(s) and upon endorsement of dispatch documents in favor of the Owner.

15.4.2 Foreign Supplier

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Ownership of the Equipment under Supply shall be transferred to the Owner when the equipments are loaded on ship and upon endorsement of shipment documents in favor of the Owner.

15.5 Shipping by Foreign Supplier (Shipping Arrangements and forwarding of documents)

15.5.1 In case of CIF order all shipping arrangements will be made by the Foreign Supplier through earliest available ship as per schedule depending on availability at the time of shipment.

15.5.2 Adequate notice of not less than six (6) weeks about the readiness of cargo for shipment should be given to forwarding agents from time to time for finalising the shipping arrangements.

15.5.5 The Supplier shall avoid the use of over aged Vessel more than 25 years old for the shipment of the Goods under the Purchase Order.



15.5.6 Shipment documents prepared by Supplier shall include inter alia all documents complete with the required details and conforming to the export regulations to allow the exportation of Goods by the shipping agent. Description of material on all documents must be uniform and must tally with description in Purchase Order. For arranging clearance of shipment at Indian Port, one set of shipping documents as under is to be despatched by International Courier Service to clearing agent by the supplier.

- i) 1/3 ORIGINAL BILL OF LADING (B/L)
- ii) 1 COPY OF NON-NEGOTIABLE B/L
- iii) 1 COPY OF PACKING LIST
- iv) COPY OF SIGNED INVOICE
- v) 1 COPY OF CERTIFICATE OF ORIGIN DULY ENDORSED BY TRADE ASSOCIATION/CHAMBER OF COMMERCE.
- vi) 1 COPY OF FAX/EMAIL SENT TO NOMINATED INSURANCE CO.
- vii) FREIGHT BILL, IF FREIGHT IS PAID BY SUPPLIER.
- viii) TEST CERTIFICATES
- ix) INSPECTOR'S RELEASE NOTE
- x) ONE COPY OF CATALOGUE/DRAWINGS HIGHLIGHTING THE EQUIPMENT DESPATCHED FOR IDENTIFICATION BY CUSTOMS AUTHORITIES.
- xi) GUARANTEE CERTIFICATE.

CLEARING AGENTS: (DETAILS SHALL BE FURNISHED IN PURCHASE ORDER)

15.5.7 For the purpose of ascertaining the availability of suitable Conference Line Vessels Supplier should give adequate notice about readiness of each consignment from time to time at least six (6) weeks in advance of the required position to the forwarding Agent and also endorse a copy thereof to Owner and Consultant.

15.5.8 To avoid delays in shipment Supplier may make his own arrangement of shipment if shipping arrangement is not advised by Freight Forwarding Agent Nominated by OWNER within the specified time or if the Vessel arranged is scheduled to arrive at the specified port of loading later than 15 days of the date of readiness of cargo.

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15.5.9 Other shipping documents shall be air mailed or sent through courier as per distribution indicated in the Purchase Order.

15.5.10 Despatch/shipment notice for insurance

- i) Supplier shall send e-mail intimations of despatches immediately after shipment indicating Purchase Order number, items despatched, quantity, value weight and carrier particulars directly to the address of insurance company as indicated in Purchase Order to be followed up by despatches of detailed documents as per Purchase Order a copy of such intimation shall also be given to commercial negotiating bank / for payment against Letter of Credit. Copies shall also be sent to Owner/Consultant.
- ii) Foreign Suppliers shall send details of shipment indicating name of Vessel, B/L no. and date, item, number of packages, gross weight and value to insurance company by e-mail immediately after shipment.



16.0 INCIDENTAL SERVICES

The conditions for Supplier's Supervision Services are annexed with the NIT.

17.0 SPARE PARTS, MAINTENANCE TOOLS, LUBRICANTS

17.1 As specified in the Purchase Order/Contract, the Supplier/ Contractor may be required to provide all or any of the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the Owner / Consultant may opt to purchase from the Supplier, provided that this option shall not relieve the Supplier/ Contractor of any warranty obligations under the Purchase Order/Contract, and
- b) All the spare parts for the Equipment under the Purchase Order/Contract will strictly conform to the Specifications and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Purchase Order/Contract and shall be fully interchangeable.
- c) The Supplier/ Contractor will provide the Owner with all the addresses and particulars of his Sub-contractors while placing the order on sub-vendors for items/components/equipment covered under the Purchase Order/Contract and will further ensure with his Subcontractors that the Owner, if so desired, will have the right to place order for spare parts directly on them on mutually agreed terms based on offers of such Suppliers.
- d) The Supplier/ Contractor shall guarantee the long terms availability of spare parts to the Owner for the full life of the equipment covered under the Purchase Order/Contract. The Supplier/ Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Purchase Order/Contract, he shall give the Owner at least 2 years advance notice, so that the latter may order his bulk requirement to spares, if he so desires. The same provision will also be applicable to Subcontractors. Further, in case of discontinuance of manufacture of any spares by the Supplier/ Contractor and/or his Subcontractors, Supplier/ Contractor will provide the Owner, two years in advance, with full manufacturing drawings, material specifications and technical information

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including information on alternative equivalent makes required by the Owner for the purpose of manufacture/procurement of such items.

- 17.2 Supplier/ Contractor shall supply complete item-wise list with value of each item of spare parts and of maintenance tools as per requirement under Technical Part of NIT.
- 17.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (patent or latent), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 17.4 Type and sizes of bearings shall be clearly indicated.
- 17.5 Spares parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 17.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Equipment shall be submitted to Owner/Consultant.



17.7 Lubricants

- 17.7.1 Wherever lubricants are required, Supplier/ Contractor shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for 1 year's continuous operation and the type of recommended lubricants indicating the commercial name (trade mark), quality and grade.
- 17.7.2 If Supplier/ Contractor is unable to recommend a specific oil, basic recommended characteristics of the lubricants shall be given.
- 17.7.3 Supplier/ Contractor shall indicate various equivalents of lubricants available in India.

18.0 WARRANTIES AND GUARANTEES

18.1 Materials and Workmanship Warranty

- 18.1.1 The Supplier/ Contractor shall fully warrant that the Goods supplied under the Purchase Order/Contract are new, unused, of the most recent or current models and do incorporate all recent improvements in design and materials, unless provided other wise in the Purchase Order/Contract. The Supplier/ Contractor shall further warrant that all Goods supplied under this Purchase Order/Contract shall be of first quality according to Specifications, have no defect (patent or latent) arising from design, materials or workmanship, or from any act or commission of the Supplier/ Contractor that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 18.1.2 This warranty shall be valid for 12 months from date of commissioning or 2000 hours of operation, whichever is earlier. Should any defects be noticed in the design, material and/or workmanship within this Warrantee Period, Owner/Consultant shall inform Supplier/ Contractor and Supplier/ Contractor shall immediately, on receipt of such intimation, depute their personnel within 7 days to investigate the causes of defects and arrange rectification/replacement/modification of the defective Equipment at site, without any cost to Owner/Consultant within a reasonable period. If the Supplier/ Contractor fails to take proper corrective action to repair/ replace defects satisfactorily, within a reasonable period, Owner/ Consultant shall be free to take such corrective action as may be deemed necessary at Supplier's risk and cost, after giving notice to the Supplier. The Consultant/ Owner shall promptly notify the Supplier/ Contractor in writing of any claims arising under this warranty.

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- 18.1.3 Damage to the machinery and/or equipment deriving from incomplete, erroneous instructions issued by Supplier/ Contractor will be considered Supplier's fault and will be treated according to the provisions of warranty clause.
- 18.1.4 In case defects are of such nature that Equipment shall have to be taken to Supplier's works for rectification, etc. Supplier/ Contractor shall take the Equipment at his cost after giving necessary undertaking or security as may be required by the Owner/ Consultant. Owner/ Consultant shall, if so required by the Supplier, dispatch the Equipment by quickest mode on Freight to Pay basis to the Supplier's works. After repairs Supplier/ Contractor shall deliver the Equipment at site on freight paid basis. All risks in transit to and fro shall be borne by the Supplier.
- 18.1.5 Equipment or part thereof so repaired or replaced shall have further warranty for a period of 12 months from the date of acceptance and the bank guarantee for performance shall be suitably extended. However, the extended Warrantee period shall in no case, exceed 24 Months from expiry of the Initial Warrantee Period.
- 18.1.6 If the repairs, replacement or modifications referred to are of such nature as may affect the efficiency of the Equipment, Owner/ Consultant shall have the right to give the Supplier/ Contractor notice in writing within one month of such replacement/ renewal, to carry out Tests as may be required for acceptance of the equipment.
- 18.1.7 If the Supplier/ Contractor fails to meet his obligation to repair or replace defective goods within a reasonable period of time, if Supplier/ Contractor refuses to carry out work under the guarantee clause and implied guarantee conditions, if danger is anticipated or in case of sever urgency, Owner/ Consultant shall be entitled to carry out, at Supplier's risk and costs, repair work or replacement deliveries or have it done by a third party. In case not all Goods have been delivered by Supplier, Owner is entitled to procure the remaining Goods at Supplier's risk and cost. This does not relieve Supplier/ Contractor of any of his guarantee obligations. Taxes and duties of any kind whatsoever imposed by the authorities of the country of Supplier/ Contractor or his Subcontractor, shall be borne by Supplier.

18.2 Load Data



- 18.2.1 Supplier/ Contractor shall be responsible for correctness of the load data furnished by Supplier/ Contractor for civil work and foundations.
- 18.2.2 In the event of notice of defects in the civil works, due to incorrect data furnished by the Supplier, the cost incurred for redoing, rectifying the civil work and foundations, shall be borne by the Supplier.

19.0 ASSIGNMENT

The Supplier/ Contractor shall not assign, either in whole or in part, his obligations to perform under this Purchase Order/Contract, except with the prior, written consent of the Owner/ Consultant.

20.0 SUBCONTRACT

- 20.1 The Supplier/ Contractor shall act as an independent Supplier/ Contractor and not as an agent or employee of Owner/ Consultant.

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- 20.2 The Supplier/ Contractor shall notify the Owner/ Consultant in writing of all Subcontracts awarded under the Purchase Order/Contracts. Such notification of award of Subcontract, if any, shall not relieve the Supplier/ Contractor from any liability or obligation under the Purchase Order/Contract.
- 20.3 Subcontracting shall not imply any limitation of Supplier's liability to fulfil the Purchase Order/Contract.
- 20.4 The Subcontract shall incorporate technical conditions and inspection requirements stipulated in the Purchase Order/Contract and any amendments and changes thereto.
- 20.5 Copies of Subcontract shall also be forwarded to Owner/ Consultant's Inspector.
- 20.6 If Subcontractor should appear unfit to carry out his part of the Purchase Order/Contract work or the progress of Subcontractor's work is such that the planned time of completion, within the terms of Purchase Order/Contract is jeopardized, Owner/ Consultant has the right to instruct Supplier, in writing, to terminate the Subcontract at short notice.
- 20.7 Supplier/ Contractor shall ensure that the subcontractor must comply with the provisions with respect to eligible goods and services indicated in the bidding documents.

21.0 JOINT AND SEVERAL RESPONSIBILITY

When the supply is a part of a group including parts supplied by others, Owner/ Consultant shall hold Supplier/ Contractor and the manufacturer (the manufacturer's name will be communicated separately) of the equipment to be coupled to the supply jointly and severally responsible for the perfect operation of the group, as concerns the technical and mechanical characteristics mentioned in the Specifications and with particular regard to the conditions of mechanical coupling, dynamic movement and starting movement. The Supplier/ Contractor shall, therefore, establish all suitable contacts with the manufacturer that Owner/ Consultant will indicate, ensuring the exchange of all data and information necessary for the perfect operation of the group.



22.0 DELAYS IN THE SUPPLIER'S PERFORMANCE

- 22.1 Delivery of the Goods and performance of services shall be made by the Supplier/ Contractor in accordance with the time schedule specified by the Consultant/ Owner in the Purchase Order/Contract.
- 22.2 An inexcusable delay by the Supplier/ Contractor in the performance of his delivery obligations shall render the Supplier/ Contractor liable to any or all of the following sanctions:

Imposition of pre-determined and mutually agreed damages, Forfeiture of his security cum performance guarantee and / or termination of the Purchase Order/Contract for default.

23.0 PRICE REDUCTION / MUTUALLY AGREED DAMAGES (MAD)

- 23.1 If for reasons not attributable to the Owner or for reasons other than conditions constituting Force Majeure as defined in Article-26.0, the supply of Equipment and/or materials is not completed in accordance with the provisions hereof, within and in accordance with the Delivery/Completion period as indicated in the terms and conditions of the Purchase Order/Contract, it is agreed that the Owner shall be entitled to recover and/or the Supplier/ Contractor shall pay to the Owner, without prejudice to

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any other right are remedy available to the Owner, the following amount as mutually agreed compensation;

- 23.2 A sum equivalent to 0.5% of the Purchase Order/Contract price for every complete week or part thereof, for delay in delivery, completion and handing over the Plant/ Equipment to the Owner by the supplier, subject to a maximum 5% of total Purchase Order /Contract Price;



Notwithstanding anything contained above, in the event of delay beyond 10 weeks in delivery/completion, the Owner reserves the right to Terminate the Contract as per the Provisions on Contract (refer Clause 25 below)

- 23.3 The amounts, as set in clauses 23.2 are agreed upon and fixed by the parties due to difficulties in ascertaining, on the date hereof, the exact amount that will be actually incurred by the Owner in such event, and parties hereby agreed that amount specified herein are a genuine pre-estimate made by the parties of the loss and damage which the Owner would have suffered and as by way of mutually determined reasonable compensation payable to the Owner and without the Owner required to established and prove the actual loss/ damage suffered by the Owner, not in the nature of penalty and shall be applicable regardless of the amount of such deduction in value actually sustained by the Owner.

24.0 REJECTIONS, REMOVAL OF REJECTED EQUIPMENT AND REPLACEMENTS

- 24.1 Preliminary inspection at Supplier's work by Inspector shall not prejudice Owner/ Consultant's claim for rejection of the Equipment on final inspection at site or claims under warranty provisions.
- 24.2 If the Equipment is not up to Specifications or fails to perform specified duties, or is otherwise unsatisfactory, the Owner/ Consultant shall be entitled to reject the Equipment / materials or part thereof and ask for free replacement within reasonable time, failing which he can obtain his requirements elsewhere at Supplier's risk and cost.
- 24.3 In the event of such rejection the Owner/ Consultant shall be entitled to the use of the Equipment in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain replacement.
- 24.4 Nothing in this article shall be deemed to deprive the Owner/ Consultant and /or affect any right under the Purchase Order/Contract which they may otherwise have in respect of such defects or deficiencies, or in any way relieve the Supplier/ Contractor of his obligations under the Purchase Order/Contract.
- 24.5 Equipment rejected by the Owner/ Consultant shall be removed by the Supplier/ Contractor at his cost within 14 days of notice after repaying the amounts received against the supply. The Owner shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever. After 14 days of receipt of rejection note by the supplier, if the material is not collected, ground rent will be deducted/collected @1% of the cost of the material.
- 24.6 In case of rejection of Equipment, Owner/ Consultant shall have the right to recover the amount paid, if any, from any of Supplier's invoices pending with Owner/ Consultant or by alternative method.

25.0 TERMINATION OF PURCHASE ORDER/CONTRACT

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25.1 Termination for Default by Contractor

25.1.1 The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Purchase Order/Contract in whole or in part:

- a) If the Supplier/ Contractor fails to deliver any or all of the Goods within the time period(s) specified in the Purchase Order/Contract
- b) If the Supplier/ Contractor fails to perform any other obligation(s) under the Purchase Order/Contract
- c) If the Supplier, in either of the above circumstance, does not rectify his failure within a period of 30 days (or such longer period as the Owner/Consultant may authorize in writing) after receipt of the default notice from the Owner/Consultant.

25.1.2 In the event of the Owner terminates the Purchase Order/Contract in whole or in part, pursuant to Para. 25.1.1, the Owner may procure, upon such terms and in such manner as is deemed appropriate, Goods similar to those undelivered and the Supplier/ Contractor shall be liable to the Owner for any excess costs for such similar Goods. However, the Supplier/ Contractor shall continue performance of the Purchase Order/Contract to the extent not terminated.

25.2 Termination for Insolvency



The Owner may at any time terminate the Purchase Order/Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier/ Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to the Owner.

25.3 Termination for Convenience

25.3.1 The Owner/ Consultant may, by written notice sent to the Supplier, terminate the Purchase Order/Contract, in whole or in part, at any time at his convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Purchase Order/Contract is terminated and the date upon which such termination becomes effective.



25.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by Owner at the Purchase Order/Contract terms and prices. For the remaining Goods, the Owner may opt :

- a) to have portion completed and delivered at the Purchase Order/Contract terms and prices, and / or
- b) to cancel the remainder and pay to the Supplier/ Contractor an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier/ Contractor in which event such Goods shall be the property of the Owner/ Consultant.

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26.0 FORCE MAJEURE

- 26.1 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 acts of God, severe earthquake, 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 14 consecutive calendar DAYS), lockouts (lasting more than 10 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority, provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the forgoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of FORCE MAJEURE, or (c) any delay, default or failure (direct or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUBCONTRACTOR/ Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUB-CONTRACTOR/VENDOR/ worker, constitute an event of force majeure.
- 26.2 If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by FORCE MAJEURE as defined above, the GUARANTEED COMPLETION DATE 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 and no longer duration than is reasonably necessitated by the Force Majeure act, circumstance or event , provided that on the occurrence of any such contingency, the CONTRACTOR immediately reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.
- 26.3 Deleted.
- 26.4 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.
- 26.5 CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.
- 26.6 No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter/ Email and subsequently supported it by documentary evidence.
- 26.7 Delay or non-performance by a Party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:

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(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. The non-performance of any obligation of either Party that was required to be performed prior to the occurrence of a Force Majeure shall not be excused as a result of such Force Majeure

26.8 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 one year 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 closure. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with OWNER; for instance CONTRACTOR shall have the right to demobilize CONTRACTOR's equipment and personnel from the PLANT.

27.0 RESOLUTION OF DISPUTES/ARBITRATION

27.1 The Owner and the Supplier/ Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Purchase Order/Contract.



27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Owner/ Consultant and the Supplier/ Contractor have been unable to resolve amicably a Purchase Order/Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder.

27.3 Legal Construction

Subject to Provision of article 27.4 the Purchase Order/Contract shall be, in all respects, construed and operated as an Indian Purchase Order/Contract and in accordance with Indian laws in force for the time being and is subject to the jurisdiction of the Delhi Court.

27.4 Arbitration

27.4.1 Except where otherwise provided in CONTRACT, all questions and disputes relating to CONTRACT, design, DRAWINGS, specifications, payments, instructions, orders or any other matter concerning WORK or the execution or failure to execute the same, whether arising during the progress of WORK or after completion or abandonment thereof or otherwise which cannot be settled amicably, shall be referred to arbitration. The arbitration shall be conducted under the rules and regulations of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto and shall take place in Delhi in accordance with Indian Law. The arbitration award given by the arbitrator shall be final and binding on both parties. Without prejudice to other provisions under above Act., it is agreed that there shall be a panel of arbitrators consisting of 3 members – one from each party and 3rd jointly nominated by these 2 selected arbitrators.

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27.4.2 Continuation of Work and payments during Arbitration

WORK shall be continued by CONTRACTOR during the arbitration proceedings unless the matter itself is the subject of Arbitration. Or unless the matter itself is such that WORK cannot practically be continued until the decision of the arbitrator is obtained and CONTRACTOR shall remain liable and bound in all respects under the Contract. Except as otherwise expressly provided in CONTRACT, no payment due and payable by OWNER shall be withheld on account of such arbitration proceedings unless it is the subject matter or one of the subject matters.

27.4.3 Arbitration [Applicable for Public Sector Unit]

In case the Contractor is an Indian Public Sector Enterprise/ Govt. Deptt. (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 Consultant shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Govt. of India.

28.0 GOVERNING LANGUAGE

The Purchase Order/Contract shall be written in the English language as specified by the Owner/ Consultant in the Instructions to Bidder. All literature, correspondence and other documents pertaining to the Purchase Order/Contract which are exchanged by the parties, shall be written in the English language. Printed literature in any other language shall only be considered if it is accompanied by an English translation. For all purpose English translation shall govern and be binding on all parties.

29.0 NOTICES



- 29.1 Any notice given by one party to the other pursuant to this Purchase Order/Contract shall be sent in writing or by e-mail/telegram/fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Purchase.
- 29.2 A notice shall be effective when delivered or on the effective date notified in such whichever is later.

30.0 TAXES AND DUTIES

- 30.1 A Supplier/ Contractor shall be entirely responsible for all taxes, stamp duties, Cess, Surcharge, license fees, and other such levies imposed outside the country of the Owner.
- 30.2 A Supplier/ Contractor shall be entirely responsible for all taxes, duties, cess, Surcharge, license fees, etc. (including GST under indirect transactions such as with sub-contractor, sub Supplier etc.) incurred until delivery of the contracted Goods to the Owner.
- 30.3 For avoidance of doubt, following are stated:
Contractor shall bear and pay all Taxes, duties, levies and charges assessed on the Contractor, it's sub-Contractors, or their employees by all municipal state or Central Govt. authorities in connection with the performance of Contract.

Owner shall reimburse to the Contractor only the GST charges in respect of direct transaction between the Owner and Contractor.

30.4 Income Tax in India:

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) International Competitive Bidding (ICB) TERMS & CONDITIONS OF CONTRACT	PNMM/EM250,251,270/E/034 Atch-II	00	 हिरण्यपुरा जलक पाव रासायन लिमिटेड HURL
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- 30.4.1 The "Supplier/Contractor" shall provide all information, documents etc. as may be required by the Owner/Consultant in connection with determination and discharge of income tax liabilities, if any, in respect of consideration for the supervisory services.
- 30.4.2 Contract price shall be inclusive of any and all Indian Income Tax payable in India. OWNER shall deduct Indian Income Tax as per rates prescribed for such contracts from time to time, from the payments due to CONTRACTOR and issue tax deducted at source certificate to CONTRACTOR. It is the responsibility of the CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to its income tax assessments and to keep the OWNER informed about their assessments.
- 30.4.3 Personal income tax payable, if any, in respect of salary and perquisites of CONTRACTOR's personnel / SUB-CONTRACTOR's personnel in India shall be payable by the individual so deputed by CONTRACTOR or SUB-CONTRACTOR. It is the responsibility of the individual or CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to income tax assessments of its personnel and to keep the OWNER informed about their assessments.

30.5 IMPORT DUTY/ CUSTOM DUTY

30.5.1 Direct supplies by foreign supplier



Consignee shall be OWNER, bill of entry shall be filed by OWNER, customs duty shall be paid by OWNER.

30.5.2 Imported supplies by Vendors as built in import content

The customs duty, if any, payable in India for imported Goods ordered by Supplier/Contractor, shall be considered as included under the Bid Price and Supplier/Contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage fees, unloading costs incurred in India in respect of any imported goods shall be to supplier's account.

31.0 STATUTORY VARIATION IN TAXES AND DUTIES

- 31.1 If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/revised price bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment. However, this is applicable within the GUARANTEED COMPLETION DATE only and shall not be reimbursed by OWNER during the delayed contractual project completion attributable to CONTRACTOR'S account.
- 31.2 If any existing taxes or duties are withdrawn or the rate is decreased after the date of submission of the bids / supplementary bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall receive the benefit of the reduced rate equivalent

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) International Competitive Bidding (ICB) TERMS & CONDITIONS OF CONTRACT	PNMM/EM250,251,270/E/034 Atch-II	00	 हिन्दुस्तान उर्वरक एवं रासायन लिमिटेड HURL
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to the amount of such taxes or duties. This is applicable within the GUARANTEED DELIVERY/COMPLETION DATE and also during the delayed contractual Project completion.

- 31.3 In case of delayed completion beyond the Contractual COMPLETION DATE even though extension of completion time is allowed by OWNER, for reasons solely attributable to Contractor, all extra costs on account of changes of statutory regulations/ acts, or increase in price on any other account including price variation clause, if any, shall not apply to the Contract price and shall be borne by the CONTRACTOR. However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER.

32.0 INDEMNIFICATION

Supplier/ Contractor does hereby agree to indemnity and hold harmless Owner/ Consultant from all claims, losses, demands, causes of action or law suits arising out of the services, labour, equipment and materials furnished by Supplier/ Contractor hereunder.

33.0 OVERALL CEILING ON TOTAL LIABILITY

- 33.1 The maximum overall liability under the CONTRACT shall be limited to 100% of Aggregate contract price excluding liabilities for indemnity towards patent infringement as per relevant Clauses of CONTRACT.

- 33.2 Notwithstanding anything contained elsewhere in CONTRACT or implied to the contrary:

- CONTRACTOR shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by OWNER in connection with or arising out of performance of WORK under CONTRACT.
- OWNER shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by CONTRACTOR in connection with or arising out of performance of WORK by CONTRACTOR under the CONTRACT.



34.0 PAYMENT TERMS AND INSTRUCTIONS FOR INVOICING

34.1 TERMS OF PAYMENT

There shall be separate contract for each project (i.e. Gorakhpur, Sindri and Barauni) and the payment shall be released project wise. The payment term for each contract shall be as under;

34.1.1. For supply of equipment/ materials/spare the payment terms are as detailed below:

I. ADVANCE PAYMENT

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CONTRACTOR shall be paid an **interest bearing*** an amount equal to 10% (Ten percent) of Total Ex-Works (here Ex-work means Bidder's works/ warehouse in India only) Price Component of Supply Contract Value / 10% (Ten percent) of Total FOB Price Component towards Advance Payment, subject to fulfillment of the following conditions:

**The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Advance) plus 2.0% per annum on reducing balance basis.*

- a. Acceptance of LOAI by the CONTRACTOR.
- b. Submission of Bank Guarantee (in the given format) by the CONTRACTOR for 110% of advance amount. The Bank Guarantee shall remain valid upto 90 days after date of completion of supplies with a provision to extend the validity in case of delay. The BG shall be reduced on semester basis proportionate to the value of receipt of Equipment/Materials at Site.

In case of default and encashment of Bank Guarantee for Advance Payment, Advance will be interest bearing (the interest rate shall be simple interest of SBI Base rate + 5.25%).
- c. Submission of SECURITY CUM PERFORMANCE BANK GUARANTEE(S) as stipulated in Clause 9.0 above. The Supplier/CONTRACTOR shall at the request of the OWNER extend the validity of the SECURITY CUM PERFORMANCE BANK GUARANTEE(S) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the SECURITY CUM PERFORMANCE BANK GUARANTEE.
- d. Submission and finalization of L2 network.

Note:

The advance paid to the Supplier/ CONTRACTOR shall be used only for execution of this PO/ CONTRACT and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that the said advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).



II. AGAINST SHIPMENT/ DESPATCH OF MATERIALS:

Indian Bidder: 60% (Sixty Percent) of Ex-Works Price Component will be released against Dispatch documents thru bank as mentioned at Clause 34.4 below.

Foreign Bidder: 60% (Sixty Percent) of Total FOB Price Component along with 100% Ocean freight & 100% Ocean Insurance against shipping documents (as mentioned at Clause 34.3 below) through irrevocable Letter of Credit.

Note:

- a. *The bank charges relating to such Letter of Credit outside India and subsequent amendment, if any, shall be to Bidder's/Supplier's account, while the charges payable to bankers in India shall be to Owner account. If the supplier wants confirmed Letter of Credit, the confirmation charges for the same will be to Supplier's account.*

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b. *Letter of Credit shall be opened after receipt of unconditional acceptance of Letter of Acceptance (LOA) along with submission of SECURITY CUM PERFORMANCE BANK GUARANTEE as per in Clause 9.0 above.*

II. Indian Bidder: 20% (Twenty Percent) of Total Ex-Works Price Component will be released against receipt of Equipment/ material/spares at Site & verification by Owner. Submission of documents as mentioned at Clause 34.3 below.

Foreign Bidder: 20% (Twenty Percent) of Total FOB Price Component will be released against receipt of Equipment/ material/spares at Site & verification by Owner. Submission of documents as mentioned at Clause 34.3 below.

III. Indian Bidder: 10% (Ten Percent) of Total Ex-Works Price Component will be released against successful commissioning & training and its acceptance by the OWNER.

Foreign Bidder: 10% (Ten Percent) of Total FOB Price Component payable under the Supply Contract will be released against successful commissioning & training and its acceptance by the OWNER.

34.1.2 **Payment for Inland Transportation and Insurance (Indian Bidder)**

100% Payment for transportation and Insurance charges shall be made within 15 days from the date of receipt of equipment/ material at Plant site(s) against submission of invoice duly supported by the documentary evidence including Certification by Engineer In charge.

34.1.3 **Payment of GST:** 100% GST amount shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the vendor (or non-auto- population of input tax credit on GSTIN portal), OWNER shall with hold the payment of GST.

34.2 **Invoicing**

Refer Annexure-1.14 of PART-I (Commercial) for General Guidelines for Goods & Service Tax (GST).



Invoicing shall be in compliance with the stipulations of the Purchase Order/Contract and the following instructions. Supplier/ Contractor is liable for all costs arising from non-compliance with the instructions.

Goods in invoice and dispatch documents shall match the description in Purchase Order/Contract.

The invoices shall be issued in the name of:

Mr.
 Designation:
 Phone

HURL
 PROJECT

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) International Competitive Bidding (ICB) TERMS & CONDITIONS OF CONTRACT	PNMM/EM250,251,270/E/034 Atch-II	00	 हिन्दुस्तान उर्वरक एवं रासायन लिमिटेड HURL
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The invoice shall contain the following information:

- i) Purchase Order/Contract No.
- ii) Item No. quantity and complete description
- iii) Item wise net price (unit and total) of the Equipment when applicable
- iv) Net amount payable by deducting possible advance payments already invoiced, if any, and the guarantee retention amount, if any, from the total value of the Equipment being invoiced.
- v) Statement that the Equipment is meant for :

M/s Hindustan Urvarak & Rasayan Limited (HURL)

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 India
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- vi) Marking, numbers and quantity of packages as well as contents of each package.
- vii) "Partial Shipment" or "Final Shipment"
- viii) Statement that the Equipment is exempted from certain specified duties and taxes in Supplier's country (in the case of Foreign Purchase Order/Contract).
- ix) Duties and taxes to be shown separately.

The country of origin is stated in the separate certificate of origin.
 The signed invoices, original and copy, shall be made on Supplier's letter head and shall be duly signed.

Invoices for progressive payments(s) shall state the information under (i), (ii) and (iii).
 Invoices for guarantee retention money shall state the information under (i) to (viii).



34.3 **Payment Documentation**

The following documents shall be presented by Supplier/ Contractor inline with the Payment Terms stipulated in the Purchase Order/Contract.

A. Shipment/ Despatch Documents

IMPORTED MATERIALS

- a) Signed invoice(s)
- b) 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies
- c) Certificate of country of origin issued by a competent authority

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- d) Packing list
- e) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- f) Third Party Inspection Release Note clearly indicating that equipment/ material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER
- g) Insurance Certificate

INDIGENOUS MATERIALS

- a) Signed Invoice(s)
- b) Packing list.
- c) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- d) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER.
- e) Railway Receipt/LR
- f) Insurance Certificate

B. Material receipt at site

- a) Signed Invoices.
- b) Photocopy of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate.
- c) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- d) Certificate of Verification and Good Condition after receipt of material at site by Owner**



35.0 SPECIFICATIONS

Supplier/ Contractor agrees that all equipment's and / or materials furnished will be in strict accordance with the Specification, provided however, that any apparent omission or error in the Specification will be met by the Supplier/ Contractor if such omission is necessary for the functioning of the Equipment or material to be supplied and that the Supplier, prior to proceeding with the work under Purchase Order/Contract, will call to the attention, of Owner/Consultant any such omission or error or ambiguity in the Specifications requiring clarification.

36.0 GENERAL

36.1 Deleted

- 36.2 HURL may withhold payments to such an extent as may be necessary to protect itself from loss on account of:
- a. Defective work not remedied.
 - b. Failure of the consultant to take payment properly to the sub-consultant / contractor or for materials or for labour.



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- 36.3 **Losses Due to Non-compliance of Instructions** Losses or damages occurring to the Owner/Consultant owing to Supplier's failure to adhere to any of the instruction given by the Engineer/Owner/Consultant in connection with the Purchase Order/Contract execution shall be recoverable from the Supplier.
- 36.4 **Training of Personnel**
The Supplier/ Contractor shall make necessary arrangements for the practical training of a reasonable number of technicians/engineers of the Owner/Consultant, if so desired by the Owner/Consultant, at their works or Subcontractor's works of manufacture in the operation and maintenance of the Equipment without any extra cost. The expenses of the trainees shall be borne by the Owner.
- 36.5 **Recovery of Sums Due**
All costs, damages or expenses which are Owner/ Consultant may have paid for which under the Purchase Order/Contract, Supplier/ Contractor is liable, may be recovered by the Owner (he is hereby irrevocably authorized to do so) from any money due or becoming due to the Supplier/ Contractor under this Purchase Order/Contract or other Purchase Order/Contracts and /or may be recovered by action at law or otherwise. If the sums due to the Supplier/ Contractor are not sufficient to recover the recoverable amount, the Supplier/ Contractor shall pay to the Owner on demand the balance amount.
- 36.6 **Payment etc. not to Affect Rights of the Owner/ Consultant**
No sum paid on account by the Owner nor any extension of the date for completion granted by the Owner/ Consultant shall effect or prejudice the rights of the Owner against the Supplier/ Contractor or relieve the Supplier/ Contractor of his obligation for the due fulfillment of the Purchase Order/Contract.
- 36.7 **Cut off Dates**
No claims by Supplier/ Contractor on this Purchase Order/Contract shall be entertained by the Owner/ Consultant after 3 months after expiry of the performance guarantee.
- 36.8 **Paragraph Heading**
The paragraph heading in these conditions shall not affect the construction thereof.
- 36.9 **Entire Agreement**
All the terms and conditions of Purchase Order/Contract shall supercede any understanding, promise and presentation, warranty or conditions which conflicts with terms of Purchase Order/Contract. No waiver, alternation or modification of any provision here to shall be binding on either party unless approved in writing by the parties to Purchase Order/Contract.
- 36.10 **Acceptance**
With the acceptance of Purchase Order/Contract with all its terms and conditions Supplier/ Contractor waives and considers as void any and all of Supplier's general sales conditions.

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) SUPPLIER'S SERVICEMEN SUPERVISION CONDITIONS	PNMM/EM250,251, 270 /E/034 Attch-V	0	 HURL
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TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING & COMMISSIONING / TRAINING AT SITE.

1. Bidder shall include supervision charges for testing/commissioning & training which shall include To & fro air/ train fare and lodging, boarding, medical, local transport, all insurances including Bidder's personnel and third party insurance, all other incidental charges including all taxes & duties.
2. Working hours prevailing at site, normally 8 hours/day - Monday through Saturday and holidays as applicable to Purchaser's site personnel shall apply.
3. Owner shall obtain in a timely manner at its expenses all authorisations for visas and work permits necessary for foreign servicemen to render technical service.
4. The Supervisor shall follow site regulations established by Owner. Such site regulations shall include, but shall not be limited to, rules in respect of:
 - A] Security and Gate Control
 - B] Personal Safety and Safety of Works
 - C] Sanitation and Medical Care
 - D] Fire prevention and environment protection
 - E] Compliance with all other applicable laws and regulations

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) (ICB) Preamble to SCHEDULE OF PRICES (BoQ)	PNMM/EM250,251,2 70/E/034 Attch-IV	00	 हिन्दुस्तान उर्वरक एवं रासायन लिमिटेड HURL
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Preamble to SCHEDULE OF PRICES (BoQ)



Price Bid (BOQ) [in the form of excel sheet] as given in the Bidding Document must be downloaded and saved at bidders' local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the CPP portal only.

1. Bidders shall mandatorily fill the Price in excel BoQ only.
2. **Indian Bidder** shall fill the Prices in **BOQ1** only and not in **BOQ2**.
3. **Foreign Bidder** shall fill the Prices in **BOQ2** only and not in **BOQ1**.
4. Bidder shall quote the Price of Two year operational spares in BOQ1 and BOQ2 of excel sheet and the Break-up of the same shall also be provided in the other excel sheet of BoQ. In case the price quoted in BOQ1 and BOQ2 did not match with the break-up price quoted for Two year operational spares, then price quoted in BOQ1 and BOQ2 shall be considered in the evaluation.

Important Note

Indian bidder to note that while filling price in excel BOQ file, bidder to put "**0 (zero)**" in every line items of **BOQ2**, otherwise excel BOQ may not upload in the CPP portal.

Similarly, **Foreign bidder** to note that while filling price in excel BOQ file, bidder to put "**0 (zero)**" in every line items of **BOQ1**, otherwise excel BOQ may not upload in the CPP portal.

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) EXPERIENCE CRITERIA FOR PQ	PNMM/ EM250,251, 270 /E/034 Annx1.01	0	
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EXPERIENCE CRITERIA

Bidder shall furnish their Experience details with reference to the work, which pre-qualify them in line with Experience Criteria mentioned under [Clause 8.0](#) of “Instructions to Bidders”/ “Note” in Cover Letter



(MARK ✓ FOR APPLICABILITY IN BOX)

☐

1.0 EXPERIENCE AS CONTRACTOR

SL. NO.	DESCRIPTION	PROJECT – 1, 2 etc. (Separate sheets for each Project)
1.	Project name and description	
2.	(a) Awarded contract value (INR)	
	(b) Final executed contract value (INR)	
3.	Name of Owner	
	(a) Name and address of Owner's contact person	
	(b) Telephone and Fax No.	
	(c) Mobile No.	
	(d) Email No.	
4.	(a) Date / month / year of award / commencement of Project	
	(b) Date / month / year of Scheduled Completion of the Project.	
	(c) Date / month / year of Actual Completion of the Project.	
5.	Document Furnished	YES/NO
5.1	Copy of work order / Contract Agreement enclosed	Submitted / not submitted
5.2	Completion/Acceptance certificate is enclosed	Submitted / not submitted



Bidder hereby declares that the above filled in information are true to the best of it's knowledge and in case it is found incorrect, HURL/PDIL shall have the full right to reject the bid / terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

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Note :

1. Bidder shall furnish the experience details as above of Projects which they consider suitable for their pre-qualification. OWNER / CONSULTANT reserve the right not to evaluate any other Project details.
2. Bidder to note that this exhibit form shall be filled as per the Proformas as stated, along with wherever applicable, copies of work order and completion certificates.
3. **Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid.** It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

For and on behalf of :
 Stamp & Signature :
 Name :
 Designation :
 Date :

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) FINANCIAL CRITERIA FOR PQ	PNMM/ EM250,251, 270 /E /034 Annx1.02	0	
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FINANCIAL CRITERIA

- 1.0 ANNUAL TURNOVER :** In line with Financial Criteria mentioned under Clause 8.0 of "Instructions to Bidders"/ Note in 'Cover Letter'.

SL. No.	FINANCIAL YEAR	TURNOVER IN INR
1	FY: 2023-24 / YR.2023	
2	FY: 2022-23 / YR.2022	
3	FY: 2021-22 / YR.2021	

- 2.0 NET WORTH :** The net worth of the bidder shall be not be less than the paid up share capital as per audited financial statement for the Financial Year 2023-24 / YR. 2024

Description	FY Closing as on 31.03.2024 / 31.12.2023 Amount (INR)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	
5. Paid-up Share Capital	



Bidder hereby declares that the above filled in information are true to the best of it's knowledge and in case it is found incorrect, HURL/PDIL shall have the full right to reject the bid / terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Note:

- Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.
- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document.
- For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
- This certificate is to be submitted on the letter head of Chartered Accountant.

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Chartered Accountant]
Name:
Designation:
Seal:
Membership no.

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) TENDER ACCEPTANCE LETTER	PNMM/ EM250,251, 270 /E/034 Annx1.03	0	
		DOC. NO.	REV	
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TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,
.....
.....
.....

Sub: Acceptance of Terms & Conditions of Tender.

NIT No: _____

Name of Tender/Work :-

Dear Sir,

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

as per your advertisement, given in the above mentioned website(s).
- I / We hereby certify that I/ we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.
- The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- I / we hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
- In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,

Signature of Bidder with Seal :
Name :
Date :
Email Address :
Contact Number :

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) NO DEVIATION CERTIFICATE	PNMM/ EM250,251, 270 /E/034 Annx1.04	0	
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(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

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

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) CONTENT OF BID & CHEK LIST	PNMM/ EM250,251, 270 /E/034 Annx1.05	0	 हिन्दुस्तान उर्वरक एवं रासायन लिमिटेड HURL
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Bidder is requested to fill this check list and ensure that all details /documents have been furnished under relevant section as called for in the Bidding Document duly filled in, signed & stamped.

Please tick the box and ensure compliance:

SECTION-I : PRE-QUALIFICATION BID: Refer Clause 8.0 of Instructions to Bidders ”/ “Note in Cover Letter”

S.NO.	DESCRIPTION	SUBMITTED
i)	Pre Qualification Criteria in favour of Experience Criteria as per Annexure-1.01 along with Copies of LOI/LOA/Work order and Successful Completion certificate or any other relevant document viz invoice, repeat order, duly notarized along with the bid in support of prequalification requirement.	<input type="checkbox"/>
ii)	Pre Qualification Criteria in favour of Financial criteria as per Annexure-1.02 along with copies Annual audited Report for the last three financial years. Annual Reports shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public Accountant in the form of printed annual reports or similar document.	<input type="checkbox"/>



SECTION-II : TECHNICAL AND COMMERCIAL BID:

S.NO	DESCRIPTION	SUBMITTED
i.	Photocopy of Earnest money Deposit (EMD)/ documentary evidence in support of EMD exemption and Integrity Pact	<input type="checkbox"/>
ii.	Power of Attorney of Bid Signatory from the Competent Authority	<input type="checkbox"/>
iii.	Tender Acceptance Letter as per Annexure-1.03	<input type="checkbox"/>
iv.	No Deviation Certificate as per Annexure-1.04	<input type="checkbox"/>
v.	Contents of Bid and Check List as per Annexure-1.05	<input type="checkbox"/>
vi.	Declaration of Black Listed as per Annexure-1.09	<input type="checkbox"/>
vii.	Master Index and copies of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid as per Annexure-1.11.	<input type="checkbox"/>
viii.	EFT Details as per Annexure-1.13	<input type="checkbox"/>
ix.	Annexure-1.15 – Deleted	<input type="checkbox"/>
x.	Bidder not under Liquidation, Court Receivership or Similar Proceedings as per Annexure-1.16	<input type="checkbox"/>
xi.	Declaration towards “Local Content” as per PUBLIC PROCUREMENT ORDER (Preference to Make in India) as per Form-A, as per Annexure-1.17.	<input type="checkbox"/>

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) CONTENT OF BID & CHEK LIST	PNMM/ EM250,251, 270 /E/034 Annx1.05	0	 हिन्दुस्तान उर्वरक लि. रासायन लिमिटेड HURL
		DOC. NO.	REV.	
		Page 2 of 2		

S.NO	DESCRIPTION	SUBMITTED
xii.	Fraud Prevention Policy of HURL as applicable as per Annexure-1.19.	<input type="checkbox"/>
xiii.	Declaration regarding Provision for procurement from a bidder which shares a land border with India as per, Form-I and/or Form-II, as per Annexure-1.20.	<input type="checkbox"/>
xiv.	Price confirmation copy - Bidder shall submit signed and stamped UNPRICED COPY of the Price Bid i.e. Bill of Quantities (BoQ) indicating "QUOTED" against the quoted rates [Bidder shall take a print out of the excel sheet(s) of BoQ and write "QUOTED" in place of quoted rate]. The scan of this unpriced copy is to be submitted along with Unpriced Techno-Commercial Bid.	<input type="checkbox"/>
xv.	Any other information required in the Bidding Documents or considered relevant by the Bidder.	<input type="checkbox"/>

For and on behalf of :
 Stamp & Signature :
 Name :
 Designation :
 Date :

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT(EMD) / BID SECURITY	PNMM/ EM250,251, 270 /E/034 Annx1.06	0	
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(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.
Date.....

To:
Hindustan Urvarak & Rasayan Limited,
Core-4, 9th Floor, Scope Minar,
Laxmi Nagar District Centre,
New Delhi, India- 110092

Dear Sirs,

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

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

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

This Guarantee shall be irrevocable and shall remain valid upto(@)..... 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. In witness where of the Bank, through its authorised officer, has
set its hand and stamp on this.....day
of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Date.....

NOTE :

- (*) The amount shall be as specified in Letter Inviting Bid.
(**) This shall be the date of opening of Technical and Commercial bids.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be three (3) months beyond bid valid.
- The Stamp Paper of appropriate value shall be purchased in the name of Bidder / Bank issuing the guarantee.

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) PROFORMA OF SECURITY CUM PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT	PNMM/ EM250,251, 270 /E/034 Annx1.07	0	
		DOC. NO.	REV.	
		Page 1 of 2		

(This guarantee should be executed on non-judicial stamp paper of appropriate value)

Bank Guarantee No.....

Date.....

To,

Hindustan Urvarak & Rasayan Limited,
Core-4, 9th Floor, Scope Minar,
Laxmi Nagar District Centre,
New Delhi, India- 110092

Dear Sir,

In Consideration of **Hindustan Urvarak & Rasayan Limited**, having its Registered Office at Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, New Delhi, India- 110092 (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.** _____ with its registered / Head Office at _____ (hereinafter referred to as the '**Contractor**' 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 Letter of Intent No. _____ dated _____ and the same having been unequivocally accepted by the Contractor, resulting in a contract _____ (*name of contract*) _____ and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____ (%) _____ per cent) of the said value of the Contract to the Owner.

We _____ (*name and address of 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 Contractor to the extent of _____ as aforesaid at anytime upto _____ (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor 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 continue to be enforceable till the Owner discharge this guarantee.

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 Contractor. 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 Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) PROFORMA OF SECURITY CUM PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT	PNMM/ EM250,251, 270 /E/034 Annx1.07	0	
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covenants, contained or implied, in the contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The bank shall not be released to 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 of omission or commission on the part of the Owner or any other indulgences 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 Contractor and notwithstanding any security or other guarantee the Owner may have in relation on to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force upto till _____. Unless a demand or claim under this performance bond is filed against us within six months from the expiry date of this Guarantee, i.e. on or before _____ all the rights under this performance bond shall be forfeited and we shall be relieved and discharged from all liability there under.

IN WITNESS, the Principal and surety have executed this performance bond and have affixed their seals on the date set forth.

Dated this _____ day of _____ 200 ____ at _____.

WITNESS :

.....
(Signature)

.....
(Name)

.....
(Official Address)



(Signature).....

(Name).....

(Designation with
Bank Stamp)

Attorney as per Power
of Attorney No.....
Dated.....

Bank Guarantee No.....
Date.....

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) BANK GUARANTEE FOR ADVANCE/ PROGRESS PAYMENT	PNMM/ EM250,251, 270 /E/034 Annx1.08	0	
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(To be stamped in accordance with Stamp Act if any, of the Country of the issuing Bank)

Bank Guarantee No.....
Date.....

To,
Hindustan Urvarak & Rasayan Limited,
 Core-4, 9th Floor, Scope Minar,
 Laxmi Nagar District Centre,
 New Delhi, India- 110092

Dear Sir,

In consideration of[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.....[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' 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 Letter of Award No. dated and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No. dated..... valued at for[Name of Contract](hereinafter called the 'Contract') and the Owner having agreed to make an advance ('said Advance') to the Contractor amounting to (in words and figures).... in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We.....[Name and 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, immediately on demand any or, all monies payable by the Contractor to the extent of[110% of advance amount]..... as aforesaid without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding as to the amount claimed by the Owner under this guarantee notwithstanding any difference between the Owner and the Contractor 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 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 vary the advance or to extend the time for performance of the Contract by the Contractor. 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 Contractor, 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 Contractor 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.

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) BANK GUARANTEE FOR ADVANCE/ PROGRESS PAYMENT	PNMM/ EM250,251, 270 /E/034 Annx1.08	0	
		DOC. NO.	REV.	
		Page 2 of 2		

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 Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to[110% of advance amount]..... 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..... [Contractor's Name]..... on whose behalf this guarantee has been given.

Dated this day of 201 at

WITNESS :

.....
(Signature).....

(Signature)

.....
(Name)

(Name).....



.....
(Official Address)
Stamp)

(Designation with Bank

Attorney as per Power
of Attorney No.....
Dated.....

Notes :

1. (*) This shall be as per the ITB document.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) PROFORMA FOR BLACK-LISTED	PNMM/ EM250,251, 270 /E/034 Annx1.09	0	
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(Self Declaration on Bidder's Letter Head as per below proforma)

DECLARATION

To ,

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

NIT NO. : _____

SUBJECT: _____

Sir ,



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

Signature

Name :

Designation :

Seal of the Bidder:

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) FORMAT OF CONTRACT AGREEMENT	PNMM/ EM250,251, 270 /E/034 Annx1.10	0	
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FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

(1) *[Name of Owner]*, a corporation incorporated under the laws of India 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 India 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 term 'CONTRACT DOCUMENTS' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:

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



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

1.2 Order of Precedence

In the event of any ambiguity or conflict between the CONTRACT DOCUMENTS listed above, the order of precedence shall be the order in which the CONTRACT DOCUMENTS are listed in Clause 1.1 above.

1.3 Definitions

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

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ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 Contract Price

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

2.2 Payment Terms

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE



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

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

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

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

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT



dated the _____ day of _____, 20_____

BETWEEN

[“the Owner”]

and

[“the Contractor”]

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) DECLARATION BY BIDDER REGARDING BIDDING DOCUMENT	PNMM/ EM250,251, 270 /E/034 Annx1.11	0	
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SUBJECT: TENDER DOCUMENT FOR _____

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents, NIT NO: _____ DATED _____ (including but not limited to) the Commercial & Technical Requirements/ Specifications in **Part-I : Commercial and Part-II : Technical** of the Bidding documents and amendments, if any, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting a copy of complete set of Bidding Documents, **Part-I : Commercial and Part-II : Technical and Amendments**, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. Further we undertake that in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement.



For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

 पी डी आई एल PDIL	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) FORMAT FOR INTEGRITY PACT	PNMM/ EM250,251, 270 /E/034 Annx1.12	0	 हिन्दुस्तान उर्वरक एवं रासायन लिमिटेड HURL
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INTEGRITY PACT
BETWEEN
HINDUSTAN URVARAK & RASAYAN LTD.
(HEREINAFTER REFERRED TO AS "THE OWNER")
AND
..... (HEREINAFTER REFERRED TO
AS "THE BIDDER/CONTRACTOR")



PREAMBLE

The Owner invites the bids from all eligible bidders and intends to enter into contracts for Project / Work _____, with the successful bidder(s), as per organizational systems and procedures. The Owner values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Owner will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

Section 1: Commitments of the Owner

1. The Owner Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the Owner, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The Owner shall, during the bidding process treat all Bidders with equity and reason. The Owner will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process the contract execution.
 - c) The Owner will exclude from the process all known prejudiced persons.

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- If the Owner 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 Owner will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2: Commitments and Undertakings by the Bidder/Contractor

- The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Owner associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - The Bidder/Contractor undertakes not to commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - The Bidder/ Contractor will, when presenting his bid undertakes, to 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.
- 2 The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from Bidding 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 any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Owner shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
- If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Owner shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Owner taking into consideration the full facts and circumstances of each case particularly taking into account the number of

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transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

3. A transgression is considered to have occurred if the Owner after due consideration of the available evidence concludes that no reasonable doubt is possible
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Owner's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Owner, the exclusion of Bidder/ Contractor could be revoked by the Owner if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4: Compensation for Damages including Forfeiture of Earnest Money Deposit /Security Deposit / Performance & Advance Bank Guarantees


1. If the Owner has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Owner shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Owner shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5: Previous Transgressions

1. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.



Section 6: Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

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Section 7: Independent External Monitors

1. The Owner will appoint competent and credible Independent External Monitor for this Pact. 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.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CHAIRMAN, HURL or a person authorized by him.
3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentations of the Owner including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
4. The Owner will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Owner and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Owner (CHAIRMAN, HURL or a person authorized by him) and request to discontinue or to take corrective action, or to take 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. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Owner
6. The Monitor will submit a written report to CHAIRMAN, HURL or a person authorized by him within 8-10 weeks from the date of reference or intimation to him by the Owner and, should the occasion arise, submit proposals for correcting problematic situations.
7. The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors of HURL Board.
8. If the Monitor has reported to CHAIRMAN, HURL or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within 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, Government of India.
9. The word "Monitor" will include Singular or Plural.

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Section 8: Pact Duration

1. This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

Section-9: Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

The Parties hereby sign this Integrity Pact aton this day of.....20....

Owner

Bidder/ Contractor

Witness

1. _____

2. _____

Date :


(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) FORMAT FOR EFT DETAILS	PNMM/ EM250,251, 270 /E/034 Annx1.13	0	
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FORMAT FOR EFT DETAILS

I/ WE hereby agree to receive the payment against our bills raised to M/s Hindustan Urvarak & Rasayan Ltd. directly in our bank account as per details given below through Electronic Fund Transfer Mechanism. Necessary details are given as below:

- 1 Name, Branch and address of Payee's bank : _____
- 2 Title of the account : _____
- 3 Account number : _____
- 4 Nature of the Account : _____
- 5 Branch MICR code number : _____
- [Enclose photocopy of cancelled cheque] : _____
- 6 Permanent Account Number : _____
- [PAN] of the Payee : _____
- 7 IFSC Code : _____

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

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GENERAL GUIDELINES FOR GOODS & SERVICE TAX (GST)

- 1.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** is applicable.
- 1.2 Quoted prices should be inclusive of all taxes and duties, except **GST**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor/Supplier/Service Provider of Goods / Services only. Contractor/Supplier/Service Provider of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per prevailing rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor/Supplier/Service Provider of Goods / Services (Service Provider) with requisite details.
- 1.3 Payments to Contractor/Supplier/Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from Owner.
- 1.4 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of OWNER that the Contractor/Supplier/Service Provider of Goods / Services has not remitted the amount towards **GST** collected from OWNER to the government exchequer, then, that Contractor/Supplier/Service Provider of Goods / Services shall be put under Holiday list of OWNER for period of six months.
- 1.5 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Contractor/Supplier/Service Provider of Goods / Services shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 1.6 In case contract completion is delayed for the reasons not attributable to OWNER, then any increase in the rate of **GST beyond** the contractual delivery period shall be to Contractor/Supplier/Service Provider's account whereas any decrease in the rate **GST** shall be passed on to the Owner.
- 1.7 In case contract completion is delayed for the reasons attributable to OWNER then any increase in the rate of **GST beyond** the contractual delivery period shall be to OWNER's account whereas any decrease in the rate **GST** shall also be passed on to the Owner.
- 1.8 Claim for payment of Statutory variation of **GST**, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Due Date.
- 1.9 Where OWNER has the obligation to discharge **GST** liability under reverse charge mechanism and OWNER has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OWNER or ITC with respect to such payments is not available to OWNER for any reason which is not attributable to OWNER, then OWNER shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OWNER to Contractor / Supplier.
- 1.10 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of **GST** with all required supporting document(s) within a period specified in Contracts/ LOA to enable



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OWNER to avail input tax credit. Further, returns and details required to be filled under **GST** laws & rules should be timely filed by supplier with requisite details.



If input tax credit with respect to **GST** is not available to OWNER for any reason attributable to Contractor/Supplier/Service Provider which is not attributable to OWNER, then OWNER shall not be obligated or liable to pay or reimburse **GST** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST** thereupon together with all penalties and interest if any, against any amounts paid or payable by OWNER to Supplier of Goods / Services.

1.0 ANTI-PROFITEERING CLAUSE

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer (OWNER in this case) by way of commensurate reduction in prices. The Contractor/Supplier/Service Provider of Goods / Services may note the above and quote their prices accordingly.

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DELETED

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) (ICB) FORMAT FOR BIDDER NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS	PNMM/ EM250,251, 270 /E/034 Annx1.16	0	
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(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To ,

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

NIT NO. : _____

SUBJECT : TENDER DOCUMENT FOR _____

Sir ,

We hereby declare that M/sis not under liquidation, court receivership or similar proceedings as on date.

Signature

Name :

Designation :

Seal of the Bidder.

	HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/ EM250,251, 270 /E/034 Annx1.17 DOC. NO. Page 1 of 11	0 REV.	
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No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
 Government of India
 Ministry of Commerce and Industry
 Department for Promotion of Industry and Internal Trade
 (Public Procurement Section)

Vanijya Bhawan, New Delhi
 Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

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- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

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'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

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above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least

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50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for



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display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

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- i below.
- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/



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brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

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procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- reduce the minimum local content below the prescribed level; or
- reduce the margin of purchase preference below 20%; or
- exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

- Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
- Standing Committee:** A standing committee is hereby constituted with the following membership:
 Secretary, Department for Promotion of Industry and Internal Trade - Chairman
 Secretary, Commerce—Member
 Secretary, Ministry of Electronics and Information Technology—Member Joint
 Secretary (Public Procurement), Department of Expenditure—Member Joint
 Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.


- Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

Handwritten signature

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g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.


 19/12/24
 (Himani Pande)
 Additional Secretary to the Government of India
 Tel: 011-23038888
 E-mail: ashp.dpiit@gov.in

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(DECLARATION REGARDING LOCAL CONTENT)

FORM - A

To,
M/s Hindustan Urvarak & Rasayan Ltd.

SUB:

NIT No:

Dear Sir

We, M/s_____ (**Name of Bidder**)_____ furnishing below the information for claiming our eligibility for Purchase Preference to be accorded by the Owner in term of Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of GOI, issued by DIPP of Ministry of Commerce and Industry, as revised from time to time:

- (A) We confirm/certify that the item/s offered under this tender contains '**Local Content**' not less than_____ % of the total quoted price (excluding GST).
- (B) The **details of the location** at which the local value addition is made as follows:



Sl.	Item Description	Detailed address of the Location(s) where the local value addition is made
1		
2		
3		
4		

Place: [Signature of Authorized Signatory of Bidder / statutory auditor /cost auditor / cost accountant / chartered accountant]

Date: **Name:**
Designation:
Seal:
Membership No.
UDIN No.

Note:

- 1) In case the total quoted price (excluding GST) **is less than Rs 10 crore**, the bidder is required to provide self-certification regarding their above certification.
- 2) In case the total quoted price (excluding GST) **is more than Rs 10 crore**, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies) regarding their above certification.

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LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE

SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES



1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. Bhartiya Mahila Bank

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)



1. Catholic Syrian Bank

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2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. Ratnakar Bank Ltd
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. YES Bank Ltd
21. IDFC Bank Limited.

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)



1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd
12. HSBC Bank Oman S.A.O.G.

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13. Societe Generale
14. Sonali Bank Ltd.
15. Standard Chartered Bank
16. J.P. Morgan Chase Bank, National Association
17. State Bank of Mauritius Ltd.
18. DBS Bank Ltd.
19. Bank of Ceylon
20. Bank Internasional Indonesia
21. A B Bank
22. Shinhan Bank.
23. CTBC Bank Co. Ltd.
24. Mizuho Bank Ltd
25. Krung Thai Bank Public Company Ltd.
26. Antwerp Diamond Bank N.V.
27. The Bank of Tokyo-Mitsubishi UFJ Limited.
28. Austalia & Newzealand Banking Group Limited
29. Sumitomo Mitsui Banking Corporation
30. American Express Banking Corporation
31. Common Wealth Bank of Australia
32. Credit Suisse A.G.
33. First Rand Bank Ltd.
34. Industrial & Commercial Bank of China Ltd.
35. JSC VTB Bank
36. National Australia Bank
37. Rabobank International
38. Sberbank
39. UBS AG
40. United Overseas Bank Ltd.
41. Westpac Banking Corporation
42. Woori Bank
43. The Royal Bank of Scotland N.V.
44. Doha Bank Qsc

E. OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd

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(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)

NIT No.: **Item:**.....

Bidder's Name:.....

Dear Sirs,

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.



For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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Annexure-I



CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or



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- 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

5. "Beneficial owner" for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association 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;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the 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.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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Note:

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. "Specified Transfer of Technology" means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.



9. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.



10. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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11. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting]

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Form-I-A

UNDERTAKING ON LETTERHEAD

To,

M/s HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

SUB:

TENDER NO:

Dear Sir



We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is:

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓) above).

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

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Form-I-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,

M/s HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder having Transfer of Technology (ToT) arrangement which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is :

- (i) Does not have ToT with such a country []
- (ii) If having ToT from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓) above).

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:



[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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Form-II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,

M/s HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (*Name of Bidder*) is:

(i) not from such a country []

(ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓) above).

We further certify that bidder M/s_____ (*Name of Bidder*) 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 bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered.



Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

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Seal:

Schedule I



List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting / Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/transmission/ distribution/pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

 <div>पी डी आई एल PDIL</div>	<div>HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)</div> <div>PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA</div>	PNMM/ EM250,251, 270 /E/034 Annx1.20	1	
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Schedule III

List of Sensitive Technologies:



Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

Part-II: TECHNICAL

<div><div><div>पी डी आई एल</div><div>PDIL</div></div><div><div>प्रीति</div><div>प्रीति</div></div></div>	PROJECTS & DEVELOPMENT INDIA LTD.	EM250/EM251/EM270- TS-02	0	<div><div><div>प्रीति</div><div>प्रीति</div></div><div><div>प्रीति</div><div>प्रीति</div></div></div> <div><div>प्रीति</div><div>प्रीति</div></div> <div><div>प्रीति</div><div>प्रीति</div></div>
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TECHNICAL SPECIFICATION
FOR
SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL
DRIVEN, MULTI-AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT
CAPACITY WITH ITS ACCESSORIES
FOR
HURL GORAKHPUR, SINDRI & BARAUNI

0	28.05.25	28.05.25	ISSUED FOR ENQUIRY	JKY	DILIP	RRK
REV	REV,DATE	EFF,DATE	PURPOSE	PREPD	REVWD	APPD

	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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1.0 INTRODUCTION:

Government of India has formed a joint venture company of M/s NTPC Ltd., M/s Coal India Limited (CIL) ,M/s Indian Oil Corporation & FCIL/HFCL by name M/s Hindustan Urvarak & Rasayan Ltd. (HURL) here in after also referred to as “OWNER”, for setting up a brown field Ammonia Urea Complex along with its associated offsite & utility facilities at existing fertilizer complex of FCIL, Gorakhpur, in the State of Uttar Pradesh, Barauni in the state of Bihar & Sindri in the state of Jharkhand.

HURL/PDIL intends to procure Three Nos (03).Supply of Tyre Mounted Tele-Scopic Hydraulic Diesel driven, multi-axle, All Terrain mobile Crane of **150 MT to160 Metric Ton capacity** with its accessories at HURL’S Gorakhpur, Barauni & Sindri sites. **For attending various maintenance and project related rigging jobs with improved reliability & safety.**

PLANT LOCATION:



The Gorakhpur Fertilizer Factory is located at a site about 12 Km north from Gorakhpur town in eastern part of Uttar Pradesh. It has excellent connectivity by road, rail & by Air. The nearest railway station is situated at a distance of about 6 Km from plant site & Gorakhpur Airport is situated at a distance of about 16 Km from plant site. And has flights to and from Delhi via Lucknow and from Kolkata via Patna.

Barauni unit of Hindustan Fertilizer Corporation Ltd. (HFCL) having Ammonia Urea Plants along with all associated facilities and township is located in the Begusarai, district of Bihar. Broad gauge Railway Station (Barauni) is at a distance of 0.8 km from the plant site. The Barauni Refinery of IOCL lies adjacent to the fertilizer plant. The plant is well connected by rail and road. National Highways No. 31 passes nearby. The nearest airport is at Patna about 100 km from Barauni.

The existing Sindri unit of FCIL is located in the district of Dhanbad in the state of Jharkhand. Sindri is well connected with major cities by rail/road. Dhanbad district head quarter is about 26 KM from Sindri and in an important division head quarter of East Central Railway. The historical Grand Trunk Road and National Highway NH-02 connecting Kolkata and Delhi pass only about 25KM from Sindri Factory area.

2.0 SCOPE OF SUPPLY:

- 2.1 Supply of **Three No’s (03)** Supply of Tyre Mounted Tele-Scopic Hydraulic Diesel driven, multi-axle, All Terrain mobile Crane of **150 MT to160 Metric Ton capacity** with its accessories at HURL’S Gorakhpur, Barauni & Sindri sites as per the detail specification mentioned in **Annexure-I**

 <div>पी डी आई एल PDIL</div>	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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The main features of the crane proposed as above are as under:-

- Capacity (Range) : 150-160 MT
- Boom Type : Tele-Scopic
- Boom Length (Minimum) : 60Mtr. + 17.8-20Mtr jib assembly
- Controls : Fully hydraulic control

- 2.2 Supply of accessories and two years operational spares, essential for normal & trouble-free operation of the above crane beyond warranty period.
- 2.3 Supply of TWO sets of operation, maintenance and spare part catalogues for the subject crane.
- 2.4 Supply of special tools & tackles essential for unloading / assembly / erection and commissioning of the above crane.

3.0 SPECIAL TERMS & CONDDITIONS:

- 3.1 Bidder's offer shall include Leaflet for make & model offered with complete Load chart, speed, dimension configurations etc. in their Technical and Un-priced commercial bid. All charts should be in Metric system only.
- 3.2 Bidder shall give an undertaking that the crane offered is wholly a Brand New / First hand product and latest model in their Technical and un-priced commercial bid. In this regard, the successful bidder shall have to furnish NEWNESS certificate for the equipment supplied at the time of order acceptance.
- 3.3 Bidder shall confirm that spares & service support shall be provided for the specific crane for a minimum period of 15 years from the date of commissioning.
- 3.4 Service support of the equipment after purchase is of utmost concern. Bidder shall elaborate regarding the service network and spare parts availability, which is required mandatory to maintain the equipment after initial commissioning and completion of the warranty period. In case service / spare part facilities are not available in INDIA, bidder shall indicate the maximum possible time required for such services available from the places outside INDIA.
- 3.5 The equipment and its sub-assemblies should be suitable for operation in Indian climatic conditions such as saline atmosphere, ambient temp. of 50 degree C. The electrical and control should be tropical to withstand such climatic conditions.

 <div>पी डी आई एल PDIL</div>	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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- 3.6 Bidder shall provide list of accessories and recommended spares for two years normal operation of the crane, beyond warranty period.
- 3.7 Bidder shall provide the requisite tool and tackles at bidder's cost for unloading / assembly / erection and commissioning of the crane.
- 3.8 If bidder has more than one model with respect to required capacity range, bidder should quote separately for each model.

4.0 INSPECTION:

Bidder shall submit ITP for review and approval by PDIL/HURL. The crane shall be Inspected by the PDIL/HURL engineers at manufacturer's works and also at HURL site as per Indian/International Standard. The bidder shall also offer Load test / over load test of the crane at manufacturer's works, which should be in metric system. The bidder shall submit all the certificate including load test certificate conforming to the standard.

5.0 TRAINING:

The crane shall be put up into operation at HURL Gorakhpur, Barauni & Sindri sites after load test and acceptance test under expert supervision of party's competent Engineer. After completion of commissioning work, party's expert Engineer shall remain present at HURL sites for a period of minimum seven days for the load test and training of HURL operators and HURL engineers / Technicians on free of charge basis.

6.0 DELIVERY PERIOD: 06 Months from date of LOI. Part shipment and transportation shall not be allowed. Cranes shall be delivered at HURL plants located Gorakhpur, Sindri & Barauni sites.

6.a TRANSPORTATION:



Bidder to arrange suitable transportation for the Cranes from their works / Port to HURL'S sites on freight paid basis. Transit insurance to be arranged by the bidder.

7.0 GURANTEE:

The bidder shall guarantee for the satisfactory performance of the main equipment for a period of 12 months from the date of commissioning or 2000 hours of operation, whichever is earlier.



8.0 BASIS OF QUOTATION:

Bidder to submit their offer on two stage bidding system as follows;

 <div>पी डी आई एल PDIL</div>	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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- 8.1 **Technical & un-priced commercial bid:** In this bid, the vendor shall furnish the followings;
- 8.1.1 Acceptance of specification, terms & conditions specified in this TS & Annexure-I, with deviations, if any.
- 8.1.2 Leaflet for make and model offered with complete Load chart in metric system, speed, dimensions configurations etc.
- 8.1.3 Undertaking that the crane offered is wholly a Brand new / First hand product and latest model.
- 8.1.4 Typical QAP (Quality Assurance Plan).
- 8.1.5 Details of Indian companies where supplies have been made by them for the similar type.
- 8.1.6 Bidder shall fill-up the technical data of the crane offered by them as per detail given in **Annexure – I (Data Sheet)**.
- 8.1.7 Any data/ details required from HURL/PDIL to undertake the supply & commissioning detailed in this Annexure.
- 8.1.8 **After sale Service:** After sale & service is to be provided after guarantee / warranty period.
- 8.1.9 **Priced commercial bid:**



After understanding the complete specifications outlined in this TS & Annexure-I (Data Sheet), the bidder shall quote their most competitive price as per the details given in Schedule of Rates as per commercial part.

	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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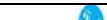

ANNEXURE – I (Data Sheet)

DATA SHEET & TECHNICAL SPECIFICATION FOR 150-160 MT TELE-SCOPIC BOOM All TERRAIN MOBILE CRANE:

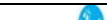

SR. NO.	PARAMETER	REQUIREMENT	VENDOR'S TECHNICAL OFFER
1.0	CRANE TYPE	<p>Supply of Tyre Mounted Tele-Scopic Hydraulic Diesel driven, multi-axle, All Terrain mobile Crane of 150 MT to 160 Metric Ton capacity with its accessories as per detailed specifications mentioned in this TS, Annexure-I & SOR.</p> <p>The main features of the crane are as under;</p> <ul style="list-style-type: none"> • Minimum capacity: 150MT at 3.0meter radius without any special attachments. • Boom type: Tele-Scopic with jib • Minimum boom length: 60mtr (Main boom) • Controls: Fully hydraulic (Mechanical not acceptable) <p>Crane Structure; Design and Construction of Crane shall be according to EN 13000 standard, with suitable factor of safety as per duty class.</p>	
2.0	CAPACITY	<p>Crane shall be between 150-160 Metric Ton. at basic boom & minimum radius (as mentioned above). Valid for 360 degree of swing.</p> <p>Bidder to specify length of basic boom & minimum radius for above configuration.</p>	

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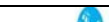

2.1	LENGTH OF FOLDABLE HYDRAULIC OFFSET JIB ATTACHMENT ASSEMBLY WITH MAIN BOOM	<p>There shall be one Foldable Hydraulic Off set Jib attachment assembly not less than 17.8 meters length permanently attached at top of main boom to extend main boom, along with its hydraulic actuator and sheaved head. Foldable Hydraulic Offset jib attachment assembly shall have provision of working at an offset angle of up to 40 degree.</p> <p>The Foldable Hydraulic Offset Jib Attachment assembly shall not travel separately.</p> <p>Bidders shall specify requirements of Foldable Hydraulic Offset Jib Attachment assembly, clearly in the bid</p>	
3.0	BOOM CONSTRUCTION/ MAIN TELESCOPIC BOOM SYSTEM	<p>Main Boom System shall be Hydraulically operated Telescopic boom extendable individually / synchronously with boom head designed to handle offered / requested hook block. Main Telescopic Boom System shall have one base section and required number of telescopic sections to make its full Boom Length.</p> <p>There shall be one set of folding jib attachment not less than 18 metres in length, which shall always be attached with main boom to extend.</p> <p>Lattice Main Boom crane is not acceptable.</p> <p>Bidders shall specify main Telescopic Boom system and confirm the requirement, in the bid.</p>	
4.0	MAXIMUM BOOM LENGTH	<p>Total length of boom including foldable Hydraulic Offset jib attachment shall not be less than 78 meters</p> <ul style="list-style-type: none"> Bidders shall specify Total Length of Boom including Foldable Hydraulic Offset Jib Attachment, clearly in the Bid Bidders shall specify length of Telescopic Main Boom clearly in the Bid. Auxiliary short jib (optional) 	
5.0	MAIN HOIST	Bidders shall indicate standard number of parts	

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	SYSTEM	(Falls) for maximum load lifting arrangement. Bidders shall specify Main Hoist System with operating speed; Line Pull, size and length of Rope and confirm the requirement, in the bid.	
5.1	AUXILIARY HOIST SYSTEM	The Crane shall be equipped with Auxiliary Hoist system along with Main Hoist, with standard attachment. Bidders shall specify Auxiliary Hoist system as standard attachment along with operating speed; Line pull; size and length of Rope and confirm the requirement, in the bid.	
6.0	HOOK BLOCK	Multi-sheave Hook Blocks shall be with rope guards and rotating hook switch sling catcher .Means shall be provided to secure the Hook with chassis to prevent swinging while travelling. Type of Hook Block and requirement shall be as follows: A:10 ±2 Ton capacity, Quantity: One number: B:90±10 Ton capacity Quantity: One number C:150±10 Ton capacity, Quantity: One number: Bidders shall specify type of Hook Blocks in the bid .	
7.0	SWING SYSTEM	An independent driven swing motor should achieve smooth swing with planetary reducer.	
8.0	MAIN & AUXILIARY WINCH	Bidder to specify the details	
9.0	ENGINE	9.1 The Crane engine shall be water-cooled diesel fueled engine. The Crane engine shall have all standard accessories such as fans, air cleaners, automatic dust ejectors, water pump, lubricating oil pump, speed governors, coolers, fuel pump, oil filter, air compressor, alternator, exhaust gas cleaner, silencer etc., as required. (Bidder to specify make of engine) 9.2 Power developed – Bidder to specify details	

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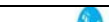

		9.3 Fuel tank capacity – Suitable to the model Emission Norms for Power pack of Crane Engine shall comply with at least BS-IV/URO-IV or higher emission norms. Bidders shall specify Emission norms for Power packs for Crane Engine in the bid.	
9.1	SPARK ARRESTOR	Exhaust systems of Crane engine shall be provided with PESO approved (Approved from Explosive authorities of India) or internationally equivalent standard Spark Arrestor. Bidders shall specify details of Spark Arrestor for Crane Power Pack, along with it's approval authority, in the bid.	
10.0	OVER ALL DIMENSIONS OF THE CRANE	10.1 Overall height : Bidder to specify (Low height preferable) 10.2 Overall width : Bidder to specify 10.3 Overall length: Bidder to specify 10.4 Overall Gantry height: Bidder to specify	
11.0	CONTROL	Bidder to specify	
12.0	HYDRAULIC SYSTEM	12.1 Main Pump – Bidder to specify 12.2 Max. pressure - Bidder to specify 12.3 Hydraulic Tank capacity - Bidder to specify 12.4 Hydraulic tool kit - Bidder to specify	
13.0	WHEEL & TYRES	Bidders shall confirm Size of Wheels and Tyres in the bid.	
13.1	OUTRIGGERS	4 (four) Nos. hydraulically operated outriggers for full capacity load lifting through 360 degree slew. Vertical and Horizontal operation of outrigger shall be fully automatic. Bidders shall specify all the features of outrigger system in the bid.	

 पी डी आई एल PDIL	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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14.0	REQUIREMENT OF SAFETY DEVICES	14.1 Boom over hoist auto stop device 14.2 Hook over hoist auto stop device 14.3 Swing Lock pin 14.4 Over load alarm lamp 14.5 Fire extinguisher 14.6 Load moment indicator 14.7 Function lock lever 14.8 Key controlled release switches 14.9 LCD multi display monitor 14.10 Anti-Two Block System 14.11 Over-lowering protection device 14.12 Hook Block swinging 14.13 Shutdown and visual warning system. 14.14 Crane shall have in built safety interlocks on various critical systems like Brakes, Hoist, Telescopic etc. Note: Bidder to specify which of the above safety devices are standard / optional.	
15.0	AUXILIARY EQUIPMENT	15.1 Auxiliary jib as per bidders specification 15.2 All kinds of hook blocks of all capacities available with this crane 15.3 Drum rotation indicator 15.4 Electric fan in operator cabin 15.5 Spark arrestor	

	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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16.0	COUNTER WEIGHT	<p>All basic and additional counter weights required for lifting maximum possible load shall be supplied with the Crane.</p> <p>Basic and additional Counterweights shall be installed and removed by suitable Mechanism.</p> <p>Bidders shall specify Counterweight quantity and Counterweight Rigging system in the bid.</p>	
17.0	OPERATOR'S CABIN	<p>All weather, well ventilated, roomy cabin with vibration reducing rubber cab mounts, fully adjustable, upholstered seat and reinforced tinted glass window & ergonomically located semi-short levers and other control devices. The Crane Cabin shall be air-conditioned.</p>	
18.0	APPLICABLE STANDARDS	<p>The offered equipment shall conform to EN13000 standards for load ratings and detailed load chart (Metric system) should be furnished with the Technical & un-priced offer.</p>	
19.0	TRANSPORT DATA	<p>Bidder to arrange suitable transportation for the crane from their works / Port to HURL'S sites (as mentioned in NIT) on freight paid basis. Transit insurance to be arranged by the bidder.</p>	
20.0	TRANSPORT WEIGHT	Bidder to specify	
21.0	OPERATING WEIGHT	Bidder to specify	
22.0	SAFE LOAD INDICATOR AND OTHER PROVISIONS FOR OPERATOR OF CRANE	<p>The Crane shall be equipped with latest Safe Load Indicator (SLI) or equivalent system, continuously displaying all essential operating parameters, load charts, outrigger load indicator; working range limiter; fault indicator; warning system.</p> <p>It shall all the time provide information viz. boom length, boom angle, boom tip height, load radius, rated load, load being lifted, etc. On reaching overload/unsafe condition, it shall cut-off the unsafe operations and shall warn through audible- visual alarm.</p>	

 पी डी आई एल PDIL	NIT FOR SUPPLY OF MOBILE CRANES FOR HURL GORAKHPUR, SINDRI & BARAUNI TECHNICAL SPECIFICATION FOR SUPPLY OF TYRE MOUNTED TELE-SCOPIC HYDRAULIC DIESEL DRIVEN, MULTI- AXLE, All TERRAIN MOBILE CRANE OF 150-160 MT CAPACITY WITH ITS ACCESSORIES	EM250/EM251/EM270-TS-02	0	
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	Bidders shall specify Safe Load Indicator System in the bid.	
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Note- Bidders to submit detailed load chart of proposed model with their offer.