

**NOTICE INVITING TENDER
(INTERNATIONAL COMPETITIVE BIDDING)**

FOR

**COAL GASIFICATION PLANT FOR GENERATING
SYNTHETIC NATURAL GAS (SNG) AT BARDHAMAN,
WEST BENGAL (INDIA)**

(NIT NO : PNMM/PC-217/E/001)



COAL GAS INDIA LIMITED (CGIL)

[A JOINT VENTURE OF M/s GAIL (INDIA) LIMITED (GAIL) & M/s COAL INDIA LTD. (CIL)]

PREPARED BY



**PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. Of India Enterprise)
PDIL BHAWAN, A-14, Sector-1,
NOIDA U.P. (India)**

10.10. 2025

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		DOC. NO.	REV	
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INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

NIT No: PNMM/PC-217/E/001

Date: 10.10.2025

To,

PROSPECTIVE BIDDERS

**SUB: TENDER DOCUMENT FOR COAL GASIFICATION PLANT FOR GENERATING
SYNTHETIC NATURAL GAS (SNG) AT BARDHAMAN, WEST BENGAL (INDIA)**

ON INTERNATIONAL COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

1.0 CGIL and CIL have executed a Joint Venture Agreement and have incorporated a joint venture company in the name of Coal Gas India Limited (CGIL) with its registered office at VT Centre, ECL P.S – Pandaveswar, Sonapur, Pandaveswar, Bardhaman, West Bengal, India- 713378

Projects & Development India Ltd. (PDIL) has been retained as Consultant for selection of suitable LSTK Contractor/s for execution of the project on a Lump-Sum Turnkey basis with Single point responsibility.

2.0 M/s Projects and Development India Limited (PDIL) on behalf of Coal Gas India Limited (CGIL) has the pleasure of inviting eligible bidders to submit Bid for Coal gasification Plant at Bardhaman West Bengal, on a Lumpsum Turnkey (LSTK) basis on single point responsibility as per Technical Specifications, Commercial Conditions and details laid down in this NIT.

3.0 The “Letter Inviting Bid” and “Instruction to Bidders” is placed on the website of CPP portal (www.eprocure.gov.in), , CGIL (www.CGILTenders.in) CIL (www.coalindia.in) & PDIL (www.pdilin.com),

3.1 This letter inviting bid briefly provides the BIDDERS with guidance, requirements and instructions for submitting a fully compliant and responsive bid. The letter inviting bid is an integral and inseparable part of the bidding document.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	COAL GASIFICATION PLANT FOR PROPOSED COAL TO SYNTHETIC NATURAL GAS ON A LUMP-SUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY BASIS, AT BARDHAMAN, WEST BENGAL
(B)	TENDER NO. & DATE	PNMM/PC-217/E-001 DATED 10.10.2025

(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM		X
		TWO BID SYSTEM		✓
(D)	TYPE OF TENDER	E-TENDER		✓
		MANUAL		X
(E)	COMPLETION/CONTRACT PERIOD			
	A) MECHANICAL COMPLETION	42 Months from Effective Date of Contract		
	B) PRELIMINARY ACCEPTANCE	48 Months from Effective Date of Contract		
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE		✓
		NOT APPLICABLE		X
		Amount: Rs 38.41 Crore/USD 4.33 Million (Rupees Thirty Eight Crore and Four lakhs only/ USD Four Million & Forty seven Thousand only) (Refer clause no.16 of ITB)		
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) Bidder is are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.		
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	The NIT is available on following websites:		
		(i) GAIL's Tender Website – www.gailtenders.in		
		(ii) CIL's Tender Website – www.coalindia.in		
		(iii) PDIL's Website https://www.pdilin.com		
		(iv) CPP Portal https://etenders.gov.in/eprocure/app		

(H)	DATE, TIME & VENUE OF PRE-BID MEETING PRE BID MEETING LINK	Date : 11.11.2025 Time : 11:30 Hrs (IST) Venue : Through Video Conferencing Join the meeting now
	LAST DATE OF RECEIPT OF PRE BID QUERIES	Date 01.11.2025 Time :15:00 Hrs IST
(I)	a) BID SUBMISSION START DATE	Date :09.12.2025 Time :15:00 Hrs IST
	b) BID DUE DATE & TIME (ON OR BEFORE)	Date :08.01.2026 Time :15:00 Hrs IST
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 09.01.2026 Time :15:00 Hrs IST
(K)	ADDRESS FOR COMMUNICATION	
	PDIL	M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mrs. Anjali Thakur, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063 E-mail :anjali@pdilin.com alam@pdilin.com
	CGIL	M/s Coal gas India Limited. (CGIL), VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 Kind Attention : Mrs Aparajita Chatterjee (General Manager). Tel No. : + 91- 9720166457 E-mail : a.chatterjee@gail.co.in
(L)	Contact Person for Site visit	Sri R.C Nagar, GM, CIL Tel No. :+91 89024 96576 E-mail: rcnagar.cil@coalindia.in

In case of the days specified above happens to be a holiday in CGIL/PDIL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The bid shall be submitted on CPP Portal (<https://eprocure.gov.in/eprocure/app>). Manual Bids shall not be accepted. The following documents in addition to uploading the bid on CPP Portal

(<https://eprocure.gov.in/eprocure/app>) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded on CPP Portal (<https://eprocure.gov.in/eprocure/app>) by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-IV to Section-III):-

- i) EMD/Bid Security (if applicable)/ Declaration for Bid Security (as applicable)
- ii) Power of Attorney
- iii) Integrity Pact (if applicable)
- iv) Line of credit
- v) TPIA Certificate

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

9.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

This is not an Order.

For & on behalf of
Coal Gas India Limited (CGIL)


(Anjali Thakur)

Dy. General Manager & HOD (Materials Management)
Projects and Development India Limited (PDIL)

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. :

Description :

Due Date& Time :

From: **To:**

.....	

[To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)]

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 ELIGIBLE BIDDERS

1.1 SOLE BIDDER OR CONSORTIUM OR AN INCORPORATED JOINT VENTURE (JV)

1.1.1 Bids may be submitted by Bidder who is a Sole Bidder or an incorporated joint venture company (JV) or a consortium of members along with a lead member ("Consortium").

1.1.2 The bidder which has completed 3 (three) financial years from the date of Commencement of business shall fulfil each eligibility criteria as defined in Clause 2.0 below.

1.1.3 In case the Bidder is a newly formed JV which has not completed 3 (three) financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member fulfils each eligibility criteria then this member shall be clearly indentified and it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member to complete the entire work in all respects and in a timely fashion, being bound by all the obligation under the contract an undertaking to provide all necessary technical and financial support to the JV to ensure completion the contract when awarded, an undertaking not to withdraw from the JV till completion the work etc.

The provisions of Cl. No. 1.1.3 above shall also apply for a Consortium bid. The leader of the Consortium shall fulfil each eligibility criteria and assume all obligations and guarantee as mentioned above.

The identification of the Lead Bidder of the Consortium and the distribution of work, roles & responsibilities amongst the Consortium members will be clearly indicated in the form of Consortium Agreement (as per F-21) duly signed by the all members of the Consortium and set forth in the Techno-Commercial Bid.

1.1.4 A JV / Consortium established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV / Consortium till the successful Commissioning & PGTR. If during the evaluation of bids, a JV / Consortium proposes any alteration / changes in the orientation of JV / Consortium or replacements or inclusions or exclusions of any partner(s) / member(s) which had originally submitted the bid, bid from such a JV / Consortium Company shall be liable for rejection.

1.1.5 The total number or Consortium including their leader shall not exceed 03 (three). In case of consortium, Lead member in the consortium shall contribute at least 50% of the total equity and other consortium shall contribute at least 20% of the total equity in the project, totalling to 100%. The equity participation of each member of the Consortium shall be specified in the Consortium Agreement.

All the members / shareholders of the JV and the member / shareholders of the newly incorporated company (in case of a Consortium) shall sign the contract and shall be jointly and severally liable for the entire assignment.

- 1.1.6** The leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium. All the members of the Consortium shall be jointly and severally bound upto the OWNER for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the OWNER to perform all contractual obligations including technical guarantees Notwithstanding anything contrary in the Consortium Agreement, the leader of the Consortium shall have coordination responsibility for execution of the contract.

Further, the Bidder / any of the promoter of JV / any consortium Member should not be on Holiday / Negative list by CIL / CGIL or any the JV partner / any other subsidiary of CIL / CGIL of Public Sector Project Management Consultant (like EIL, MECON, PDIL due to "poor performance" or "corrupt and fraudulent practices") or banned / blacklisted by Government department / Public Sector on due date of submission of bid. Further Bidder has to submit declaration as per Annexure-II. Offer submitted by such Bidder shall not be considered for opening / evaluation / Award.

2.0 PRE-QUALIFICATION CRITERIA

2.1 TECHNOLOGY CRITERIA

- 2.1.1 Based on the EOI Coal Gas India Limited have shortlisted the following Gasification Licensors. Accordingly, the process of Coal Gasification Technology shall be based on any of the shortlisted Technology of the following Licensor/Technology Supplier :

- i. M/s Air Products and Chemicals Inc (APCI), USA.
(Shortlisted based on its Wison Project, Nanjing Chengzhi Clean Energy Co. Ltd.(former Wison(Nanjing) Chemical Co. LTD),Syn Gas 55,000 Nm3/h (CO+H2))
- ii. M/s ChorenIndustrietechnik GmbH, Germany
(Short listed based on its Kaiyang Chemical-500000 T Synthetic Ammonia Project, Guizhou Kaiyang Chemical Co. Ltd, China. Syn Gas 140,000 Nm3/h (CO+H2))
- iii. M/s China Petrochemical Tech Co. Ltd (SinopecTech), China
(Shortlisted based on its Zhongan United Coal-Chemical Integration Project, Huainan, Anhui Province, China. Syn Gas 5,15,000 Nm3/h (CO+H2)).
- iv. M/s Zhongshi Chemical Engineering Constructon Co. Ltd, China
(Shortlisted based on its Qianxi Coal Chemical Investment Co. Ltd,Ethylene Glycol gasification plant, 3,00,000 t/y ethylene glycol)

LSTK bidder to ensure that the Coal Gasification Technology being offered during in its bid shall be the same on the basis of which the Licensor is shortlisted in the EOI Process.

LSTK Bidder shall tie up with any one of the above Prequalified Gasification Licensors/ Technology Supplier to arrange Process License and Basic Design Package of proven performance for Gasifying washed coal having ash content upto 20%, after washing coal from Raniganj Coalfields on commercial basis, Approximate Coal Analysis of washed coal is enclosed at Annexure-I for reference and considerations. The SYN Gas from Coal Gasification Island of suitable composition shall be utilized to produce Synthetic Natural Gas (SNG) of 80000 Nm3/hr Capacity.

LSTK Bidder shall ensure involvement of Gasification Licensor during Process Integration for Coal Gasification Plant including Gas Purification, SRU, etc. to ensure the overall integration & optimization of all other Licensor's unit within the LSTK Contractor Battery Limit.

LSTK Bidder has to submit Letter of Support/ MOU from One of the above Process Licensors for technology tie up for the proposed Coal Gasification Technology.

Minimum Basic technical package shall be handed over to bidders by Licensor with a copy to OWNER. Once LSTK Bidder has opted for a certain process Licensor during bid submission, the same need to be engaged till plant is commissioned and PGTR and 6 months assistance are complete and after technical services agreement done between OWNER and Licensor.

2.1.2 GAS CLEANING & PURIFICATION FOR GENERATION OF SYN. GAS (H₂ + CO):

The LSTK Bidder either on his own or with the support from Process Licensor/s should be capable of providing Process License and Basic Design Package for the proposed Gas Purification & Synthesis Gas (H₂, CO & CO₂) Generation for Synthetic Natural Gas (SNG) Production in proper proportion, i.e. $\{(H_2-CO_2)/(CO+CO_2)=3\}$ alongwith CO₂.

The Gas Purification & Synthesis Gas (H₂, CO & CO₂) generation technology proposed by LSTK Bidder shall have reference of:

- a) At least One single stream plant with single licensor OR with combination of different licensors in single plant/ multiple plants for processing syn gas from either Coal Gasifier or Syngas from any other source and generating minimum 168,000 Nm³/Hr of Synthesis Gas (H₂, CO & CO₂) with matching Carbon dioxide Gas production through Methanol Wash route .
- b) For establishing that the Technology/ies to be adopted by the Bidder is a proven one Bidder shall provide details of at least one commercial plant which has operated commercially, for at least one year in the last 15 (fifteen) years reckoned from the date of issuance of the NIT/Bidding document.

Bidder shall submit documentary proof for Licensor's plant/s, issued by plant OWNER / technology licensor's certificate/s regarding the same.

- c) Bidder shall, also submit MOU/ Letter of Undertaking from process licensor/s for technology tie up along with the bid, for the proposed Gas cleaning, Purification for generation of Synthesis Gas (H₂, CO & CO₂). The MOU/ Letter of Undertaking shall also define the responsibility scope matrix between the Bidder and the Licensor.
- d) Once Bidder has opted for a certain process Licensor during bid submission, the same need to be engaged till plant is commissioned and PGTR and 6 Months of assisted supervisory operational completed and after technical services agreement done between OWNER and Licensor.

2.1.3 SULPHUR RECOVERY UNIT (SRU)

SULPHUR RECOVERY UNIT (SRU): The Bidder either on his own or with the support from Process Licensor/s should be capable of providing Process License and Basic Design Package for the proposed Sulphur Recovery Unit and Tail Gas Treatment Unit (TGTU); in this

regard Bidder shall provide credentials from Process Licensor/s regarding its capability of to produce 12 TPD of elemental Sulphur with overall Sulphur recovery of 99.8 wt% minimum.

Once Bidder has opted for a certain process Licensor for SRU during bid submission, the same need to be engaged till plant is commissioned and PGTR and 6 Months of assisted supervisory operation are complete and after technical services agreement done between OWNER and Licensor.

2.1.4 To meet the criteria at Cl. no. 2.1 above, Bidder shall submit documentary proof such as :

Sl. No	Description	Document required
2.1	Technology Criteria	Duly Authenticated Self declaration letter (As per Format enclosed as Annexure-III) from Technology Licensor in its letterhead.
2.1.2	Gas cleaning & purification for generation of Syn. gas (H_2 + CO)	i) Duly Authenticated Self declaration letter from Technology Licensor in its letterhead regarding capability of providing Process License and Basic Design Package for the proposed Gas Purification & Synthesis Gas (H_2, CO & CO_2) Generation for Synthetic Natural Gas (SNG) Production in proper proportion, i.e. $\{(H_2-CO_2)/(CO+CO_2)=3\}$ along-with CO_2 . ii) Bidder shall submit documentary proof for Licensor's plant/s, issued by plant OWNER / technology licensor's certificate/s regarding the same. iii) Bidder shall, also submit MOU/ Letter of Undertaking from process licensor/s for technology tie up along with the bid, for the proposed Gas cleaning, Purification for generation of Synthesis Gas (H_2, CO & CO_2). The MOU/ Letter of Undertaking shall also define the responsibility scope matrix between the Bidder and the Licensor.
2.1.3	Sulphur Recovery Unit (SRU)	Duly Authenticated credential List of SRU Licensor(s) for the Last 15 Years reckoned from the date of issuance of the NIT/Bidding document.

2.2 EXPERIENCE CRITERIA

2.2.1 The Bidder [Sole Bidder / Any Consortium member / JV] should possess experience of having successfully executed Plants on LSTK (Lump sum Turnkey) / LEPC / EPC basis in any one of the field of Coal gasification, Oil, Gas, Refinery, Hydrocarbon, Petrochemicals, Coal based Power Plants, Metallurgical (Ferrous) Plants, Fertilizer, LNG Facilities should have been in

satisfactory commercial operation for a minimum period of at least one year during the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document with scope of work comprising of Detailed Engineering, Procurement, Supply, Construction and Erection, Testing, Pre- commissioning, Commissioning.

The reference plants (*i.e. the Plant from the above referred industries which will act as the experience criteria for short listing eligible bidder(s)*) should be operating either in India or outside the country of Origin of Bidder for consideration of these criteria.

2.2.2 The Bidder meeting the requirements as per Clause 2.2.1 above, must have executed during the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document any one of the following:

- One Completed work costing not less than **INR 600.00 Crore or US \$ 68.0 Million (Excluding taxes and duties)**

The above qualification criteria shall be fulfilled by Sole Bidder or any JV/CONSORTIUM partner.

2.2.3 To meet the criteria at Cl. no. 2.2.1 & 2.2.2 above, Bidder shall submit documentary proof such as :

- (i) Copy of Work Order/ relevant Extract of Work Order/Contract Agreement/relevant Extract of Contract Agreement shall clearly indicate the LOA/Work Order/Contract/Agreement number, Name of Project, Scope of Work, Contract/Investment Value, Contract Period etc.
- (ii) The Completion / Acceptance Certificate shall clearly indicate the LOA/Work Order/Contract/Agreement No., Name of Project, Scope of Work, Contract Value, Contract Period , Executed/Investment Value , Actual date of completion.

2.2.4 For clause 2.2.2, Bidder, Cost of previous completed work(s) shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

2.2.5 Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm) then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/ partnership firm will be considered against eligibility else it shall be taken as 100%.

2.2.6 For clause 2.2.1 and 2.2.2, Bidder (Parent Company), bidding as Sole bidder or Leader / Member of Consortium / JV, shall be allowed to use the credential of its Subsidiary Company (either fully owned or where the parent company has a controlling interest of over 50% of the equity shares and over 50% of voting rights of the given subsidiary company and controls the composition of Board of Directors of the Subsidiary company). However, it would be necessary for a bidder to show that it has the relevant experience either on its own or in the name of such subsidiary.

- 2.2.7 For clause 2.2.1 and 2.2.2, a Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting PQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting PQC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet PQC.
- 2.2.8 For clause 2.2.1 and 2.2.2, In case a Bidder does not satisfy the Experience criteria as above on it's own, the credentials of the Holding Company and/or a Group Company (whether domestic or overseas) may be considered for fulfillment of Experience Criteria of a bidder, subject to submission of Letter of Undertaking/Support from the Holding Company and/or Group Company (in case reliance is placed upon the technical experience of the Group Company) supported by board resolution of the holding company, as per the prescribed format (Annexure-1.30) pledging unconditional and irrevocable technical support for the execution of the Contract Agreement by the Bidder in case of award.

For this purpose:

“Holding Company” means, in relation to a company (“Subject”), any other company which (a) Controls the Subject; or (b) exercises or controls, directly or indirectly, more than one-half of the total share capital of the Subject;

“Group Company” in relation to the Subject, means any other company (a) which is Controlled, directly or indirectly, by the Holding Company of the Subject; or (b) more than one-half of whose total share capital is, directly or indirectly, exercised or controlled, by the Holding Company of the Subject;

“Control” means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management and policy decisions and day to day operations of that entity, beneficial ownership of at least 51% (fifty one percent) of the voting shares or securities of that entity and/or to appoint the majority of directors on the board of that entity, whether through the ownership of voting share capital, by contract or management rights or any other means whatsoever.

2.3 FINANCIAL CRITERIA:

2.3.1 FOR SINGLE / SOLE BIDDER

- a. The Average Annual Financial Turnover of the Bidder during the last three (3) preceding financial years i.e. 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022 of the bidder, should be at least **INR 480.00 Crore or US \$ 54.00 Million**.
- b. Net Worth of the company should be Positive for financial year as on 31st March 2025 or calendar year 31st December 2024 as applicable.
- c. The bidder should have Minimum Working Capital equal to **INR 96.00 Crore or US \$ 11.00 Million** as on 31 March 2025 or calendar year 31 December 2024 as applicable. However, if the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having Net worth of the bank not less than Rs. 100.0 Crore (or equivalent USD), confirming the availability of line of credit for the amount mentioned herein above. The line of credit from bank shall be submitted strictly as per prescribed format.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

To meet the criteria (a, b & c) above, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for the last three (3) financial years i.e. 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022.

2.3.2 FOR CONSORTIUM / JV BIDDER

- a. The Average Annual financial turnover of the Leader of the Consortium during the last three (3) preceding financial years i.e. 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022 of the bidder, should be at least **INR 240.00 Crore or US \$ 27.00 Million.**
- b. Average Annual financial turnover of each of the Other Consortium members, during the last three (3) preceding financial years i.e. 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022 of the bidder, should be at least **INR 120.00 Crore or US \$ 13.5 Million.**

However, Average Annual Financial Turnover of all the Consortium Members [Lead Bidder and other Consortium Members] collectively shall not be less than **INR 480.00 Crore or US \$ 54.00 Million.** All the Consortium Members shall choose to qualify the Financial Criteria on the basis of same financial /calendar years.

- c. Net Worth of each of the Consortium member should be positive for financial year as on 31 March 2025 or calendar year 31 December 2024 as applicable.
- d. The lead bidder of the Consortium should have Minimum Working Capital equal to **INR 96.00 Crore or US \$ 11.00 Million** as on 31 March 2025 or calendar year 31 December 2024 as applicable.

If the Lead bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for the amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per prescribed format.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

To meet the criteria (a, b, c & d) above, each Consortium member shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for the last three (3) years i.e 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022. In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV may be furnished and the financial turnover of JV will be assessed by added together.

- 2.3.3 Annual Turnover:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the

3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

- 2.3.4 Working Capital:** In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

2.3.5 General Notes (for both Technical BEC and Financial BEC) wherever applicable:

- A.** Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) **BEC (Financial Criteria):**

(i) **For Annual Turnover:**

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) **For Net-Worth & Working Capital:**

The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

- B.** Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries, if any, during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by CGIL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

3.0 BEC for START-UPS:

The Technical and Financial BEC as stipulated above shall also be applicable for start-ups.

4.0 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

4.1 Technical Criteria of BEC:

All documents in support of Technical Criteria of BEC are to be verified and certified by any one of the following independent third party inspection agency:

1. Société Générale de Surveillance (SGS)
2. Gulf Lloyds (India) Ltd
3. International Certification Services (ICS)
4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
5. DNV GL
6. TÜV Rheinland (India) Pvt. Ltd.
7. TÜV SÜD South Asia Pvt. Ltd.
8. TÜV India Pvt. Ltd. (TÜV Nord Group)
9. Intertek India Pvt. Ltd.
10. Moody International (India) Pvt. Ltd.
11. RINA India Pvt. Ltd.
12. Tata Projects Ltd.
13. Competent Inspectorate and Consultants LLP
14. Apave TIV India Pvt. Ltd.

Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma attached at Annexure-I to Section-II to bidder and the same will be submitted by bidder in their bid.

All charges of the Third party for verification and certification shall be borne by the Bidder.

If any above mentioned agency themselves are participating in bidding, then they shall authenticate the document by a different agency from the list given above.

4.2 Financial Criteria of BEC:

(a) For Domestic Bidders:

All documents in support of Financial Criteria of Pre-Qualification Criteria (PQC) to be furnished by the bidders shall be authenticated as follows:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a Chartered Accountant/CPA.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

(b) For Foreign Bidders:

Bidder shall submit "Details of Financial capability of bidder" in prescribed format (F-10) in the bidding document duly signed & stamped by a Chartered Accountant/CPA.

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting documents pertaining to financial BEC certified "Apostille affixed by Competent authorities designated by the government of bidder's country" shall also be acceptable.

Note:

1. In case of Foreign bidder, if the required documents for establishing the Bid Evaluation Criteria, such as duly audited Balance Sheet, Annual Reports, Purchase Order, Inspection Release Note etc., are not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their Country or their Embassy in India or any translator in India recognised /authorised by their Embassy along with the original Balance Sheet, Annual report, Purchase Orders, Inspection release Note etc. with the unpriced bid. For the purpose of interpretation of the Bid, the English translation shall govern. This requirement of certification of English translation by Local Chamber of Commerce is additional to the requirement of authentication stipulated above as applicable.

5.0 Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section II*) between the bidder and the supporting company.

- (ii) Guarantee (as per format enclosed at Appendix- A2 to Section II) by the supporting company to CGIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per Appendix- A2A to Section II.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3 to Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- (iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by CGIL due to non-performance of the bidding company.

Note:

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

2.0 The Financial BEC of tender is to be met by bidder on their own.

3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no.2.0 of Section-III (ITB).

Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness

6.0 Applicability of Public Procurement (Make in India) Policy as per Annexure-V

The said policy shall be applicable for this package. Further, as the work is non divisible/non-splittable, therefore, the relevant provisions of policy shall be applicable. The minimum local content and all other provisions shall be as per Public Procurement (Make in India) Policy latest policy no. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as updated from time to time.

7.0 Applicability of Policy for providing preference to Domestically Manufactured Iron & Steel (DMI & SP) products as per attached Annexure-VI.

Bidder should have minimum prescribed domestic value addition requirement in line with the Domestic Manufactured iron & Steel Policy (DMI & SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit from the domestic manufacturers of such Iron & steel products as per the Form-I mentioned in the policy document.

A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per attached format in NIT.

If a bidder does not submit above affidavit/ undertaking as per format, the offer of bidder shall be rejected.

8.0 Procurement from a bidder which shares a land border with India shall be applicable for this tender as per attached Annexure-VII.

LSTK Bidder and Licensor from a country which shares land border with India has to comply with the Clearance/ registration with competent authority as per GOI order (public procurement No-1,2 & 3) for Restriction under Rule 144(xi) of GFR 2017 published as F.N06/18/2019-PPD dated 23rd July 2020. Refer Annexure-VII for detailed compliance to this policy.

The LSTK bidder shall ensure that the Licensor, on whose technology the bid is being submitted, possesses a waiver or valid DPIIT registration at the time of bid submission, if it is engaged from a country sharing a land border with India. In the absence of such waiver/registration, the bid shall be liable to rejection

9.0 Applicability of purchase preference of MSE's

Considering that the subject work falls under "Works Contract", Purchase preference to MSE Bidders shall not be applicable as per government guidelines.

10.0 EVALUATION METHODOLOGY

The subject work is indivisible and complete work shall be awarded to successful overall lowest bidder as per evaluation methodology described below. In other words, evaluation of bids shall be done on overall L-1 basis considering all applicable taxes & duties including GST as under:

The Evaluation methodology shall be based on NPV arrived as per the following:

(a) NPV OF TOTAL LUMP SUM TURNKEY (LSTK) PRICE/ TOTAL CONTRACT PRICE –

The TOTAL LSTK PRICE / TOTAL CONTRACT PRICE (Including all taxes, duties, levies and GST) as derived from the SCHEDULE OF PRICES will be discounted at the rate of 10.0% p.a., as per the cumulative monthly payment schedule / "S" curve submitted by the Bidder for the implementation period.

The Bidder shall furnish, the cumulative monthly payment schedule of its CONTRACT PRICE for 48 months project schedule in a tabular form as per prescribed format. The month-wise phasing of expenditure indicated by Bidder will be used for evaluation and form part of the CONTRACT for capping the monthly payment based on the actual progress of work. The cumulative monthly payment schedule / "S" curve has to be given by the bidders considering payment schedule given elsewhere in the tender.

(b) NPV OF WORKS COST

Bidder shall furnish the Guaranteed Consumption Figures of Raw Materials, Utilities and Condensate as per prescribed format **(SP-2 of BOQ/Schedule of Price)**. The differential Works cost (in comparison to Bidder quoting the lowest Works Cost) considering 330 stream

days per year will be calculated and will be discounted at discount rate of 10.0% p.a. for a period of 25 years of operation starting from Preliminary Acceptance.

The NPV of differential works cost so obtained on achieving Commissioning (48 months) shall be further discounted at the rate of 10.0% p.a to arrive at present value i.e. month zero.

For Bid evaluation purpose, work cost shall be calculated for Guarantee Test run clause.

To summarize the above, the evaluated cost shall be ascertained as per following:

i. NPV of quoted TOTAL CONTRACT PRICE

Plus (+)

ii. NPV of Works cost

(c) Optional prices quoted in the Schedule of Prices/BOQ shall not be considered in the evaluation

(d) 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.

Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

Ref.:

Date:

To,

COAL GAS INDIA LIMITED (CGIL)

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref : Tender no. for

M/s. having Registered office
at.....intend to participate in above referred tender of Coal
Gas India Limited (CGIL) with its registered office at VT Centre, ECL P.S – Pandaveswar,
Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on
behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.....

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Coal Gas India Limited (hereinafter referred to as CGIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to CGIL for the full scope of work as envisaged in the tender document as a main bidder and liaise CGIL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the CGIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to CGIL including extension if any and till satisfactory performance of the contract, the same is awarded by CGIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and CGIL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by CGIL, however without prejudice to any rights that CGIL might have against the Supporting Company

- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to CGIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
(to be executed on plain paper)

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Coal Gas India Limited, a company duly registered under the law of India having its Registered Office at VT Centre, ECL P.S – Pandaveswar, Sonapur, Pandaveswar, Bardhaman, West Bengal, India- 713378 and having Purchase center at hereinafter called “CGIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS CGIL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by CGIL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the CGIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the CGIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the CGIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the CGIL and duly perform the obligations of the Bidder to the satisfaction of the CGIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to CGIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between CGIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of CGIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by CGIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards CGIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and CGIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to CGIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of CGIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, CGIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of CGIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to CGIL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of CGIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, CGIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of CGIL

about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

official seal_____

Witness:

1.Signature_____

Full Name _____

Address_____

2.Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed alongwith the Guarantee.

**PROFORMA OF “BANK GUARANTEE” TOWARDS CONTRACT PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

CONTRACT PERFORMANCE SECURITY /SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

To, M/s Coal Gas India Limited	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “CONTRACTOR/” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT) for Coal Gas India Limited having registered office at VT Centre, ECL P.S – Pandaveswar, Sonapur, Pandaveswar, Bardhaman, West Bengal, India- 713378 (herein after called the “CGIL” which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/ has qualified for award of contract (hereinafter referred to as the ‘SUPPORTING COMPANY’) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between CGIL and the CONTRACTOR and CGIL having agreed that the ‘SUPPORTING COMPANY’ shall furnish to CGIL a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

- iii. The said M/s. _____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____
- iv. (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by CGIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by CGIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank. The Bank also agrees that CGIL 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that CGIL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that CGIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR from time to time or to postpone for any time or from time to time exercise of any of the powers vested in CGIL against the said CONTRACTOR/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR or for any forbearance, act or omission on the part of CGIL or any indulgence by CGIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till CGIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of CGIL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) only and our guarantee shall remain in force until (indicate the date of expiry _____)

of bank guarantee) _____0. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

11. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)

b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of CGIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

E-mail :

Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY " BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
4. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG
WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	LOA / PO NO.	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s Coal Gas India Limited,

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that the Contractor has secured the contract by furnishing wrong information or by suppressing facts in the bid submitted, Coal Gas India Limited (CGIL) reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee and put the CONTRACOR on Holiday / Banned / Blacklist list of CGIL and of its JV partners.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CGIL by us.

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Letter of Support
(On Licensor's Letter Head)

Name and Address of LSTK Contractor

Date

Subject: Letter of Support from.....{Licensor's Name}.....for Coal Gasification Plant for Generating Synthetic Natural Gas at West Bengal for Gasification Project at Bahadaurpur, India

Dear sir/madam

This is to formally confirm that{Licensor's Name}.....expresses its full support to.....{LSTK Bidder's Name }.....in the execution and successful delivery of the coal gasification project for Coal Gas India Limited , India.

We{Licensor's Name}.....further confirm that the technology being offered in the Bid of {LSTK Bidder's Name } is the same as considered in the reference Plant of the licensor based on which we , ...{Licensor's Name}..... were shortlisted based on our response to EOI DOCUMENT NO.: PC-217/EOI/E/001/2025/Rev-00 dated 10.07.2025.

We reaffirm our commitment to extend the necessary technical expertise and cooperation to meet the NIT requirements to ensure the project's timely and effective completion.

Respectfully yours,

[Name]

[Designation]

Licensor

SECTION-III

INSTRUCTION TO BIDDERS

**(TO BE READ IN CONJUNCTION WITH BIDDING
DATA SHEET (BDS))**

SECTION-III

INSTRUCTION TO BIDDERS

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[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the this Invitation For Bid to offer (the “**Tender Document /Bid Document**”) issued by Employer. Employer/Owner/CGIL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the term’s 'Bid, 'Tender' & ‘Offer’& Proposal and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' mean’s 'Calendar Day' and 'Singular' also mean’s 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

- 2.2 The Bidder is not put on ‘Holiday’ by CGIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of CGIL/CIL

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CGIL by the bidder.

It shall be the sole responsibility of the bidder to inform CGIL in case the bidder is put on ‘Holiday’ by CGIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on Bid due date and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on Bid due date.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CGIL by the bidder.

It shall be the sole responsibility of the bidder to inform CGIL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to CGIL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BIDS FROM "CONSORTIUM"

3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-18 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).

3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized

signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

- 3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.
- 3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by CGIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.

- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.
- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details& DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

5 COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, CGIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against CGIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification's)' issued in accordance with "ITB: Clause-"8&9":
- Section-I : Invitation for Bid* [IFB]& Cut-out slip
 - Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology

- Section-III : Instructions to Bidders [ITB], Annexure and Forms & Format **
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work, Technical Specifications
- Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify CGIL in writing or by fax or email in the format "F-11" at CGIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. CGIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. CGIL may respond in writing to the request for clarification. CGIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

- 10.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and CGIL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.
- 10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tenderportal (<https://etenders.gov.in/eprocure/app>) as follows

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Comprising all the below mentioned documents should be uploaded in the CPP portal:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid /SOR strictly in the format provided in the Tender Document.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F'-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5A or 'Form-5B (as the case may be)'
- (g) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document
- (h) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (i) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
- (j) 'Integrity Pact' as per 'Form F-13' (if applicable)
- (k) Proforma for details of Indian Agents as per Form F-15 if Agent/Consultant/Retainer/ Associate is involved.
- (l) 'Indemnity Bond' as per 'Form F-16'
- (m) All forms and Formats including Annexures.
- (n) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification 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 other than companies) as per *Form-3 to Annexure-V to Section-III*(***Applicable for all bidders irrespective of seeking purchase preference or not***).

- (o) Undertaking as per *Form-I to Section II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (s) Letter of No Deviation as per form F-27
- (r) Any other information/details required as per Bidding Document

As specified at Clause no. 4.0 of Section I, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Integrity Pact and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the Bid Due Date.

Bidders are required to submit the EMD in original by Bid Due Date and Time or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Bid Due Date and Time, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Bid Due Date, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in Financial bid in the e-tenderportal. CGIL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices;

- such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except Indian **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final Indian GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 12.5 The Bidder shall quote the prices in 'figures' & 'words'. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account until any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.7 Deleted

13.0 TAXES & DUTIES

13.1 IN CASE OF INDIAN BIDDER

- 13.1.1 Bidders are required to mention the GST Registration No. while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 13.1.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Contractor) only. Supplier of Goods / Services (Contractor) providing taxable service shall issue an E-Invoices/ Invoice, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Contractor) with requisite details.

Payments to Contractor for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, CGIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

- 13.1.3 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Contractor) 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.

Beyond the contract period, in case CGIL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Contractor's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

Beyond the contract period, in case CGIL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CGIL's account.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), 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.

- 13.1.4 Where the CGIL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):-

Owner/ CGIL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Contractor) at actuals against submission of E-invoices/ Invoices as per format specified in rules/ regulation of GST to enable Owner/ CGIL to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST (CGST & SGST/UTGST or IGST) quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- 13.1.5 Where the CGIL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

Owner/ CGIL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Contractor) at actuals against submission of E-invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).

- 13.1.6 CGIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. Where CGIL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

- 13.1.7 In case CGIL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as

per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where CGIL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and CGIL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CGIL or ITC with respect to such payments is not available to CGIL for any reason which is not attributable to CGIL, then CGIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by CGIL to Contractor / Supplier.

- 13.1.8 Contractor shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/regulation, with all required supporting document(s) within a period specified in Contract to enable CGIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

If input tax credit is not available to CGIL for any reason not attributable to CGIL, then CGIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by CGIL in future to the Contractor under this contract or under any other contract.

13.1.9 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 by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

- 13.1.10 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by CGIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then CGIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by CGIL.

- 13.1.11 The Contractor shall mention the particulars of CGIL (specified in BDS) on the Invoice. Besides, if any other particulars of CGIL are required to be mentioned, under GST rules/regulations, the same shall also be mentioned on the Invoice.

- 13.1.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.1.13 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by CGIL as no ITC is allowed on such invoices. Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

If input tax credit is not available to CGIL for any reason not attributable to CGIL, then CGIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the e-invoice /invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by CGIL in future to the Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of CGIL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CGIL to the government exchequer, then, that Contractor shall be put under Holiday list of CGIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on CGIL.

13.1.14 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, CGIL shall place orders

13.1.15 Wherever TDS under GST Laws has been deducted from the E-invoices/invoices raised / payments made to the contractors, as per the provisions of the GST law / Rules, contractors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Contractors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.1.16 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Contractor on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.1.17 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of CGIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of CGIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of CGIL.

13.2 IN CASE OF FOREIGN BIDDER:

A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Employer's country.

For Foreign bidders who is not having the Permanent Establishment/ Tax Residency (refer clause no.46 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of Services/ Works shall be payable by CGIL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and CGIL makes payment of IGST under Reverse Charge to Exchequer, if the foreign bidder is later on required to discharge tax liability as Contractor, then CGIL will not reimburse tax, interest and penalty amount to such foreign Contractor on this account.

In case Foreign bidder who is having the permanent establishment/ tax residency in India/ GST Registration, GST (CGST & SGST/UTGST or IGST) shall be quoted and paid by the bidder.

In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) shall be as per provision applicable to Indian bidder mentioned herein above.

14 BID CURRENCIES:

- 14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.
- 14.2 Foreign Bidders may submit bid in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees- except for expenditure incurred in India which should be stated in Indian Rupees.
- 14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by CGIL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause 16" in all respects.

16 EARNEST MONEY DEPOSIT/BID SECURITY

- 16.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' / **'Insurance Surety Bond'** / **'Fixed Deposit Receipt'** [in favour of Coal Gas India Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.
Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.
- 16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of CGIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with

EMD. Further, in case of the online transaction, submission of EMD in original is not applicable. Purchaser will verify the BG from issuing bank.

- 16.3 CGIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or equivalent in US Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by CGIL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by CGIL. The forfeiture amount will be subject to final decision of CGIL based on other terms and conditions of order/ contract.
- 16.11 EMD/Bid Security will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Security submitted by the bidder and bid of such bidder will be summarily rejected.
- 16.12 EMD may be submitted by Consortium bidder (In case all the members of the Consortium bidder are foreign firms, the Currency of EMD shall be in USD; In case any one member of the Consortium bidder is an Indian firm, the Currency of EMD may be in USD or INR)

OR

EMD may be submitted by any one member of the consortium. In such case, if the Consortium member submitting the EMD is an Indian Firm, the Currency of EMD shall be in INR and if the Consortium member submitting the EMD is a foreign firm, the Currency of EMD shall be in USD.

16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

16B FIXED DEPOSIT RECEIPT AS EMD:

- (i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of “Coal Gas India Limited”.

The FDR shall be in the name of the Coal Gas India Limited A/c.....(Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of CGIL. However, CGIL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to CGIL as per the format of “**Third Party Deposit Confirmation Letter**” placed as Form F-25

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the “Fixed Deposit” itself or separately on its letterhead. CGIL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR should have a validity of at least ‘two [02] months’ beyond the date on which the bid expires.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of CGIL.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to CGIL in the format "F-11", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on CGIL e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CGIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CGIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. CGIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by

the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security/ Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule/ Mutually Agreed Damages
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Payment terms
- (n) Patent Infringement & Indemnification
- (o) Overall Ceiling on Total Liability
- (p) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **E-PAYMENT**

CGIL has initiated payments to Contractors electronically, and to facilitate the payments electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 Bids shall be submitted through e-tender mode i.e on CPP Portal (<https://eprocure.gov.in/eprocure/app>) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. EMD /physical documents shall be addressed to the owner at address specified in IFB

21.2 Deleted

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT /REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

21.5 **AGENTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**

21.5.1 CGIL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify

that such a commission is commensurate with the services rendered to them by such an Agent/Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Representative/ Retainer/Associate in India.

- 21.5.2 In the event bidder is having Agent/Representative/Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Representative /Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to CGIL. Such remuneration/commission will be paid by CGIL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration /commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of CGIL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign contractor.
- (vi) All services to be rendered by the Agent/Representative /Retainer/Associate.

Provision of Agent /Representative/Retainer/Associate is applicable only in case of Equipment/ Packages.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

- 21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent /Representative/Retainer/Associate will not be recognized. Agent/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to CGIL in advance for scrutiny and acceptance or otherwise.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.

- 22.3 CGIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8.0 and/or 9 of ITB refers). In that case all rights and obligations of CGIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on CGIL's e-tender portal/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GePNIC shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by CGIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 IN CASE OF E- TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 IN CASE OF MANUAL BIDDING (NOT APPLICABLE)

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by CGIL prior to the Due Date & Time for Bid submission.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of CGIL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB invocation of action as per Bid Security declaration and rejection of Bid.

- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 25.1 CGIL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for CGIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which CGIL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by CGIL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of CGIL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 *Unpriced Bid Opening :*

CGIL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 *Priced Bid Opening:*

- 26.2.1 CGIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be are to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the

price bid opening. The Bidder's representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact CGIL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence CGIL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the procedure in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 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 employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer'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.

29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation incase of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bidder parts from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the CGIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (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. The amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct
- (iv) 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.
- (v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

- 30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.
- 30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 DELETED

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 DELETED

34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017/ Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", CGIL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

In case Indian bidder emerged as successful bidder, CGIL intent to place the contract directly on the address from where Works are to be rendered. In case, bidder wants contract at some other address or Works to be rendered from multiple locations, bidder is required to provide in their bid address on which contract is to be placed.

CGIL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by CGIL either by Fax /-E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on CGIL and successful Bidder (i.e. Contractor). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. CGIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause 37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security, pursuant to "ITB: Clause38", CGIL will promptly discharge his 'Earnest Money Deposit/ Bid Security', pursuant to "ITB: Clause16"
- 36.4 Contract value mentioned in the FOA/LOA is subject to Price Reduction Schedule clause.
- 36.5 CGIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to CGIL.

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit / Action as per Bid Security declaration.
- 37.2 Domestic bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from CGIL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
- 38.3 Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or equivalent in US Dollars and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to CGIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by CGIL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of CGIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "**Security Deposit/ Contract Performance Security against FOA/DLOA no. _____(contractor to specify the FOA/DLOA No.)**" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

- 38.8 In case of forfeiture of Contract Performance Security in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by CGIL. The forfeiture amount will be subject to final decision of CGIL based on other terms and conditions of order/ contract.
- 38.9 CPS will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS submitted by the Contractor.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

38.12 **Fixed Deposit Receipt as CPS:**

- (i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of "Coal Gas India Limited".

The FDR shall be in the name of the Coal Gas India Limited A/c(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of CGIL. However, CGIL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to CGIL as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Form F-25**

Note : FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from CGIL.

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100

Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. CGIL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR submitted should have a validity of at least 'three [03] months' beyond the Warranty Period/Defect Liability Period.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of CGIL.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I to Section-III.
- 39.2 Deleted
- 39.3 Name and contact details of nodal officer -refer BDS

39.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Contractors/Bidders indulged in fraudulent/coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in CGIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by CGIL, to such Contractors/Bidders.

The Contractor/ Bidder understands and agrees that in such cases where Contractor/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by CGIL, such decision of CGIL shall be final and binding on such Contractor/ Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)(applicable for Indian bidder)

- 40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:
 - i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD/Bid Security.
- 40.2 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.3 If against an order placed by CGIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered as per provision mentioned at clause no. 40.2 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.4 The benefits of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

40.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

40.6 Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. CGIL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME Contractor can avail the TReDS facility, if they want to.

40.8 Interest Payment on Delayed Payments to MSMEs is payable in line with the Micro, Small and Medium Enterprises Development Act, 2006.

40.9 **Considering that the subject work falls under “Works Contract”, Purchase preference & exemption of EMD to MSE’s Bidders shall not be applicable as per government guidelines.**

41 AHR ITEMS [NOT APPLICABLE IN CASE OF LUMP SUM / TURNKEY CASES]

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes contractor’s supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor’s supervision profit, overhead & other expenses

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Annexure II to Section-III herewith

43 INCOME TAX & CORPORATE TAX

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

43.2 Corporate Tax liability, if any, shall be to the contractor’s account.

43.3

(i) TDS

TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

Higher rate of TDS for non-filers of I TR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

43.4 Withholding Tax (WHT) for foreign bidders shall be as per clause no.46 of ITB

43.5 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 works exceeding Rs. 2 Lacs per transaction or as amended from time to time.

Accordingly, contractor should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of contractor shall be processed only after fulfillment of above requirement

44. DISPUTE RESOLUTION MECHANISM

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, CGIL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/Contractor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge(EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any.

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, CGIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from CGIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and CGIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of CGIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to

Sole Arbitrator shall be governed by the fee Schedule of ‘‘Delhi International Arbitration Centre’.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/CGIL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3.0 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. DISPUTES BETWEEN CPSE’S/GOVERNMENT DEPARTMENT’S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts)

inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44& 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46. PROVISION IN TENDER REGARDING PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

“Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by CGIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

(i) In case of procurement of goods / spares / services/works (other than technical services and Royalty) etc.

➤ A certificate of having no business connection in India as given in Format F-17A, or

In case the non-resident bidder has a business connection in India, but the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Format F-17B) along with (ii) declaration in form 10-F (as given in Format F-17C) and (iii) tax residency certificate

((ii) In case of services in nature of Fees for Technical Services & Royalty for use of equipment or instrument etc.

If the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Format F-17B) along with (ii) declaration in form 10-F (as given in Format F-17C) and (iii) tax residency certificate.

(iii) The foreign bidder is required to additionally comply with the following conditions:-

- a) If the non-resident is unable to obtain & submit tax residency certificate to CGIL within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to CGIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.
- b) Where a non-resident has a PE in India then tax will be deducted at applicable rates and no cognizance will be given to the statement/declaration of bidder that no income derived from transaction is attributable to PE in India.

Note 1:- The word permanent establishment shall include a fixed place PE or service PE or installation PE or dependent agent PE or any other PE by whatever name called.

Note 2:- In absence of above mentioned documents for respective category, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 and the benefit of reduced rate will not be given.

Note 3:- In cases where the foreign bidder is not availing the benefits of DTAA and does not furnish the PAN No., TDS will be deducted at applicable rate or @ 20% (in accordance with section 206AA) whichever is higher under Income Tax Act, 1961.

Note 4:- In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and CGIL will not bear additional tax liability (if any) arising from non-submission of documents.

Note 5- The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Note 6:- Additionally, the foreign bidder shall be required to furnish following document(s) -

- In case the non-resident has a Permanent Establishment in India, in terms of DTAA between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by CGIL, the address of Permanent Establishment or Dependent Agent is to be provided.
- In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents

(iv) Tax Incidence

If bidder insists at the time of bidding that withholding tax/TDS liability is to be borne by CGIL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Contractor based on the documents submitted by them at the time of bidding) and Withholding Tax/TDS certificate will be issued.

Provided that in case, any additional tax liability arises on CGIL due to any action of bidders like delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from contractor.

Provided further where any contractor avails tax credit on the basis of WHT certificate issued by CGIL then he shall be obligated to refund the amount of which credit has been availed by the contractor.

- In case bidder agrees to bear the WHT as per provisions of Income Tax Act, 1961 no loading on quoted prices towards WHT will be done. The Withholding tax (WHT)/TDS will be deducted from their payments due to them and WHT/TDS certificate will be issued as per Income Tax Act 1961."

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS (APPLICABLE FOR INDIAN BIDDERS)

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

48 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II.

Further, the Startups are also exempted from submission of EMDs.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

49 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

MAD is the reduction in the consideration / contract value for the jobs/works/services covered under this contract. In case of delay in execution of contract, contractor should raise invoice for reduced value as per MAD. If contractor has raised the invoice for full value, then contractor should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if contractor fails to submit the invoice with reduced value or does not issue credit note as mentioned above, MAD will release the payment to contractor after giving effect of the MAD clause with corresponding reduction of taxes charged on Contractor's invoice, to avoid delay in payment.

In case any financial implication arises on CGIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of contractor. CGIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by CGIL in future to the Contractor under this contract or under any other contract.

50 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANT

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

51. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

CGIL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

52. DELETED

53. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY (APPLICABLE FOR INDIAN BIDDERS)

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

54. DELETED

55. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Works/SCC.

However, for release of payment, Contractor is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

56. DELETED

57. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of CGIL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, if specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) All successor agency will also be considered as allied agency.
- A.9 “Investigating Agency” shall mean any department or unit of CGIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the CGIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 “Obstructive practice”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CGIL’s rights of audit or access to information.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with CGIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract)

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of CGIL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, CGIL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with CGIL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with CGIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning Order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in CGIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by CGIL	2years
4	If act of vendor/ contractor is a threat to the National Security	2years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months. Period of suspension can be by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from CGIL.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of CGIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-II to Section-III

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization. Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with CGIL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 Methodology

(i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs.50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

(iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action

(iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of CGIL.

- (v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1 FOR PROJECTS

- (i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- (ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-A) for all Orders and Contracts.
- (iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future. When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A. Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

**(a) First Instance: Holiday for One Year
(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

- (i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- (ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-B) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge
- (iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.

- (iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- (v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday for One Year

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two(2) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of One Year

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Two Years

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 34.2.3 of GCC-Works)

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two(2) Year.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant:

Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

8.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

8.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to CGIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, CGIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of CGIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CGIL to the government exchequer, then, that Supplier shall be put under Holiday list of CGIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on CGIL.

Coal Gas India Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allotted				

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**PERFORMANCE RATING DATA SHEET
(FOR O&M)**

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING ()**

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

**Instructions for allocation of marks
(For O&M)**

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE

40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE

40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	

i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

- 1 The Bid shall be submitted in electronic format (through CPP portal) as per given time schedule.

- 2 **Instruction for Online Submission of Bid**

Instructions to the Bidders to submit the bids online through the e-tendering website i.e. **Central Public Procurement (CPP) Portal** Government of <https://eprocure.gov.in/eprocure/app> (if, needed, CPP Portal helpline number should be used for latest update in this regard.

1. Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. **No other mode of Bidding shall be allowed.**
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for **e-tendering**.

Foreign Bidders to visit CPP website (<https://eprocure.gov.in/eprocure/app>) for procedure for obtaining Digital Signature Certificate (DSC).

3. Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/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.
4. Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
5. 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 / Smart Card, should be registered.
6. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
7. Contractor/Bidder may go through the ITB / tenders published on the site and download he required ITB documents/schedules for the tenders he/she is interested.
8. After downloading /getting the ITB / Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

9. If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
10. 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 eToken / Smart Card to access DSC.
11. Bidder selects the tender which he / she is interested in by using the search option & then moves it to the 'my tenders' folder.
12. From my tender folder, he / she selects the tender to view all the details indicated.
13. 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.
14. 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, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
15. If there are any clarifications, this may be obtained through the sites, 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.
16. 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.
17. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the TIA, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
18. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets/Covers.
19. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
20. 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.

21. 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.
22. 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.
23. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates 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 the tender.
24. The Bidders are requested to submit the bids through online e-tendering system to the 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Data storage encryption of sensitive fields is done.
30. 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.
31. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

- 21.3 Bidder can also download the Tender document from CPP portal <https://eprocure.gov.in/eprocure/app> / PDIL Website <https://www.pdilin.com> / CIL website <https://www.coalindia.in> / GAIL website <https://www.gailtenders.in>.

However, Bid must be submitted by the bidder through e-tendering website only i.e. **Central Public Procurement Portal (CPPP)** Government of India (<https://eprocure.gov.in/eprocure/app>) on or before bid due date and time mentioned in the Invitation For Bid (IFB).

- 21.4 **Physical Bid, Bid through e-mail/Post/Fax/CD etc. are not permitted.** The electronic bids (e-bids) submitted online through above Central Public Procurement Portal (CPPP) of Government of India shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including Priced bid on above Central Public Procurement Portal (CPPP) of Government of India only.

- 21.5 However, in addition to submission of e-bids as above, bidders are required to submit **the original documents (EMD/POA/TPIA/Integrity Pact/Letter of Credit) in following manner**

The documents shall be in a sealed envelope which should reach on or before the e-Bid submission Due Date and time at the address mentioned below.

Titled as “**Original Documents for NIT No..... and Name of the Project**”

Projects & Development India Limited,
(Materials Management Department)
P.D.I.L Bhawan, A-14, Sector-1,
Noida , (India)

Attention:

Ms. Anjali Thakur

Dy. General Manager (MM)

E-mail: anjali@pdilin.com/ mksenapati@pdilin.com

ANNEXURE-IV TO SECTION-III**BIDDING DATA SHEET (BDS)**

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description:				
1.1	The Invitation for Bids/ Tender no is : PNMM/PC-217/E-001 DATED 10.10.2025				
1.1	The Employer/Owner is: Coal Gas India Limited				
1.2	The name of the Works/Services to be performed is: Coal Gasification Plant for proposed Coal to Synthetic Natural Gas on a Lump-Sum Turnkey Basis with Single Point Responsibility basis, at Bardhaman, West Bengal				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td align="center">✓</td> </tr> <tr> <td>NOT APPLICABLE</td> <td align="center">X</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	X
APPLICABLE	✓				
NOT APPLICABLE	X				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India) Kind Attention: Ms. Anjali Thakur, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2529842 E-mail: anjali@pdilin.com; alam@pdilin.com				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : As per SCC/Scope of Work.				
12	Deleted				
13	Deleted				

13.1.10	Details of Employer: <table border="1" data-bbox="405 255 1273 546"> <tr> <td data-bbox="405 255 767 405">Employer</td><td data-bbox="767 255 1273 405">Coal Gas India Limited VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378</td></tr> <tr> <td data-bbox="405 405 767 472">GST No.</td><td data-bbox="767 405 1273 472">19AAMCC562711Z3</td></tr> <tr> <td data-bbox="405 472 767 546">PAN No.</td><td data-bbox="767 472 1273 546">AAMCC56271</td></tr> </table>	Employer	Coal Gas India Limited VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378	GST No.	19AAMCC562711Z3	PAN No.	AAMCC56271
Employer	Coal Gas India Limited VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378						
GST No.	19AAMCC562711Z3						
PAN No.	AAMCC56271						
15	The bid validity period shall be Nine (09) months from final 'Bid Due Date'.						
16.1, 16.9 & 38.6	In cas'e 'Earnest Money / Bid Security' or “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheq'ue', or 'Insurance Surety Bond' / 'Fixed Deposit Receipt'the same should be favor of Coal Gas India Limited, payable at Delta Tower Branch , Salt Lake, Kolkata In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of CGIL's Bank account are as under: Account Holder's Name:Coal Gas India Limited Account Number:833505000081 IFSC Code: Delta Tower Branch , Salt Lake, Kolkata Other details: Delta Tower Branch , Salt Lake, Kolkata Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in CGIL's Bank Account.						
D. SUBMISSION AND OPENING OF BIDS							
ITB clause	Description						
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.						
22.2, 26 of ITB and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB and 22.2 of Section-III and Bid Opening Purpose, the Owner's address is : M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Ms. Anjali Thakur, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063						
E. EVALUATION, AND COMPARISON OF BIDS							
ITB clause	Description						
32	Evaluation Methodology is mentioned in Section-II.						

34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017					
33	Compensation for Extended Stay:					
	APPLICABLE	✗				
	NOT APPLICABLE	✓				
F. AWARD OF CONTRACT						
ITB clause	Description					
37	State of India which stamp paper is required for Contract Agreement:					
38	Contract Performance Security/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td> <td>✓</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>✗</td> </tr> </table> The value/ amount of Contract Performance Security/ Security Deposit: SD/ CPS @10% of Total order/ contract value within 30 days of FOA/ notification of award. Or, Initial Security Deposited (ISD) @ 5% of Total Contract value within 30 days of FOA/ notification of Award and deduction @ 10% of the RA Bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of total contract value.)		APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓					
NOT APPLICABLE	✗					
39.3	~~Name and contact details of nodal officer are as under:~~ Shri Tel: Email:					
Annexure-V to Section-III (PP-LC Policy)	Whether tendered item is non-split able or not-divisible :					
	YES	✓				
	NO	✗				
41	Provision of AHR Item :					
	APPLICABLE	✗				
	NOT APPLICABLE	✓				

44	Quarterly Closure of Contract:	
	APPLICABLE	✓
	NOT APPLICABLE	✗
48	Applicability of provisions relating to Startups:	
	APPLICABLE	✗
	NOT APPLICABLE	✓
SCC	Deleted	
Clause no. 27.3 of GCC	Bonus for Early Completion	
	APPLICABLE	✓
	NOT APPLICABLE	✗

ANNEXURE-V TO SECTION-III

**POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT
(PREFERENCE TO MAKE IN INDIA), ORDER 2017**

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.

'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

- a. 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."
- b. 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



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



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



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/



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

Page 8 of 10

2

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,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. 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.

15. **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.
16. **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.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. 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
 - f. 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



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.



(Himani Pande)

Additional Secretary to the Government of India

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UNDERTAKING FOR APPLICABILITY OF POLICY
(APPLICABLE FOR MSEs and CLASS-I LOCAL SUPPLIER ONLY)

NOT APPLICABLE

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II
LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s COAL GAS INDIA LIMIT__

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s_____ (*Name of Bidder*) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

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

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and CGIL will take action as per provision of tender document.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION**

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir

“We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____ (***Name of the bidder***) hereby certify that as per definition specified in policy, M/s._____ (***Name of the bidder***) is

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s_____ (***Name of Bidder***) quoted vide offer No. _____ dated _____ against tender No._____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of% .

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by 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)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

ANNEXURE-VI TO SECTION-III

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY
MANUFACTURED IRON & STEEL (DMI & SP) PRODUCTS**



भारत का राजपत्र The Gazette of India

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अधिसूचना

नई दिल्ली, 1 अप्रैल, 2025

सा.का.नि. 213(अ).— घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने वाली पूर्ववर्ती निति का अधिक्रमण करते हुए सरकारी अधिप्राप्ति में घरेलू रूप में विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने हेतु संशोधित घरेलू रूप में विनिर्मित लौह एवं इस्पात उत्पाद नीति- 2025 को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है।

सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025

1. पृष्ठभूमि

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित, परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों तथा परिशिष्ट ख में अधिसूचित लौह एवं इस्पात उत्पादों के विनिर्माण हेतु पूंजीगत माल पर लागू होती है। यह नीति वाणिज्यिक पुनर्विक्रय के उद्देश्य अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

2. परिभाषाएं

- 2.1 बोलीदाता लौह एवं इस्पात का कोई घरेलू/विदेशी विनिर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित परियोजनाओं में बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।
- 2.2 घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआईएंडएसपी) वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजैड) शामिल हैं।
- 2.3 घरेलू विनिर्माता खंड 7 में दिशा निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम के अनुसार 'विनिर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक विनिर्माता है।
- 2.4 इस नीति के प्रयोजन से सरकार का तात्पर्य भारत सरकार से है।
- 2.5 सरकारी एजेंसियों में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 एमओएस का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 निवल बिक्री मूल्य इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 अर्ध-तैयार इस्पात (सेमी-फिनिशड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूमस और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 तैयार इस्पात (फिनिशड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।
- 2.10 एल1 का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।
- 2.11 खरीद वरीयता के मार्जिन का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए होगा।
- 2.12 'मेल्ट एंड पोर' को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात का निर्माण करने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर का उद्गम स्थल (सीओएम) कहा जाता है। सीओएम वह मूल स्थान है जहाँ कूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।
- 2.13 घरेलू मूल्य संवर्धन का अर्थ है - भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू
अप्रत्यक्ष करों को छोड़कर) – वस्तु में आयातित सामग्री का मूल्य
(सभी सीमा शुल्कों सहित)}

----- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

3. अपवर्जन

3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यक्षीन छूट प्रदान की जा सकती है।

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा

3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।

3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

4. स्थायी समिति

4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।

4.2. इस समिति में उद्योग/ उद्योग संघ/ सरकारी संस्था अथवा निकाय/ इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :

4.2.1 इस नीति के कार्यान्वयन की निगरानी करना।

4.2.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और 'घरेलू मूल्य वर्धन' की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित करना।

4.2.3 पैरा 3 के अनुसार प्रापण एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।

4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।

4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।

4.3 जहां भी प्रापण इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्रापण इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेजों के साथ प्रमाणित करना होगा।

4.4 बोली दस्तावेज में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/अंशतः वित्तपोषित किया जाता है।

5.2 यह नीति सार्वजनिक क्षेत्रों के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/इकाइयों पर लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत मालों (परिशिष्ट-ख) की अधिप्राप्ति के लिए लागू है, न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से।

5.3 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.4 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.5 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता को पूरा करने के लिए को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

6.1 प्रापण एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 परिशिष्ट-क और परिशिष्ट-ख के तहत आने वाले उत्पादों के घरेलू विनिर्माताओं को बोली लगाते समय नीति में निर्धारित फॉर्म-1 के अनुसार स्थानीय सामग्री का स्व-प्रमाणन करना होगा।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकरण प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी व्यवसायिक लागत लेखाकार या व्यवसायिक चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणीकरण प्रस्तुत करना होगा, जिसमें यह घोषित किया जाएगा कि लौह एवं इस्पात उद्योग में उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, क्योंकि निविदा की कुछ प्रतिबंधात्मक शर्तें हैं, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वे उचित पारस्परिक प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएंगे।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है जो भारतीय कंपनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त अनुबंध जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के ध्यान में आता है।

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करें।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता के द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण एजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। इस शास्ती में ऐसे विनिर्माता/ सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लेकलिस्ट किया जाना शामिल हो सकता है।

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।

7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।

7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

परिशिष्ट-क

क्र.सं.	लौह एवं इस्पात उत्पाद	एचएस कोड	स्थिति
1	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल्ड उत्पाद, हॉट रोल्ड, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	मेल्ट एंड पोर
2	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोल्ड (रिड्यूज्ड किया हुआ), नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	मेल्ट एंड पोर
3	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	मेल्ट एंड पोर
4	600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	मेल्ट एंड पोर
5	600 मि.मी. कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	मेल्ट एंड पोर
6	लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से बूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	मेल्ट एंड पोर
7	लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	मेल्ट एंड पोर
8	लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स	7215	मेल्ट एंड पोर
9	लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शनस	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात की वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7219	मेल्ट एंड पोर
12	600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7220	मेल्ट एंड पोर
13	स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शनस	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के तार	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	मेल्ट एंड पोर
16	कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप	7303	मेल्ट एंड पोर
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	मेल्ट एंड पोर
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान	7305	मेल्ट एंड पोर

	रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	मेल्ट एंड पोर
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	मेल्ट एंड पोर
21	स्टेनलैस स्टील का अनियमित रूप से बूंद क्वाइल में बार्स और रॉड, हॉट रोलड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील की वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्र धातु इस्पात का फ्लैट-रोलड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोलड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से बूंद क्वाइल में बार्स और रॉड, हॉट रोलड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रिल बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	मेल्ट एंड पोर
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	मेल्ट एंड पोर
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	मेल्ट एंड पोर
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	मेल्ट एंड पोर
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलद्रवी गैस के लिए कन्टेनर	7311	मेल्ट एंड पोर
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	मेल्ट एंड पोर
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बावर्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	मेल्ट एंड पोर

34	लौह अथवा इस्पात वायर का डील, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	मेल्ट एंड पोर
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	मेल्ट एंड पोर
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	मेल्ट एंड पोर
37	लौह एवं इस्पात की वस्तुएं	7317	मेल्ट एंड पोर
38	लौह एवं इस्पात की वस्तुएं	7318	मेल्ट एंड पोर
39	लौह एवं इस्पात की वस्तुएं	7319	मेल्ट एंड पोर
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	मेल्ट एंड पोर
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट बॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	मेल्ट एंड पोर
42	लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	मेल्ट एंड पोर
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	मेल्ट एंड पोर
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्ट्स	7324	मेल्ट एंड पोर
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	मेल्ट एंड पोर
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	मेल्ट एंड पोर
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्व-चालित नहीं है	8605	मेल्ट एंड पोर
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	मेल्ट एंड पोर
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा	8607	मेल्ट एंड पोर

परिशिष्ट ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चे माल की रख-रखाव प्रणाली	पाउडर्ड मैटेरियल के लिए एप्रोन फीडर, बैरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टेंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन ऐयर कंडीशनिंग, फ्यूड कप्लिंग, फोर्क लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/ पैडल फीडर, न्यूमेटिक टुलाई - डेस एवं लीन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/ फ्लड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिपलर्स, ट्रांसफर कार, टॉग्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइनडिंग मिल, कनवेंशनल स्क्रीन, स्लरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%
3	कोक ओवन	कोक ओवन सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्रांच पाईप के साथ वेस्ट गैस वाल्व, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, वाल्व बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिवर्सिंग मेकेनिज्म, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/ रिवर्सिंग कॉक्स, लेवल II ऑटोमेशन, ओवन मशीन	50%
4	उपोत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टैटिक डार प्रेसिपिटेटर, एच2एस, एनएच3 और नैप्थलिन स्कर्वर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिक्व पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिक्टेर्स	50%
5	सिंटर संयंत्र उपस्कर	पेलेट कार, ड्राइव/ डिस्चार्ज एंड स्प्रोकेट एसेम्बली कवर्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, सिन्टर मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपस्कर	पेलेट कार, ड्राइव/ डिस्चार्ज एंड स्प्रोकेट एसेम्बली, कवर्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, इनडूरेटिंग मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला	50%

		मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	
7	ब्लास्ट फर्नेस उपस्कर	ब्लीडर वाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस क्लिलिंग प्लांट प्रणाली, इसके बाइस-पास वाल सहित टॉप रिकवरी ट्रबाइन सिस्टम, डि-ब्रिकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइन्डिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एब्व बर्डन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हर्थ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन संयंत्र उपस्कर	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, ट्रबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, सीओ ₂ रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपस्कर	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गर्निंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेंशन प्रणाली, ट्रनिअन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लर्पिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोविंग/बोटम स्टीरिंग के लिए वाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/ हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, हॉट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लग पोट, स्लग पोट ट्रांसफर कार, स्क्रैप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी डस्टिंग सक्शन हूड, टीमिंग/ एच एम, लेडल रिलाइनिंग स्टैंड, स्टैंड कूलिंग स्टेक इंस्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिगेशन सिस्टम, स्क्रबिंग टोवर सेल – वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, स्लग रिटेनिंग उपकरण शामिल हैं।	50%
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फर्नेस लोवर सेल, अपर सेल और रूफ, टिल्टिंग प्लेटफार्म, फर्नेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगूलेशन प्रणाली, , हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल । एंड ॥ आटोमेशन सिस्टम के पार्ट्स। एल एफ – वाटर कूल्ड लेडल रूफ, इलेक्ट्रोड मास्ट	50%

		एंड आमर्स, इलेक्ट्रोड रेगुलेटिंग सिस्टम, वायर फिडिंग सिस्टम, बोटम इनर्ट गैस स्टिरिंग वाल सिस्टम पोरस प्लग और टॉप लांस के लिए, इमरजेंसी लांस प्रणाली, ड्राइव यूनिट के साथ लांस कैरिज सिस्टम, स्वचालित तापक्रम, सैंपलिंग और बाथ लेवल/ ओ2 मेजरमेंट, टेम्प्रेचर और आक्सीजन इमर्जन लॉस, ड्राइव यूनिट के साथ लांस कैरिज सिस्टम, हाइड्रोलिक सिस्टम, रिफैक्ट्री, लेडल रूफ डेल्टा पोर्शन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, वेक्यूम वेसेल, वेसेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिंग सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/ स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफैक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफ्टिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेइंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टेड, क्रेन, होइस्ट, टेम्प्रेचर और सेम्पलिंग टिप्स, लेडल स्टैंड, ई एस पी, डिडकिंग हूड, रिफैक्ट्री, बेग फिल्टर, क्रेन इत्यादि।	
11	कन्टिन्यूयस कास्टिंग उपस्कर	लेडल टरेट, लेडल कवर मेनिपुलेटर, लेडल श्राउड मेनिपुलेटर, टनडिस कार, कंटिन्यूअस टनडिस टेम्प्रेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रॉड मैकेनिज्म, इमरजेंसी कट-ऑफ गेट, मोल्ड एसेम्बली, नोजल क्लिच चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्राल एंड स्ट्रेटिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेबरेर, मार्किंग मशीन, टेक्नोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफैक्ट्रीज, स्ट्रेंड गॉडे सेगमेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेगमेंट मेनटेनेंस इक्वूपमेंट टनडिस मेनटेनेंस इक्वूपमेंट, ई एम बी आर सिस्टम	50%
12	फ्लेट प्रोडक्ट मिल	लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, एंड स्पिंडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/ टेनशन रिल/ अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स	50%
13	लॉग प्रोडक्ट मिल	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स; रोलर टेबल, कॉयलर / टेंशन रिल / अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कान्टेक्ट गॉज/ प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	50%

*परिशिष्ट ख में उल्लिखित मदें इस्पात विनिर्माण के लिए पूंजीगत माल की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इस्पात विनिर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जायेगा।

प्रपत्र- 1

लौह एवं इस्पात उत्पादों/ पूंजीगत माल में घरेलू मूल्यवर्धन के संबंध में 100/- रुपए मूल्य के स्टाम्प पेपर पर दिए जाने के लिए स्व-प्रमाणन शपथ-पत्र हेतु प्रारूप

तारीख:

मैं _____ सुपुत्र, सुपुत्री, पत्नी, _____, निवासी _____ एतद्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ:

कि मैं अधिसूचना सं. : _____ के माध्यम से जारी किए गए भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत हूँ।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से प्रापण करने वाली एजेंसी के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूँ।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यता के लिए जिम्मेदार हूँ।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से प्रापण करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा के लिए अयोग्य ठहराया जाऊंगा। इसके अलावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।

कि मैंने अधिसूचना संख्या _____ जिसमें सरकारी अधिप्राप्ति में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि प्रापण एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ईएमडी को जब्त करे। यह भी वचन देता हूँ कि मैं आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी शास्ति राशि का भुगतान करूंगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

- i. बोलीदाता का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तारीख जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए यह प्रमाण पत्र प्रस्तुत किया गया है।
- iv. प्रापण एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया गया है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के थ्रेशोल्ड वेल्यू को पूरा करता है।
- vi. विनिर्माता(ओं) इकाई का नाम और संपर्क विवरण
- vii. लौह एवं इस्पात उत्पादों की निवल बिक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।

- x. घरेलू स्तर पर इनपुट इस्पात की सूची और कुल लागत
- xi. यदि इनपुट इन हाऊस नहीं हो, तो कृपया आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सीआईएफ मूल्य के ब्रेक-अप के साथ भारतीय पोर्ट पर लैंडेड कोस्ट, शुल्क एवं कर, पोर्ट हैंडलिंग संबंधी शुल्क और अंतर्देशीय भाड़े की लागत का ब्यौरा।

(इकाई/ कंपनी का नाम) के लिए और की ओर से
अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

<नाम, पदनाम और संपर्क सं. की प्रविष्टि करें>

[फा. सं. 8(2)/2023-आई डी- I]

संजय राँय, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 1st April, 2025

G.S.R. 213(E).—In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

1. Background

- 1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2. The policy applies to iron & steel products notified in Appendix A and capital goods for manufacturing iron & steel products notified in Appendix B, produced in compliance with prescribed quality standards, as applicable. This policy shall not apply to the purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2. Definitions

- 2.1. **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).
- 2.3. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and the definition of 'manufacturer' as per the Central Excise Act.
- 2.4. **Government** for the purpose of the Policy means Government of India.
- 2.5. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.
- 2.6. **MoS** shall mean Ministry of Steel, Government of India.

- 2.7. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.
- 2.8. **Semi-Finished Steel** shall mean Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.
- 2.9. **Finished Steel** shall mean flat and long products, which can be subsequently processed into manufactured items.
- 2.10. **L1** means the lowest tender or the 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.
- 2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be for items in Appendix B.
- 2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.
- 2.13. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

% Domestic value addition =

$$\frac{\{\text{Total value of the item to be procured (excluding net domestic indirect taxes)} - \text{The value of imported content in the item (including all customs duties)}\}}{\{\text{Total value of the item to be procured}\}} \times 100\%$$

3. Exclusions

- 3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:
- 3.1.1. Where specific grades of steel are not manufactured in the country, or
- 3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.
- 3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. Standing Committee

- 4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.
- 4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:
- 4.2.1. Monitor the implementation of the policy.
- 4.2.2. Review and notify the list of Iron & Steel products and the 'Domestic Value Addition' requirement criteria as mentioned in Appendix A and Appendix B.

- 4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per Para 3.
- 4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.
- 4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.
- 4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.
- 4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a 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 the Committee.

5. Applicability

- 5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.
- 5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products, not with a view to commercial resale.
- 5.3. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemised basis.
- 5.4. No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.
- 5.5. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. Tender procedure for procurement

- 6.1. Procuring agencies shall follow standard procurement procedures, in accordance with instructions of the Ministry of Finance and CVC while adhering to DMI&SP policy.
- 6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.
- 6.3. Domestic manufacturers of products under Appendix-A and Appendix-B shall self-certify the local content as per form-1 placed in the policy, at the time of bidding.
- 6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorisation certificate issued by the domestic manufacturer at the time of delivery.
- 6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by 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) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

- 6.6. If 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 the procuring entities for appropriate reciprocal action.
- 6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.
- 6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.
- 6.9. 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 action shall be sent to the Standing Committee under the DMI&SP policy.
- 6.10. A supplier 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.
- 6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.
- 6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

- 7.1. The policy provisions shall be applicable for 5 years from the date of publication and may further be extended at the discretion of the Ministry of Steel.
- 7.2. MoS shall be the nodal ministry to monitor the implementation of the policy.
- 7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

Appendix-A

Sl. No	Iron & Steel Products	HS code	Condition
1	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	Melt & Pour
2	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
7	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour
15	Rails, railway or tramway track construction material of iron or steel	7302	Melt & Pour
16	Tubes, pipes and hollow profiles, of cast iron	7303	Melt & Pour
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	Melt & Pour
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	Melt & Pour
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	Melt & Pour
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	Melt & Pour
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non alloy steel	7228	Melt & Pour
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	Melt & Pour
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	Melt & Pour
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300	7309	Melt & Pour

	whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment		
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	Melt & Pour
31	Containers for compressed or liquefied gas, of iron or steel	7311	Melt & Pour
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	Melt & Pour
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	Melt & Pour
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	Melt & Pour
35	Chain and parts thereof, of iron or steel	7315	Melt & Pour
36	Anchors, grapnels and parts thereof, of iron or steel	7316	Melt & Pour
37	Articles of iron and steel	7317	Melt & Pour
38	Articles of iron and steel	7318	Melt & Pour
39	Articles of iron and steel	7319	Melt & Pour
40	Springs and leaves for springs, of iron or steel	7320	Melt & Pour
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	Melt & Pour
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	Melt & Pour
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	Melt & Pour
44	Sanitary ware and parts thereof, of iron or steel	7324	Melt & Pour
45	Other cast articles of iron or steel	7325	Melt & Pour
46	Electrical steel and other articles of iron or steel	7326	Melt & Pour
47	Railway or tramway passenger coaches, not self-propelled	8605	Melt & Pour
48	Railway or tramway goods vans and wagons, not self-propelled	8606	Melt & Pour
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	Melt & Pour

Appendix B**Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products**

Sl. No.	Plant shop	Capital goods	Domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy-duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, forklift trucks, hydraulic motors, hydraulic system, locking-assembly (friction grip), load cells, level sensors, pipe conveyor system, plough/paddle feeder, pneumatic transportation – dense & lean phase, reclaimers, radio remote control, rail fixing arrangements(special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tippers, transfer cars, tongs (special), vibration, isolation system(spring damper), wagon tippers, wagon loaders	50%
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hirate thickeners, filters, hydro clones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H ₂ S, NH ₃ & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter Plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bellies stop system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere&Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Recuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO ₂ removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module	

		i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	50%
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O ₂ measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould & segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers /tension reels / un coilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers/tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%.*

Form-1**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs. 100/-Stamp Paper****Date:**

I _____S/o,D/o,W/o,_____Resident of _____Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:_____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer(s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and in land freight cost.

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

[F. No. 8(2)/2023-ID-I]

SANJAY ROY, Jt. Secy.

ANNEXURE-VII TO SECTION III

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020, Order (Public Procurement No. 3) dated 24.07.2020 and 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. 1) dated 23.07.2020.

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 or 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
- 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.

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.

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

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.

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-I.

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

12. The sectors listed in Schedule I to this circular are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III.

The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any points raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of Sensitive technologies, either generally or for their Ministry/ Department.

[Note: "Specified Transfer of Technology" means a transfer of technology in the sectors and/ or technologies, specified above, occurring on or after 23.07.2020.]

UNDERTAKING ON LETTERHEAD

To,

M/s

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/Licensor***) 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/ Licensor***) 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:

UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,

M/s

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/Licensor***) is :

- (iii) Does not have ToT with such a country []
- (iv) 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/ Licensor***) 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:

Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Brocasting/ Print and Digital Media
(iii)	Defense
(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

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

ANNEXURE-VIII TO SECTION III

PREAMBLE TO SCHEDULE OF PRICES

1.	The "PRICE SCHEDULE (BOQ)" is in Excel format (password protected) and has been uploaded during tender creation. This will be downloaded by the bidder and bidder will quote price on this Excel file for entire scope of work as per NIT. Thereafter, the bidder will upload the same Excel file during bid submission.																																					
2.	The PRICE SCHEDULE (BOQ) format is provided in a spread sheet file (BoQ_xxxx.xls). The rates offered should be entered in the allotted space (Aqua Colour) only and uploaded after filling the relevant columns. The PRICE SCHEDULE (BOQ) template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.																																					
3.	Bidder shall quote Prices in INR, USD, EURO, GBP and JPY.																																					
4.	PRICE SCHEDULE (BOQ) consists of following fourteen (14) sheets: <table border="1"> <tr> <td>i.</td><td>SP-0 (BOQ1)</td><td>TOTAL LSTK PRICE / TOTAL CONTRACT PRICE- CURRENCY WISE</td></tr> <tr> <td>ii.</td><td>SP-1</td><td>SUMMARY OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE</td></tr> <tr> <td>iii.</td><td>SP-1 (PART - I)</td><td>BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF MATERIALS</td></tr> <tr> <td>iv.</td><td>SP-1 (PART - II)</td><td>BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF SERVICES</td></tr> <tr> <td>v.</td><td>SP-1 (PART - III)</td><td>BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - CIVIL AND STRUTURAL WORKS</td></tr> <tr> <td>vi.</td><td>SP-1 (PART - IV)</td><td>TAXES AND DUTIES</td></tr> <tr> <td>vii.</td><td>SP-2</td><td>GUARANTEED CONSUMPTION FIGURES (Case-1 & Case-2)</td></tr> <tr> <td>viii.</td><td>SP-3</td><td>MONTHLY PAYMENT SCHEDULE</td></tr> <tr> <td>ix.</td><td>SP-4</td><td>PRICE BREAK-UP OF MANDATORY / INSURANCE SPARES</td></tr> <tr> <td>x.</td><td>SP-5</td><td>BREAK-UP OF ALL CATALYSTS AND ADSORBENTS</td></tr> <tr> <td>xi.</td><td>SP-6</td><td>SCHEDULE OF DAILY / HOURLY RATES</td></tr> <tr> <td>xii.</td><td>SP-7</td><td>VENDOR'S RECOMMENED SPARES</td></tr> </table>		i.	SP-0 (BOQ1)	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE- CURRENCY WISE	ii.	SP-1	SUMMARY OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE	iii.	SP-1 (PART - I)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF MATERIALS	iv.	SP-1 (PART - II)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF SERVICES	v.	SP-1 (PART - III)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - CIVIL AND STRUTURAL WORKS	vi.	SP-1 (PART - IV)	TAXES AND DUTIES	vii.	SP-2	GUARANTEED CONSUMPTION FIGURES (Case-1 & Case-2)	viii.	SP-3	MONTHLY PAYMENT SCHEDULE	ix.	SP-4	PRICE BREAK-UP OF MANDATORY / INSURANCE SPARES	x.	SP-5	BREAK-UP OF ALL CATALYSTS AND ADSORBENTS	xi.	SP-6	SCHEDULE OF DAILY / HOURLY RATES	xii.	SP-7	VENDOR'S RECOMMENED SPARES
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5.	Price Evaluation shall be based on LSTK PRICE/ TOTAL CONTRACT PRICE quoted by Bidder in PRICE SCHEDULE "SP-0 (BOQ1)" and provisions as specified in the tender documents. In case of any variance between the quoted LSTK PRICE/ TOTAL CONTRACT PRICE in PRICE SCHEDULE "SP-0 (BOQ1)" and arithmetic total of break-up furnished by Bidder in SP-1, SP-1 (PART - I), SP-1 (PART - II) and SP-1 (PART - III) formats, the LSTK PRICE/ TOTAL CONTRACT PRICE in PRICE SCHEDULE "SP-0 (BOQ1)" shall prevail. Break-up furnished by Bidder shall be adjusted suitably in line with provisions of tender document (except for Taxes & duties as quoted in SP-1 (PART - IV)) to match the LSTK PRICE/ TOTAL CONTRACT PRICE quoted by Bidder in PRICE SCHEDULE "SP-0 (BOQ1)".																																					

6.	It is mandatory to quote prices in PRICE SCHEDULE (BOQ) and fill up figures in SP-0 (BOQ1), SP-1, SP-1 (PART - I), SP-1 (PART - II), SP-1 (PART - III), SP-1 (PART - IV), SP-3, SP-6, SP-7, SP-8 and SP-9 listed in Para 4. It will be the responsibility of the contractor to quote for all Materials/ Equipments/Services/Civil & Structural Works etc. as per scope of work defined in NIT.
7.	Total price of SUPPLIES quoted in SP-1 (PART - I) shall not exceed 60% of the total sum of the prices quoted in SP-1 (PART - I), SP-1 (PART - II) and SP-1 (PART - III). The SUPPLIES shall include but not limited to the Price of all materials complete in all respect including spares & consumables etc. upto PRILIMINARY ACCEPTANCE. In case the total prices of SUPPLIES quoted in SP-1 (PART - I) exceed the above mentioned limit, then such additional amount shall be payable to the CONTRACTOR after Mechanical Completion.
8.	Total price of 'Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering' quoted in SP-1 (PART - II) shall not exceed 10% the total sum of the prices quoted in SP-1 (PART - I), SP-1 (PART - II) and SP-1 (PART - III). The supply of Services shall include but not limited to the Price of all services complete in all respect including Basic Engineering, Detailed Engineering, installation/Erection Services including site fabrication, Transportation, Insurance, Pre- Commissioning, Commissioning, Performance Guarantee Test Run (PGTR), etc. In case the price for 'Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering' component exceed the above mentioned limit, then such additional amount shall be payable to the CONTRACTOR after Mechanical Completion.
9.	A copy of PRICE SCHEDULE (BOQ), with prices/figures completely blanked out but with the word ""Quoted" or "Not Applicable" in all columns is to be uploaded along with the TECHNICAL AND UNPRICED COMMERCIAL BID, as a confirmation of price/data quoted against each head. If the Bidder fails to quote for any item in the Price Schedule or mentions 'NOT APPLICABLE' or 'NIL', it will be implied that such item(s) are included elsewhere in the quoted prices and the bid shall be evaluated accordingly. Bidder should not club items with differing payment terms.
10.	Quoted TOTAL LSTK PRICE/ TOTAL CONTRACT PRICE in PRICE SCHEDULE, SP-0(BOQ1), shall be inclusive of all taxes, duties, licence fees, Royalty and other such levies as may be applied to the CONTRACT both in CONTRACTOR's country and in India, corporate income tax, GST, CUSTOM DUTY, BOCW Cess in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR to India in connection with the CONTRACT.
11.	Spares for start-up/ commissioning, Insurance Spares and lubricants/chemicals UPTO Preliminary Acceptance are in CONTRACTOR's scope of supplies and are to be included in the quoted LSTK PRICE/ TOTAL CONTRACT PRICE.
12.	The break-up of LSTK Price pertains to of major items without identifying individual tag nos. It will be the responsibility of the contractor to quote all materials/ equipments required for completion of work as per the contract, irrespective of whether all items are identified above or not.
13.	CONTRACTORS bringing equipment and material from outside ODISHA will have to obtain necessary registrations and take appropriate steps as required under ODISHA State Laws.
14.	The payment break-up within the parameters indicated shall be submitted and finalized in the schedule of Activities in accordance with the payment terms set out in the Special Conditions of Contract. Bidder must submit Monthly Payment and Progress schedule in a tabular form as per format provided in the tender documents.

15.	In SP-1 (PART - I) : (SUPPLY OF MATERIALS) i. Bidder shall quote Price of all imported/indigenous materials complete in all respects including Commissioning Spares, taxes and duties except those specifically asked elsewhere in the SP-1 of PRICE SCHEDULE (BOQ). ii. Prices shown in Foreign Currencies shall be considered as Import Content on CIF basis.
16.	In SP-1 (PART - IV) : (TAXES AND DUTIES) i. Bidder shall quote custom duty on merit basis. Benefit of concessional Custom duty (if available at later stage) owing to reworked contract price (refer ITB) shall be passed on to the Owner. ii. Custom duty including cess/surcharge shall be re-imbursed at actual by the owner in Indian Rupees based on submission of relevant documents and subject to the amounts as quoted by Bidder.
17.	In SP-4 : PRICE BREAK-UP OF MANDATORY / INSURANCE SPARES The Lumpsum prices for "Mandatory Spares/Insurance Spares" shall be quoted in SP-1 (PART - I) as per Section-10, Part-II, Technical and the same shall be considered for evaluation. However, details along with item-wise price for the above shall be submitted by successful bidder 6 months prior to Mechanical Completion.
18.	In SP-5 : BREAK-UP OF ALL CATALYSTS AND ADSORBENTS The Lumpsum prices for CATALYSTS, ADSORBENTS, CHEMICALS, LUBRICANTS, & CONSUMABLES shall be quoted in SP-1 (PART - I) and the same shall be considered for evaluation. Bidder to quote the break up as per format SP-5.
19.	In SP-6 : SCHEDULE OF DAILY / HOURLY RATES i. Bidder shall quote rates for various categories of employees, which should be inclusive of pay roll cost, and allowances, taxes, fringe benefits etc. But exclusive of taxes & duties for categories he proposes to employ for this Project. ii. Payment for part of the day shall be made on pro- rata basis. iii. Rates shall be used for any additional/ extra work only, if requested by Owner. iv. All rates are fixed for the duration of the CONTRACT. v. Rates to be proposed shall be used for home office work as well as for Site personnel for Technical Services and Assistance. vi. Prices quoted for Schedule of Daily/Hourly rates for change of Work Order shall not be considered for Price Evaluation purpose.
20.	In SP-7 : VENDOR'S RECOMMENDED SPARES i. Bidder shall provide Itemised Price List for Vendor's Recommended Spares 6 months prior to Mechanical Completion with validity of 2 Years. ii. Vendor's Recommended spare price shall not be considered for price evaluation.
21.	Bidder to furnish the Price Variation Clause, indicating value of all the coefficients under respective heads alongwith details of name of published index & its origin and Base Date Indices in the Technical Bid.

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE " FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5A	AGREED TERMS & CONDITIONS FOR INDIA BIDDER
F-5B	AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8A	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT / CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTION
F-15	PROFORMA FOR DETAILS OF INDIAN AGENT
F-16	INDEMNITY BOND
F-17A	CERTIFICATE OF NO BUSINESS CONNECTION IN INDIA
F-17B	CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT
F-17C	PROFORMA FORM 10F
F-18	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-19	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-20	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-21	PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE
F-22	PROFORMA OF CONTRACT AGREEMENT
F-23	PROFORMA OF THIRD PARTY DEPOSIT CONFIRMATION LETTER
F-24	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-25	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT

	PERFORMANCE SECURITY / SECURITY DEPOSIT”
F-26	LIST OF OWNER’S APPROVED BANKERS FOR BANK GUARANTEES
F-27	FORMAT OF LETTER OF NO DEVIATION

E-1
BIDDER'S GENERAL INFORMATION

To,
M/s COAL GAS INDIA LIMITED
TENDER NO:

1	Bidder Name:	M/s.....
2	Status of Firm (Indian Bidder only)	Proprietorship Firm/Partnership firm/ Public Limited / Limited Liability Partnership (LLP) firm/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3(a)	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office In case of Partnership firm, provide current address of the firm for ordering purpose..	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____
6	Bidder's address where contract is to be placed *	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and	City: _____ District: _____ State: _____ PIN/ZIP: _____

	GST no. of all such locations are to be provided).	GST No.:
8	Telephone Number & Contact Information of address where contract is to be placed	(Country Code) (Area Code) (Telephone Number) MobileNo. : e-mail ID:
9	Website	
10	E-mail Address Mobile Number:	
11	ISO Certification, if any {If yes, please furnish details}	
12	PAN No	
13	GST No.	
14	EPF Registration No. (Indian Bidder only)	
15	ESI code No. (Indian Bidder only)	
16	Whether Micro or Small Enterprise (Indian Bidder only)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No (If Yes, Please provide name of the portal)
17	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 48)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

**CGIL intent to place the contract directly on the address from where Works are rendered. In case, bidder wants contract at some other address or works to be rendered from multiple locations, bidder is required to provide in their bid address on which contract is to be placed.*

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT F-2
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

To, M/s Coal Gas India Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having our Head Office _____ (Local Address) and having net worth more than Rs 100,00,00,000.00 (Rs One Hundred Crore) or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by CGIL., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by CGIL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such _____ required _____ period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
- This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of CGIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank do hereby declare that Shri/Ms.....who is (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this day of.....20....at.....

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name
Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Email ID:
Telephone/Mobile No:
Date:

(OFFICIAL ADDRESS)

Confirmation Email ID:
IFSC code of Issuing Bank:

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB clause 16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax/Phone from where the Earnest Money Bond has been issued at sl.No2 of Form5.
6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India(Applicable for ICB tender)

MATTER TO BE MENTIONED IN COVERING LETTER TO BE
SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (v) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

FORMAT F-2A

DECLARATION FOR BID SECURITY

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (***Name of Bidder***) have submitted our offer/ bid no.

We, M/s_____ (***Name of Bidder***) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (~~as per policies of CGIL in this regard~~), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the CGIL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening'/ 'Price Bid Opening and subsequent 'Negotiations' ']

Ref:

Date:

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent 'Negotiations' & correspondence / communication against the above Tender Document:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Un-priced" Opening. Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Coal Gas India Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier/consultant” which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide LOA /FOA No. _____ dated _____ for Coal Gas India Limited having registered office at VT Centre, ECL P.S – Pandaveswar, Sonapur, Pandaveswar, Bardhaman, West Bengal, India-713378 (herein after called the “CGIL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Contractor/Supplier/Consultant shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Coal Gas India Limited, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ and having net worth more than Rs. 100, 00, 00,000.00 (rupees One Hundred crores) or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Coal Gas India Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to CGIL in such manner as CGIL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Contractor/Supplier/Consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by CGIL in writing. However, if for any reason, the Contractor/Supplier/Consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Contractor/Supplier/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Contractor/Supplier/Consultant till such time as may be determined by CGIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (Contractor/Supplier/Consultant) on whose behalf this guarantee is issued.
6. Bank also agrees that CGIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier/Consultant and notwithstanding any security or other guarantee that CGIL may have in relation to the Contractor's/Supplier's/Consultant's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by CGIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier/Consultant up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. The Bank do hereby declare that Shri/Ms.....who is the (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three

months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of CGIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

Confirmation Email ID:

IFSC Code of Issuing Bank:

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

F-5A**AGREED TERMS & CONDITIONS FOR INDIAN BIDDER**

To,
M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

BIDDER's Offer No. & Date:

This Format duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, and address (FOA/Order shall be released in this name)	Bidder's name : Address:
2.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
3.	Bidder confirms currency of quoted prices as:-	
4.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order. (except where price escalation/variation is allowed in the Tender)	
5.	Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule of Price Bid.	
5.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
5.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Schedule of Rates/ Price Bid.	
5.3	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.9 of ITB (Anti-profiteering clause)	
	Whether bidder is liable to raise E-Invoice as per GST Act.	
5.4	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	successful bidder.	
8.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or equivalent in US Dollars and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Bidder confirms compliance to Completion Schedule as specified in Bid document. as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance.	
10.	(i) Bidder confirms acceptance of Mutually agreed Damages for delay in completion schedule specified in Bid document. (ii) Bidder confirms acceptance of Mutually agreed Damages for meeting works cost guarantee figures specified in Bid document	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
12.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of CGIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of CGIL or their relative is a partner.	
14.	Bidder confirms that all correspondence must be in ENGLISH language only.	
15.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
16.	<u>No Deviation Confirmation:</u> It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
17.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government 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 Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
18.	Bidder hereby confirms that they are not on 'Holiday' by CGIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of CGIL/CIL/PDIL Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of CGIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CGIL by them.	
19.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
20.	Bidder confirms that they have read and understood the General Conditions of Contract & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Works.	
21.	Bidder certifies that they would adhere to the Fraud Prevention Policy of CGIL and shall not indulge themselves or allow others (working in CGIL) to indulge in fraudulent activities and that they would immediately apprise CGIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of CGIL is liable to be treated as crime and dealt with by the procedures of CGIL as applicable from time to time.	
22.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
24.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13 of Section-III.	
26.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
27.	Bidder to confirm 10% Mobilisation advance is required	Yes / NO

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-5B

AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

BIDDER's Offer No. & date:

This Format duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	The address of the Fixed Place Permanent Establishment (PE) or name & address of the Dependent Agency PE of Foreign Bidder as per clause no.46 of ITB of Tender Document.	
3.	Bidder confirms currency of quoted prices as:--	
4.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: d) EMD/ Bid Security No. & date e) Value f) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
5.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order. (except where price escalation/variation is allowed in the Tender)	
5a.	For Foreign bidder who is not having the Permanent Establishment/ Tax Residency in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of Services/ Works shall be payable by CGIL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and CGIL makes payment of IGST under Reverse Charge to Exchequer, subject to provisions mentioned in clause no.13.2 of ITB.	
5b1.	In case Foreign bidders is having the Permanent Establishment/ Tax Residency in India/ GST Registration, confirm quoted rates of GST (CGST & SGST/UTGST or IGST).	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
5b2	In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) in respect of Services/ Works shall be as per provision applicable to Indian bidder mentioned at clause no.13.1 of ITB.	Noted

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5b3	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.9 of ITB. (Anti-profiteering clause)	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
8.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or equivalent in US Dollars and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	(i) Bidder confirms acceptance of Mutually Agreed Damages for delay in completion schedule specified in Bid document. (ii) Bidder confirms acceptance of Mutually Agreed Damages for meeting works cost guarantee figures specified in Bid document.	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
12.	Bidder confirms their offer is valid for period specified in BDS from from the final 'Bid Due Date'.	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of CGIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of CGIL or their relative is a partner.	
14.	Bidder confirms that all correspondence must be in ENGLISH language only.	
15.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
16.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Schedule of Rates /Price Bid.	
17.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not	
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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government 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 Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
19.	Bidder hereby confirms that they are not on 'Holiday' by CGIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of CGIL/CIL/PDIL Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of CGIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.	
20.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
21.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
22.	Confirm ANY ONE of the following as per 'TAX INCIDENCE' at clause no.46 of ITB of Tender Document. a) Bidder insists that Tax Liability is to be borne by CGIL (the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose and Withholding Tax [WHT]	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Certificate will be issued). OR b) Bidder agrees to bear the WHT as per the provision of Income Tax Act 1961 (no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act).	
23.	Bidder confirms that they have read and understood the General Conditions of Contract & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Works.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of CGIL [available on CGIL's website (www.CGILonline.com)] and shall not indulge themselves or allow others (working in CGIL) to indulge in fraudulent activities and that they would immediately apprise CGIL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of CGIL is liable to be treated as crime and dealt with by the procedures of CGIL as applicable from time to time.	
25.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13 of Section-III.	
28.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
29.	Bidder to confirm 10% Mobilisation advance is required	Yes / NO

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in CGIL issued the tender, by filling up the Format)

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-8 (A)**CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced ☐ part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD / Declaration for Bid Security (as applicable) as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of documents along with unpriced bid as per tender requirement.		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly ☐ signed by authorised person(s)		
3.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
4.0	Confirm that Undertaking as per Form 2 of Annexure-V to Section-III and statutory auditor certificate as per Form 3 of Annexure-V to Section-III have been submitted (applicable for PP-LC bidder). (Applicable for all bidders)		
5.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted		

	by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
6.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name& Designation:

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	(a) (b) (c)		Yes/No	
	Experience of bidder acquired as a subcontractor	Certificate from End User		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	Any other technical criteria in BEC	(a) (b) (c)		Yes/No	
Financial BEC					

1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

F-9

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. Coal Gas India Limited

Dear Sir,

This is to certify that M/s (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for CGIL's Tender No. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF PRECEDING THREE FINANCIAL YEARS::

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years	

B. NETWORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year ____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR::

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions***

Notes:

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:

Chartered Accountant/CPA

Date:

Membership No.:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

UDIN :

Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of ~~JV~~/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11**BIDDER'S QUERIES FOR PRE BID MEETING**

To,
M/s COAL GAS INDIA LIMITED

Sub :

Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	PDIL/OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB..

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

F-12

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor Name :
2. Vendor Code:
3. Vendor Address:
4. Vendor e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Coal Gas India Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Coal Gas India Limited responsible.

(Signature of vendor)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

INTEGRITY PACT

INTRODUCTION:

CGIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (CGIL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by CGIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

Bidder is required to sign the Integrity Pact with CGIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with CGIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass CGIL’s confidential information to any third party unless specifically authorized by CGIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any CGIL associate.
- f) The Counterparty shall not make any false or misleading allegations against CGIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, CGIL shall be entitled to terminate the Contract. Further, CGIL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by CGIL, in terms of Integrity Pact(IP) which forms part of CGIL Tenders / Contracts.

- i) ~~Shri Yogendra Tripathi (email id : yogendratripathi@yahoo.com)~~
- ii) ~~Shri Amrit Lugun (email id : asha74lugun@gmail.com)~~

~~This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Yogendra Tripathi , Email id : yogendratripathi@yahoo.com & Shri Amrit Lugun , Email id : asha74lugun@gmail.com or with CC to them through their Nodal Officer- Sh. T Xalxo, GM (C&P) Email txalxo@CGIL.co.in, CGIL (India) Limited, CGIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi 110066. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and CGIL authorities concerned for their disposal as per extant guidelines."~~

INTEGRITY PACT

(To be executed on plain paper)

Between CGIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as “Principal ”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

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

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

- iii) The Principal will exclude from the process all known prejudiced persons.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

- 1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. 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 cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**.

Section 4 – Compensation for Damages

- 1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

- 1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
- 2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

Section 7 – Criminal charges against violating Bidder (s) /

Contractor (s) / Sub-contractor (s)

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the C&MD, CGIL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management 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.

7. The Monitor will submit a written report to the C&MD, CGIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the C&MD, CGIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, CGIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, CGIL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

(Office Seal)

Place -----

Date -----

(For & on Behalf of

Bidder/Contractor)

(Office Seal)

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

F-14**FREQUENTLY ASKED QUESTIONS (FAQs)**

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document.
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer FAQs as available on E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Start-Ups?	Refer Clause No. 48 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

F-15
PROFORMA FOR DETAILS OF INDIAN AGENT
(for applicability refer clause 21.5 of Section-III)

To,
M/s COAL GAS INDIA LIMITED

TENDER NO:

Dear Sir,

Following are the details of Indian agent/ representative:

S. No	Description	Bidder's response
1.	Name & address of agent / representative in India.	
2.	The precise relationship between the bidder and their agent/representative in India.	
3.	The mutual interest which the bidder and Agent / Representative in India have in the Business of each other.	
4.	Any payment which the Agent /Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent / Representative in India.	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable	
7.	All services to be rendered by the Agent / Consultant / Representative.	
8.	Bidder to confirm copy of agreement with their Indian Agent is enclosed in unpriced bid.	

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

Note: Aforementioned information's need to be supported with necessary documents.

F-16
INDEMNITY BOND

WHEREAS Coal Gas India Ltd. (hereinafter referred to as “**CGIL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at VT Centre, ECL P.S – Pandaveswar, Sonapur, Pandaveswar, Bardhaman, West Bengal, India- 713378 has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

CGIL has also advised the Contractor to execute an Indemnity Bond in general in favour of CGIL indemnifying CGIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of CGIL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified CGIL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against CGIL under or in relation to this contract. The Contractor undertakes to compensate and pay to CGIL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by CGIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with CGIL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of CGIL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which CGIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of CGIL are settled by the Contractor and/or CGIL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

F-17A

UNDERTAKING FOR NO BUSINESS CONNECTION IN INDIA
FORMAT OF DECLARATION BY THE SELLER THAT THE SELLER DOES NOT HAVE
A BUSINESS CONNECTION IN INDIA

This is to certify that.....(Name of the entity) a company /LLP/Partnership Firm etc. in(Country) having its registered office at (Address of company)

1. Is a tax resident of; and
2. Till 31 March, we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March, we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection of fixed base as stated herein above.

For

(Authorized Signatory)

Name:

Address:-

Local Contact No.(with ISD Code) :-

Email ID:-

F-17B

UNDERTAKING FOR NO PE IN INDIA
FORMAT OF DECLARATION BY THE SELLER THAT THE SELLER DOES NOT HAVE
A PERMANENT ESTABLISHMENT (PE) IN INDIA

We, the beneficiary, hereby confirm as follows:

1. We are resident of a _____ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the _____ (Contracting State) and the Government of the Republic of the _____ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income ("Treaty") and are eligible to claim relief under the provisions of the Treaty including Article 5.
2. Till 31 March, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March, we have no intention to have a fixed base or permanent establishment in the _____ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Authorized Signatory

(Name & designation of the person & seal)

F-17C

**[For entities Located in Country or specified territories with which India has DTAA]
(This Form contains Form 10F as per Indian Income Tax Act, 1961)**

Form 10 F

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Indian Income-tax Act, 1961

I..... *son/daughter of Mr..... in the capacity of
..... (designation) do provide the following information, relevant to the previous year.
..... *in my case/in the case of. for the purposes of sub-section (5) of *
section 90/section 90A:—

Sl. No.	Nature of information	: Details#
(i)	Status (individual; company, firm etc.) of the assessee	:
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:

2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number (If allotted):

Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the day of.

.....

Signature of the person providing the information

Place:

Notes :

1. Copy of supporting documents to be provided for the details mentioned.
- 2.*Delete whichever is not applicable.
3. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

F-18
FORMAT FOR CONSORTIUM AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONSORTIUM/JV AGREEMENT

This Consortium Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the "Member-I"/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – II'/ 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III'/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of

(Name of Project) of M/s (herein after called the 'Owner').

WHEREAS, the Owner invited bids vide its bid document no. for the work of

AND WHEREAS as per tender documents, Consortium entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium bidder shall provide in its bid a Consortium Agreement in an acceptable format in which the Members to the Consortium are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium hereby confirm that the name and style of the Consortium shall be Consortium.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium (if selected by the Owner), we the Members to the Consortium, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual

obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium and the entire execution of the Contract.

3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Delhi shall have exclusive jurisdiction in all matters arising thereunder.
9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.
10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....
Signature
Designation

For M/s. (..... Member-II
.....
(Signature of authorised Representative)

Name:

Designation:

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

For M/s. (..... Member-III
.....
(Signature of authorised Representative)

Name:

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s CGIL (INDIA) LIMITED
.....

SUB:
PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i)	Applicable to us	[]
(ii)	Not Applicable to us	[]

(Supplier is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by CGIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to CGIL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then CGIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

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

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by CGIL (India) Ltd. in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Coal Gas India Ltd.

We further absolve Coal Gas India Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:

PROFORMA OF BANK GUARANTEE FOR ADVANCE/PROGRESIVE PAYMENT

(To be submitted on non judicial stamp paper of appropriate value as per Stamp Duty Act)

Bank Guarantee No..... dated.

To,

.....
.....,
.....

Dear Sirs,

In consideration of M/s a Company incorporated under Companies Act, 1956 and having its registered office at "..... [hereinafter referred to as 'OWNER', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to make an advance payment of Rs. _____ [Rupees _____] in one or more installments to M/s _____ a company incorporated under _____ Act and having its registered office at _____ [hereinafter referred to as "CONTRACTOR" which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], provided the CONTRACTOR furnishes a bank guarantee for the said sum of Rs. _____ [Rupees _____] as required under the terms and conditions of CONTRACT / Work Order / Purchase Order No _____ dated _____ [hereinafter referred to as "the Order"] placed by OWNER on the said CONTRACTOR, we _____, a banking company incorporated under the Banking Regulations Act, having our registered office at _____ [hereinafter referred to as "the BANK" which expression shall include its successors and assigns] do hereby undertake to pay OWNER an amount not exceeding Rs. _____ [Rupees _____] on demand made by OWNER on us due to default in repayment of the advance and/or applicable interest thereon by the said CONTRACTOR.

1. We _____, the bank, hereby undertake to pay the amount under the guarantee without demur merely on a demand received in writing from OWNER stating that there is a default in repayment of advance and/or interest by the CONTRACTOR or that, by the reasons of the CONTRACTOR's failure to comply with the terms and conditions as stipulated in the Order or amendments(s) thereto, OWNER is of the opinion that the CONTRACTOR would not repay the said advance and/or interest thereon. The demand made on the BANK shall be conclusive as to the default and also as to the amount due and payable by the BANK under this guarantee, notwithstanding any dispute or disputes raised by the said CONTRACTOR regarding the validity of such default and we agree to pay the amount so

demanded by OWNER without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].

2. We, _____, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the recovery of the said advance along with interest thereon and that it shall continue to be enforceable till all the dues of OWNER under or by virtue of the said Order have been fully paid and its claim satisfied or discharged.
3. We _____, the bank, undertake to pay to OWNER any money so demanded notwithstanding any dispute or disputes raised by the said CONTRACTOR in any suit or proceedings pending before any court or tribunal relating thereto, as our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the said CONTRACTOR shall have no claim against us for making such payment.
4. We _____, further agree that OWNER shall have full liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the Order or to extend time for completion of the contractual obligation by the said CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by OWNER against the said CONTRACTOR and to forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONTRACTOR or for any forbearance, act or omission on the part of OWNER or any indulgence by OWNER to the CONTRACTOR or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, OWNER will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.
7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch)

8. This guarantee will not be discharged due to change in the constitution of the BANK or of the said CONTRACTOR or the provision of the contract between Supplier / Contractor and OWNER.
9. The BANK hereby agrees that the Courts in Delhi shall have exclusive jurisdiction in any matter of dispute between OWNER and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to OWNER. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
10. We, _____, the bank, lastly undertake not to revoke this guarantee during its currency, without the previous consent of the OWNER in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____. (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

PROFORMA FOR CONTRACT AGREEMENT/संविदाकरारकेलिएप्रपत्र

LOA No. CGIL / Dated Contract Agreement for the work of of CGIL (INDIA) Ltd. made on between (Name and Address) , hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and CGIL (INDIA) LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender. B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the FOLLOWS:- 1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract. 2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the	एलओए सं. गेल / दिनांक गेल)इंडिया (लिमिटेड के कार्य के लिए एक पक्षकार के रूप में) नाम और पता (, इसके बाद से "संविदाकार "कहा जाएगा)जब तक यह शब्द विषय या संदर्भ के प्रतिकूल होने के कारण हटा न दिया जाए, जिसमें इसके उत्तराधिकारी और अनुमेय वारिस शामिल होंगे (तथा दूसरे पक्षकार के रूप में गेल) इंडिया (लिमिटेड, इसके बाद से "नियोक्ता "कहा गया है)जब तक यह शब्द विषय या संदर्भ के प्रतिकूल होने के कारण हटा न दिया जाए, जिसमें इसके उत्तराधिकारी और अनुमेय वारिस शामिल होंगे (के बीच दिनांक को को करार किया गया। जबकि क. नियोक्ता निविदा दस्तावेज में उल्लिखित , शामिल या संदर्भित कुछ कार्यों, जिनमें निविदा आमंत्रण पत्र, सामान्य निविदा सूचना, संविदा की सामान्य शर्तें , संविदा की विशेष शर्तें , विशिष्टियां , ड्राइंग, योजनाएं, कार्यों को पूरा करने की समय अनुसूची , दरों की अनुसूची, सहमत परिवर्तन , अन्य दस्तावेज शामिल हैं , का निष्पादन करने के लिए निविदा आमंत्रित की है। ख. संविदाकार ने निविदा दस्तावेजों में विनिर्दिष्ट कार्यों और स्थल का निरीक्षण किया है और अपनी निविदा प्रस्तुत करने से पहले स्थल की सतह , स्तर, मृदा, उप-मृदा, तथा जमीन की प्रकृति , साइट और स्थानीय स्थितियों के स्वरूप और प्रकृति , कार्य की मात्रा, प्रकृति और विशालता , मजदूरों की उपलब्धता और कार्य के निष्पादन के लिए आवश्यक सामग्री , साइट तक पहुंच के साधनों, इस तक निम्नानुसार सहमति और घोषणा की जाती है : 1. संविदाकार द्वारा किए जाने वाले कार्य के भुगतान के लिए , संविदाकार एतद्वारा नियोक्ता को वचन देता है कि संविदाकार उक्त कार्य को विधिवत उपलब्ध कराएगा , निष्पादित और पूरा करेगा तथा संविदा में उल्लिखित या वर्णित अन्य सभी कार्यों और चीजों का निष्पादन करेगा या जो उक्त कार्य को पूरा करने के लिए इससे संबंधित हों या तर्कसंगत रूप से आवश्यक हों तथा उक्त समय में और इस प्रकार से तथा संविदा में उल्लिखित निबंधन एवं शर्तों या उल्लिखित अनुबंधों के अनुरूप हों। 2. उक्त कार्य के विधिवत प्रावधान , निष्पादन और कार्य समापन को देखते हुए, नियोक्ता एतद्वारा संविदाकार से सहमत होता है कि

CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the

नियोक्ता संविदाकार को उसके द्वारा वास्तव में किए गए और नियोक्ता द्वारा अनुमोदित कार्य के लिए दर अनुसूची के अनुसार संबंधित राशि तथा संविदाकार को ऐसी किसी अन्य देय राशि का भुगतान करेगा, और ऐसा भुगतान ऐसे समय में और इस ढंग से किया जाएगा जैसे जैसाकि संविदा में प्रावधान किया गया है।

और

- उक्त कार्य के विधिवत प्रावधान, निष्पादन और पूर्णता पर विचार करते हुए, संविदाकार एतद्वारा नियोक्ता एतद्वारा संविदाकार को दी जाने वाली सेवाओं के लिए नियोक्ता को देय ऐसी राशि का भुगतान करने के लिए सहमत होगा जैसे कि बिजली आपूर्ति, जल आपूर्ति तथा उक्त संविदा में निर्धारित अनुसार अन्य भुगतान तथा ऐसी अन्य राशि जैसे कि उपभोज्य सामग्री की नियंत्रित मदों या नियोक्ता के उपकरण, सामग्री निर्माण संयंत्र और मशीनरी को हुई हानि और क्षति के कारण देय राशि, का भुगतान संविदा में उपलब्ध कराए गए अनुसार समय और तरीके से किया जाएगा।

नियोक्ता और संविदाकार के बीच यह विशेष और स्पष्ट रूप से समझौता और सहमति हुई है कि ठेकेदार को कार्यों के निष्पादन के लिए नियोक्ता द्वारा उपलब्ध कराए गए स्थल या संविदाकार द्वारा उक्त स्थल पर भवन, ढांचों या निष्पादित कार्य या उक्त स्थल पर लाया गया माल, वस्तु, सामग्री आदि (जब तक कि यह विशेष रूप से संविदाकार से संबंधित न हो) पर कोई अधिकार, हकदारी या हित नहीं होगा तथा संविदाकार को भुगतान न किए गए बिलों पर प्रभार लेने, जो कोई भी हो, हेतु कोई ग्रहणाधिकार नहीं होगा या माना जाएगा तथा साइट या संरचनाओं पर कब्जा मांगने या बनाए रखने या नियंत्रण करने तथा नियोक्ता को साइट के पूर्ण कब्जे का कोई अधिकार नहीं होगा तथा नियोक्ता को साइट का पूर्ण अधिकार लेने और संविदाकार, उसके सेवक, एजेंट और साइट पर पड़ी संविदाकार की सामग्री को हटाने का अधिकार होगा।

संविदाकार को साइट पर केवल लाइसेंसधारी के रूप में ही कार्य के निष्पादन के लिए प्रवेश करने की अनुमति दी जाएगी तथा उसे साइट में या उस पर खड़े ढांचों पर कोई दावा, अधिकार हित नहीं होगा तथा नियोक्ता को बिना कोई कारण बताए ऐसे लाइसेंस को रद्द करने का अधिकार होगा। उक्त साइट पर पड़ी रेत, रोड़ी, पत्थर, मिट्टी का ढेर, चट्टान आदि, चाहे खोदी गई हो, या उत्खनित हो, जब तक कि अन्यथा इस संविदा में स्पष्ट रूप से सहमति न दी गई हो, विशेष रूप से नियोक्ता की होगी तथा संविदाकार को इन पर दावा करने का कोई अधिकार नहीं होगा और ऐसे उत्खनन

CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.	और सामग्रियों को नियोक्ता का मानते हुए इंजीनियर प्रभारी द्वारा समय-समयपर जारी लिखित निर्देश के अनुसार निपटान किया जाएगा।
In Witness where of the parties have executed these presents in the day and the year first above written.	इसके गवाह के रूप में पक्षकारों ने ऊपर उल्लिखित तारीख और वर्ष को उपस्थित होकर हस्ताक्षर किए हैं।

नियोक्ता के लिए और उसकी ओर से हस्ताक्षरित और प्रदान किया गया Signed and Delivered for and on behalf of EMPLOYER	संविदाकारों (के लिए और उसकी ओर से हस्ताक्षरित और प्रदान किया गया Signed and Delivered for and on behalf of the CONTRACTORS
गेल इंडिया (लिमिटेड)/CGIL (INDIA) LIMITED	) संविदाकार का नाम ((NAME OF THE CONTRACTOR)

.....

.....

.....

.....

दिनांक/Date:

दिनांक/Date:

स्थान/Place :

स्थान/Place:

दो गवाहों की उपस्थिति में / IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....

Third Party Deposit Confirmation Letter

Date: __/__/____

To,

CGIL (India) Limited,

.....

.....

.....

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR.....amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by(Name of the Bank)branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the contractor) under the PO no. / W.O. No/Tender no..... This FDR can be cashed/redeemed without any consent/letter from the contractor M/s.....(Name of the contractor) on the demand by M/s CGIL (India) Limited and the payment will be made to M/s CGIL (India) Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of CGIL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & CGIL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

- (i) This letter forms an integrated part of FDR**
- (ii) In case confirmation is required, the communication can be send to the following:**
Details for confirmations (including Address, Email Id, IFS Code and contact no.)

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**PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY
DEPOSIT/ BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s Coal Gas India Ltd.(CGIL) _____	Insurance Surety Bond No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____M/s.

_____ having their Registered / Head Office at _____(hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____[Name & address of the Insurer] at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by CGIL, the amount _____without any reservation, protest, demur and recourse. Any such demand made by CGIL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____[this date should be two (02) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures)(currency in words only)
- b) This Insurance Surety Bond shall remain in force upto _____(this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond

unless a written claim or demand is issued to the Insurer on or before the midnight of (indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of CGIL under this Insurance Surety Bond shall be valid and Shall not cease until we have satisfied that claim.

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

_____ day of _____ 20 at _____

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name

Designation

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per Power of
Attorney No. _____

Date: _____

.....
**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT / EARNEST MONEY BY
"INSURANCE SURETY BOND"**

- a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- d) The expiry date should be arrived at in accordance with "ITB: Clause".
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB:
- f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no.2 of Form F-5.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH MSURANCR SURETY BOND**

1	INSURANCE SURETY BOND NO.	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
		:	VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF INSURANCE SURETY BOND					
	(Please Tick (9) Whichever is Applicable		PERFORMANC E INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS					
(A)		EMAIL ID				
(B)		ADDRESS				
		(C)	PHONE NO			

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Coal Gas India Limited _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Coal Gas India Limited having registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 (herein after called the "CGIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify CGIL, in case of default.

The said M/s. _____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____

_____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to CGIL that if default shall be made by M/s. _____ in performing any of the terms and conditions of

the tender/order/contract or in payment of any money payable to CGIL we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to CGIL in such manner as CGIL may direct, the said amount of Rupees

_____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.
4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by CGIL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by CGIL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that CGIL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that CGIL may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by CGIL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid,

without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____granted to him by the Insurer.
10. Notwithstanding anything contained herein:
- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
 - b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of CGIL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name

Designation

Yours faithfully,

Insurer by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Insurer

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE
SURETY BOND"

- c) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- d) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- e) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- f) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
- g) The Insurance Surety Bond by Bidders will be given from insurer as specified in ITB [Section-III] of Tender Document.
- h) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- i) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR
ALONG WITH INSURANCE SURETY BOND

1	INSURANCE SURETY BOND NO.	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	PURCHASE ORDER/ LOA NO.	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (\) Whichever is Applicable _____)		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO.	:			

LIST OF OWNER'S APPROVED BANKERS FOR BANK GUARANTEES

A) NATIONALISED BANKS:

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

B) PRIVATE SECTOR BANKS:

1. Axis bank Ltd
2. Catholic Syrian Bank Ltd.
3. City Union Bank Ltd
4. HDFC Bank Ltd
5. ICICI Bank Ltd
6. IDBI Bank Ltd
7. Kotak Mahindra Bank Ltd.,
8. South Indian Bank Ltd.,
9. Tamilnad Merchantile Bank Ltd.,
10. The Federal Bank Ltd.,
11. The Jammu & Kashmir bank Ltd,
12. The Karnataka Bank Ltd,
13. The Karur Vyaya Bank Ltd,
14. Yes Bank Ltd
15. IDFC Bank.

C) FOREIGN BANKS:

1. American Express Bank Ltd,

2. Bank of American National Trust & Saving Association,
3. Bank of Tokyo – Mitsubishi UFJ Ltd,
4. Barclays Bank PLC
5. BNP Paribas
6. Calyon Bank
7. Citibank N.A.,
8. Deutsche Bank,
9. Development Bank of Singapore (DBS)
10. Hongkong & Shanghai Banking Corporation Ltd,
11. JP Morgan Chase Bank,
12. Royal Bank of Scotland
13. Standard Chartered Bank,
14. Industrial and Commercial Bank Of China (ICBC)
15. Mizuho Bank Ltd.
16. Sumitomo Mitsui Banking Corporation
17. Credit Agricole Corporate and Investment Bank

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FORMAT OF LETTER OF NO DEVIATIONS
(ON BIDDER'S LETTERHEAD)

(NIT NO : PNMM/PC-183/E-4013/NCB DATED 10.03.2022)

We * hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Amendment/ Clarifications issued by OWNER.

We further hereby confirm that the bid is submitted in accordance of Tender Document and contains no deviation and the price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda/ Amendment /Clarifications.

For and on behalf of* :

Stamp & Signature** :

Name :

Designation :

Date :

***Here fill in the name of bidder.**

****The Letter of *No Deviation* must be signed by the person (s) authorized to sign as per POA.**



COAL GASIFICATION PLANT FOR PROPOSED
COAL TO SYNTHETIC NATURAL GAS

OWNER: COAL GAS INDIA LIMITED (CGIL)

GENERAL CONDITIONS OF CONTRACT

PC-217/E-001/P-I/2.0

0

DOC. NO.

REV.

SHEET 1 OF 97



PART I: COMMERCIAL

SECTION – 2.0

GENERAL CONDITIONS OF CONTRACT



COAL GASIFICATION PLANT FOR PROPOSED
COAL TO SYNTHETIC NATURAL GAS

OWNER: COAL GAS INDIA LIMITED (CGIL)

GENERAL CONDITIONS OF CONTRACT

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1.0 SCOPE OF CONTRACT

SUPPLY OF PROCESS LICENSE, BASIC DESIGN AND DETAILED ENGINEERING, PROCUREMENT, SUPPLY, FABRICATION, INSPECTION BY THIRD PARTY INSPECTION AGENCY (TPI) AS APPLICABLE, EXPEDITING, ROUTE SURVEY FOR ODCS, INSURANCE, TRANSPORTATION OF ALL EQUIPMENT / MATERIALS TO WORK SITE, STORAGE, CONSTRUCTION AND ERECTION OF ALL CIVIL, MECHANICAL, ELECTRICAL AND INSTRUMENTATION WORKS, ASSEMBLY AND INSTALLATION, OBTAINING ALL NECESSARY STATUTORY APPROVALS, TESTING, MECHANICAL COMPLETION, PRE-COMMISSIONING, COMMISSIONING, SUSTAINED LOAD TEST RUN, PERFORMANCE GUARANTEE TEST RUN, SIX MONTHS SUPERVISORY OPERATION & MAINTENANCE ASSISTANCE AFTER GT^R, TOTAL PROJECT MANAGEMENT AND HANDING OVER OF COAL GASIFICATION PLANT AND ITS ASSOCIATED FACILITIES TO PRODUCE SYN GAS ON A LUMP-SUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY BASIS.

- 1.1 The Grant of Licence, Carrying out Basic Engineering, Detailed Engineering, Conducting HAZOP / HAZAN/SIL Study and incorporating its recommendation in the Project, Supply of PLANTS and Associated Cooling Towers, EQUIPMENT, Machinery, accessories, auxiliaries, spares and other related items, packing, supplying, arranging comprehensive insurance, primary protection and testing of individual items and assembly where necessary, construction, erection, testing, PRE-COMMISSIONING and Commissioning, PERFORMANCE AND GUARANTEE TEST RUNS as per CONTRACT specifications, supply of final DRAWINGS & DOCUMENTS etc. on LSTK basis.
- 1.2 Arrange services of ocean transportation, carry out the services of port clearance, handling, loading on Tractor/ Trucks and inland transportation up to SITE, comprehensive insurance, unloading, storage at SITE, transportation within SITE, unloading, storage, handling, site Assembly, fabrication, insulation, painting, testing, arranging commissioning spares, complete services of erection, structural and PRE-COMMISSIONING, COMMISSIONING and PERFORMANCE & GUARANTEE TEST RUNS, SLT for PLANT.
- 1.3 The CONTRACTOR shall take all necessary steps and comply with all formalities to get the CONTRACT registered with the appropriate Indian Custom Authorities to have the various imported equipments including spares, assessed as applicable. Any Government Clearances/ Permissions shall be obtained by CONTRACTOR without any additional cost to OWNER.
- 1.4 The CONTRACTOR shall be responsible on completion of CONTRACT or whenever required to undertake Customs reconciliation work with Indian custom authorities and finalise the Customs assessment by furnishing the necessary Technical Documents, technical information etc. to the said authorities.
- 1.5 Any additional equipment whether mentioned or not, but which is necessary for the satisfactory completion of the PLANT allowing subsequent operation and maintenance for achieving the guaranteed performance of the plant shall be supplied, erected and commissioned by CONTRACTOR at no additional cost to the OWNER as though such equipments were originally specified and formed part of scope of WORK.

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- 1.6 The scope of CONTRACT shall include supply of spares and consumables, solvents, catalysts, adsorbents, lubricants, chemicals for commissioning, sustained load test run, GTR and 6 months of supervisory operation and maintenance assistance after GTR1 of the plant. The scope of CONTRACT shall also include Insurance spares and Mandatory spares.
- 1.7 Handing over all spare parts to OWNER item-wise with item tags with information and in the manner desired by OWNER either upon receipt or after PRILIMINARY ACCEPTANCE OF PLANT at option of OWNER. CONTRACTOR shall also give such DRAWINGS, catalogues, sketches and literature that the OWNER shall specify in the CONTRACT.
- 1.8 Completeness of the EQUIPMENT shall be the responsibility of the CONTRACTOR. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being CONTRACTOR'S responsibility) shall be provided by the CONTRACTOR without any extra cost.
- 1.9 The true intent and meaning of these documents is that CONTRACTOR shall in all respects design, engineer, manufacture and supply the EQUIPMENT in a thorough workmanship like manner and supply the same in prescribed time in accordance with the CONTRACT.
- 1.10 The CONTRACTOR shall furnish six (06) copies in English language of technical DOCUMENTS, final DRAWINGS, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues, SOFTWARES and hardwares Editable soft copy for final drawings, CD, shall also be furnished along with above 06 copies. For all the documents and drawings the soft copy is to be given in the form of CD. The CONTRACTOR shall give copies and CD's for each drawing/document as per Part-II, Section-9 of NIT.
- 1.11 The DOCUMENTS to be submitted by the CONTRACTOR shall be firm and final when they are submitted as "As-built". The CONTRACTOR shall be responsible for any loss to the OWNER consequent to furnishing of the incorrect data/drawings.
- 1.12 All dimensions and weights should be in metric system.
- 1.13 All EQUIPMENTS to be supplied and WORK to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/acts of Government of India as may be applicable to the type of EQUIPMENT/WORK carried out and necessary certificates shall be furnished.
- 1.14 The CONTRACTOR shall provide cross-sectional drawings wherever applicable to identify the spare part numbers and their location. The sizes of bearings, their make & number shall also be furnished.
- 1.15 Specifications, design and drawings issued to the CONTRACTOR along with tender specifications and CONTRACT are not sold or given but loaned. These remain property of OWNER or his assignees and are subject to recall by OWNER. The CONTRACTOR, his employees, and SUB-CONTRACTOR and his employees shall

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not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose, the same to any person, firm or corporate authorities, without written permission of OWNER. All such details shall be kept confidential.

- 1.16 CONTRACTOR shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

2.0 CONTRACT DOCUMENTS

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) Detailed Letter of Acceptance (DLOA)
- c) Letter of Acceptance (LOALOA)
- d) Post-bid amendments
- e) Post bid Clarification and replies exchanged between OWNER and the CONTRACTOR
- f) The "Schedule of Prices" including Supplementary Price, if any submitted, by the CONTRACTOR
- g) Reply to Pre Bid Queries
- h) Part II (Technical) of the NIT document including Amendments, if any to the NIT Documents
- i) E-mails exchanged with CONTRACTOR enclosing technical documents.
- j) Instruction to Bidders including Amendments, if any, to the NIT Document
- k) SPECIAL CONDITIONS OF CONTRACT including Amendments, if any, to the NIT Document
- l) Technical Specifications and Drawings including Amendments, if any, to the NIT Documents
- m) GENERAL CONDITIONS OF CONTRACT including Amendments, if any to the NIT Document
- n) Integrity Pact (IP) signed between the OWNER and the BIDDER/CONTRACTOR

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

2.1 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1.1 Notwithstanding the sub-division of the CONTRACT document into these separate documents and/or volumes and/or heads, every part of each separate section/volume/head shall be deemed to be supplementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

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- 2.1.2 If in respect of any commercial term or condition, if any provision in the GENERAL CONDITIONS OF CONTRACT is repugnant to or at variance with any provision(s) of the SPECIAL CONDITIONS OF CONTRACT and / or the Agreed Variations or if any provision of the SPECIAL CONDITIONS OF CONTRACT is repugnant to or at variance with any provision(s) of the Agreed Variations, and the two cannot be reconciled or otherwise co-exist, then unless a different intention appears, the provision(s) of the SPECIAL CONDITIONS OF CONTRACT shall be deemed to override the provision(s) of GENERAL CONDITIONS OF CONTRACT and the provision(s) of the Agreed Variations shall be deemed to override the provision(s) of the SPECIAL CONDITIONS OF CONTRACT, but only to the extent that such repugnancy in the GENERAL CONDITIONS OF CONTRACT cannot be reconciled with the SPECIAL CONDITIONS OF CONTRACT and/or Agreed Variations or to the extent that such repugnancy in the SPECIAL CONDITIONS OF CONTRACT cannot be reconciled with the Agreed Variations, as the case may be.
- 2.1.3 Without prejudice to the provisions of the GENERAL CONDITIONS OF CONTRACT, whenever in the Bidding documents it is mentioned or stated that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the Lumpsum Price shall be deemed to have included the cost of such performance and/or provision, as the case may be.
- 2.1.4 The MATERIALS, design and workmanship shall satisfy the applicable relevant Indian standards, the job specifications contained herein and the codes referred to by expression or implication. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specification/code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions agreed between OWNER and CONTRACTOR based on good international engineering practice shall be binding on the CONTRACTOR.
- 2.1.5 In the event of any ambiguity or conflict between the Contract Documents listed in clause 2.0 above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 2.0 (CONTRACT DOCUMENTS) above
- 2.1.6 Should there be any doubt or ambiguity in the interpretation of the CONTRACT documents or contradiction therein or should there be any discernable error or omission in any CONTRACT document, the CONTRACTOR shall, prior to commencing the relative work or supply, as the case may be, apply in writing to the Project Manager for his decision for resolution of the doubt, ambiguity or contradiction or correction of the error or making good the omission, as the case may be. Should the CONTRACTOR fail to apply to the PROJECT MANAGER for his decision as aforesaid prior to commencing the relative work or supply, the CONTRACTOR shall perform the said work or make the said supply, as the case may be, at his own risk, and the provisions of Clause 2.1.9 hereof shall apply to any such work performed or supply made by the CONTRACTOR.
- 2.1.7 Notwithstanding anything provided in Clause 2.1.6 hereof above, either the CONTRACTOR or any representative of the OWNER or CONSULTANT may, at any time prior to or during the execution of the work or supply of any material or any part thereof (if the CONTRACTOR has failed to make an application as provided for in Clause 2.1.6), apply to the PROJECT MANAGER in writing for his decision in resolution of any doubt, ambiguity or contradiction or for the correction of any error or for making good the omission as the case may be.

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2.1.8 The decision of the PROJECT MANAGER on any application under Clause 2.1.6 or Clause 2.1.7 hereof shall be in writing and shall be final and binding upon the CONTRACTOR and shall form part of the CONTRACT documents, with the intent that the CONTRACT documents shall be read as though the said decision is and was at all times incorporated therein. It is clarified that in case the Contractor disagrees with the decision of the PROJECT MANAGER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.

2.1.9 In the event of the CONTRACTOR performing or executing any work or making any supply at variance with the decision of the PROJECT MANAGER as aforesaid, then such work shall, if the PROJECT MANAGER so consider necessary, be deemed to be a defective work/ supply and the provision of Clause 15.0 of GCC and associated clauses there under shall apply thereto.

2.2 Any work or supply shown, indicated or included in any description of the work, plans, drawings, Specifications and/or Price Schedule or other Contract or Bid documents shall be deemed to form part of the WORK and/or supply contracted for, as the case may be, notwithstanding failure to show, indicate or include such work or supply in any other or others among the documents aforesaid with the intent that the indication or inclusion of the work or supply within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work or supply, as the case may be, within the work and supply covered by the CONTRACT.

2.3 No verbal agreement, assurance, representation or understanding given by any employee or officer of the OWNER or so understood by the CONTRACTOR, whether given or understood before or after the execution of the contract, shall any-wise bind the OWNER or alter the CONTRACT documents unless specifically given in writing and signed by the OWNER or by the PROJECT MANAGER on behalf of the OWNER and CONTRACTOR'S authorized representative as an Agreed Variation and amendment of the relative term(s) in the contract documents.

2.4 Clause headings given in this or any other contract documents are intended only as a general guide for convenience in reading and segregating the general subject of the various Clauses, but do not form part of the contract documents, with the intent that the Clause headings shall not govern the meaning or import of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.

3.0 DEFINITION OF TERMS AND INTERPRETATION

In the CONTRACT, unless the context otherwise requires, the following expressions shall have the following meanings. The singular shall include the plural and the plural include the singular except where the context otherwise requires and the words 'he', 'him', and 'his' shall be taken to mean 'she', 'her' and 'hers' where appropriate.

1. 'APPROVAL' shall mean and include the written approval by the OWNER of a documents, drawing or other particulars in relation to this CONTRACT.
2. 'BATTERY LIMIT' shall mean the outer limits of boundaries of the areas within which the Plants and associated facilities shall be located.

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3. 'BID' shall mean the proposal/document that the BIDDER submits in the requested and specified form in the specification in response to this NIT.
4. 'BIDDER' shall mean the Sole Bidder or Consortium who shall submit or who have submitted the Bid.
5. 'CHANGE ORDER' means an order by which a change is ordered or other notification made to the Contractor in accordance with the CONTRACT.
6. 'CODES' shall mean the following, including the latest amendments, and/or replacements, if any:
 - a) All relevant Indian Acts, and Rules and Regulations made there under;
 - b) ASME Codes
 - c) AIEE Codes
 - d) American Society of Testing of Materials (ASTM) Codes
 - e) Other internationally applicable standards and/or Regulations the subject matter of the CONTRACT.
 - f) Indian Employees Provident Fund Act,
 - g) Pollution Control norms of INDIA
 - h) Contract Labour
 - i) Minimum Wages Act
 - j) Any other labour laws of INDIA applicable during execution of contract.
 - k) Any other codes/standards specified in the contract documents.
7. 'COMMERCIAL OPERATION' shall mean the condition of operation in which the complete equipment covered under the CONTRACT is officially declared by the OWNER to be available for continuous operation at different loads upto and including rated capacity after completion of commissioning as per CONTRACT. Such declaration by the OWNER however, shall not relieve or prejudice the CONTRACTOR any of his obligations under the CONTRACT.
8. 'COMMERCIAL USE' shall mean that use of the PLANT, which the CONTRACT contemplates or of which it is commercially capable.
9. 'COMMISSIONING' shall mean the putting into operation of PLANT by CONTRACTOR with the assistance from OWNER'S Personnel.
10. Deleted
11. 'CONSULTANT' shall mean the agency nominated/appointed by the OWNER for the project/job/WORKS.

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12. 'CONTRACT' shall mean written agreement made between the OWNER and the CONTRACTOR for the execution of the WORK, and shall include all Contract Documents set out under Article 1 of each Contract Agreement, including all attachments and Annexure thereto and all documents incorporated reference therein.
13. 'CONTRACTOR' shall mean the successful sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.
14. 'CONTRACT PERIOD' shall mean the time period (as extended by the OWNER from time to time wherever appropriate) during which the CONTRACT shall be executed as agreed to between CONTRACTOR and the OWNER in the CONTRACT.
15. 'CONTRACTOR'S EQUIPMENT' means all equipment, construction plant, vehicles, temporary facilities, material, tools or things brought on to the Site by or on behalf of the Contractor for carrying out the Works but not for permanent incorporation in the Plant.
16. 'CONTRACTOR'S SOFTWARE' means standard Software owned by the CONTRACTOR.
17. 'CONTRACTOR'S WORKS' OR 'MANUFACTURER'S WORKS' shall mean the place or places of work used by the CONTRACTOR/SUB-CONTRACTOR or their collaborator (s) for the manufacture of EQUIPMENT or performance of WORKS.
18. 'COST' means the cost properly incurred by the Contractor in carrying out any of his obligations under the Contract, and 'Costs' shall be construed accordingly.
19. 'DAY' shall mean a calendar day of 24 hours.
20. 'DEEMED ACCEPTANCE' shall mean as defined in SPECIAL CONDITIONS OF CONTRACT.
21. 'DEFECT' means any work done or any Material or the Plant or any part of it which does not comply with the CONTRACT, provided that such matter shall not be a Defect if it is caused by:
 - a) normal wear and tear;
 - b) a failure by the PURCHASER to operate and maintain the PLANT in accordance with any operating and maintenance manuals provided by the CONTRACTOR and/or with good engineering practice.
22. 'DEFECT LIABILITY PERIOD' shall mean as defined in SPECIAL CONDITIONS OF CONTRACT.

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23. 'DOCUMENT(S)/DOCUMENTATION' means any relevant documents in paper or electronic form, including drawings, technical software, images, designs, manuals or records.
24. 'DRAWINGS', 'PLAN' shall mean all:
- Drawings furnished by the OWNER as a basis for proposals;
 - Supplementary drawings furnished by the OWNER to clarify and to define in greater detail the intent of the CONTRACT;
 - DRAWINGS submitted by the CONTRACTOR with his proposal provided such drawings are acceptable to the OWNER.
 - DRAWING furnished by the OWNER to the CONTRACTOR during the progress of the works; and
 - Engineering data and DRAWINGS submitted by the CONTRACTOR during the progress of the work provided such drawings are acceptable to the OWNER.
25. 'EFFECTIVE DATE OF CONTRACT' shall mean the calendar date on which Letter of Acceptance (LOA) is issued by OWNER.
26. 'ENGINEER'S INSTRUCTIONS' shall mean any drawings and/or instructions in writing, details, directions and explanations issued by the OWNER from time to time during the CONTRACT PERIOD to the CONTRACTOR/ SUB-CONTRACTOR for carrying out the WORK.
27. deleted
28. 'EQUIPMENT' OR 'STORES' shall mean the equipment, machinery and structure of any kind which the CONTRACTOR is obliged to design, supply, deliver, unload, store at site, erect, set to work and test under the CONTRACT.
29. 'FINAL ACCEPTANCE' shall mean that date when all of the conditions set forth in Clause 19 of SPECIAL CONDITIONS OF CONTRACT have been satisfied, all liabilities and obligations under this CONTRACT have been discharged, except those specially to be continued or performed after FINAL ACCEPTANCE. .
30. 'FINAL ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the PROJECT MANAGER or OWNER to the CONTRACTOR subject to clause 19 of SPECIAL CONDITIONS OF CONTRACT at the end of the DEFECTS LIABILITY PERIOD.
31. 'FINAL COMPLETION' shall mean the completion of guarantee tests and handing over of the PLANTS and facilities to OWNER.
32. FINAL PROPOSAL means the document containing up to date technical offer of CONTRACTOR and technical information, data, etc., including drawings as



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agreed to in writing between the CONTRACTOR and OWNER, which is annexed to CONTRACT.

33. 'FORCE MAJEURE' has the meaning stated in Sub-clause 35.0.
34. 'GCC' or GENERAL CONDITIONS OF THE CONTRACT shall mean all the terms and conditions forming part of this agreement as defined in the Part I Section 2
35. 'GUARANTEED COMPLETION DATE' shall mean the date which 48 months after the EFFECTIVE DATE OF CONTRACT, subject to any extensions expressly provided for hereunder upon which date CONTRACTOR shall have achieved PRELIMINARY ACCEPTANCE.
36. 'INDIAN AGENT' shall mean the person, firm or company nominated as such by the CONTRACTOR to represent the CONTRACTOR for this CONTRACT in India.
37. 'INITIAL OPERATION' shall mean the first integral operation of the complete EQUIPMENT covered under the CONTRACT with sub-systems and supporting equipment in service or available for service and shall be undertaken as part of COMMISSIONING after completion of start up activities.
38. 'INSPECTOR' shall mean the duly authorised representative of the OWNER for stage wise or final inspection of WORKS or of EQUIPMENT or MATERIALS to be supplied under the CONTRACT.
39. 'LEGISLATION' means all applicable laws, directives, codes, statutes, rules, ordinances, approvals, licences, decrees, authorizations, by-laws, regulations, standards and any other requirement of any governmental authority or agency whether international national, state, municipal, local or other government subdivision, having the force of law in any place where the WORKS or any part of the WORKS are being carried out.
40. 'MANUFACTURER' shall mean a person or firm who is the producer and supplier of material and/ or designer and/or fabricator of equipment to either the OWNER, the CONTRACTOR or both under the CONTRACT.
41. 'MATERIALS' means machinery, plant and other items of equipment and materials intended to form part of the PLANT and other things needed for its operation, to be supplied by the CONTRACTOR.
42. "MECHANICAL COMPLETION" shall mean completion of erection to such an extent that the PLANT is ready for commissioning. .-This shall happen when:
- A. The EQUIPMENT capable of producing to rated capacities are installed, aligned and grouted (wherever applicable) in accordance with drawings, specifications as per finally approved P&I Diagrams after HAZOP Studies and in accordance with all applicable codes, and laws.



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- B. All pressure EQUIPMENT are hydrostatically or pneumatically tested once either in CONTRACTOR'S shop or in the field in accordance with Technical Specifications.
- C. All Catalyst/adsorbents are charged in the respective reactors.
- D. All Tower packing & internals are installed.
- E. Fired Heater and Boilers are hydrostatically or pneumatically tested. All non-operating preferring checks are made in accordance with the manufacturer's instructions.
- F. Compressor, Pumps, Machinery etc. are cold aligned. Couplings are assembled and guards installed.
- G. Instruments, control system, instrument cable, safety interlock are installed, inspected and such non-operating checks are made as to ensure operability in the manner required for the process application. Instrument air lines are checked for correct hook up. Air lines are leak tested.
- H. Relief valves are installed prior to this, they will have been checked by the CONTRACTOR in the CONTRACTOR's shop.
- I. Piping is hydrostatically or pneumatically tested in accordance with the specifications. Special treatment such as chemical cleaning is done as required by drawing or specifications. Suction screens are installed and test blinds are removed. Spring support anchors and guide are checked for removal of all shipping locks.
- J. The electric system is installed and tested in accordance with and to the extent required by electrical specifications. All wiring is checked for correct hook up. Motor rotation is checked. All power system protective devices are set.
- K. Insulation and drying out are completed to the extent necessary to permit start of commissioning and start up.
- L. Pipe support system installed as per drawings.
- M. Painting is completed. EQUIPMENT /MACHINERY, piping duly marked and labelled.
- N. Safety equipments, systems are installed and checked for operations. Effluent management and treatment systems are installed and operational.
- O. All Emergency & Instrument power system are checked and operating.
- P. All chemical & lubricants are charged into the system.

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- Q. PRECOMMISSIONING has been completed.
- R. The PLANT is ready to take feed
- S. All packing and bed support materials are installed.
- T. Liquidation of all punch list applicable for achieving MECHANICAL COMPLETION. Balance items of punch list, if any, shall be liquidated as mutually agreed
- U. Temporary constructions facilities are removed to extent necessary to permit start of commissioning of Plant.

43. 'MONTH' shall mean the calendar month.
44. 'LETTER OF AWARD (LOA)/ NOTICE OF AWARD (NOA) /LETTER OF INTENT (LOI)' shall mean the official notice issued by the OWNER notifying the CONTRACTOR that his bid has been accepted, subject to such conditions as may have been stated therein as agreed on between CONTRACTOR and OWNER and that the CONTRACTOR is required to sign the CONTRACT Agreement and LETTER OF AWARD / NOTICE OF AWARD / LETTER OF INTENT shall constitute legally binding contract between the OWNER and CONTRACTOR.
45. 'NOTICE IN WRITING', 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Speed Post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. Fax with Post copy confirmation.
46. 'OTHER CONTRACTOR/OTHERS' shall mean any person(s) having a contract with the OWNER to design, supply, erect, set to work, or do any other thing to or in connection with any other plant and shall include their, heirs, legal representatives, successors and permitted assigns.
47. 'PERFORMANCE & GUARANTEE TESTS RUN (PGTR)' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics and proving guarantees for work cost as specified in the CONTRACT documents.
48. 'PLANT' shall mean the process unit(s) as defined in the design basis as per PART-II, TECHNICAL, SECTION 4.0 of the bid.
49. 'PRELIMINARY ACCEPTANCE' shall mean that following milestones have been achieved (i) MECHANICAL COMPLETION has occurred, (ii) PRE-COMMISSIONING and COMMISSIONING of the PLANT have been accomplished, (iii) the Sustained Load Test has been passed successfully, (iv) PGTR has been conducted, the Performance Guarantees as specified in the Contract are attained and accepted by OWNER OR PGTR has been

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conducted, the Performance Guarantees are within the limits for the application of MUTUALLY AGREED DAMAGES which CONTRACTOR opts to pay (MAD in terms of clause 20.0 of SCC) and accepted by OWNER (v) All statutory approvals in the scope of Contractor, required to operate and maintain the PLANT have been obtained (vi) OWNER has received all DOCUMENTS required hereunder to start up, operate and maintain the PLANT (vii) OWNER has received all operations, maintenance, and spare parts manuals and instruction book necessary to operate and maintain the PLANT in a safe, efficient and effective manner (viii) all special tools and spare parts purchased by CONTRACTOR as provided herein have been delivered to OWNER; and (ix) CONTRACTOR has completed the training program of OWNERS personnel as required under this CONTRACT (x) All demonstration runs have successfully completed.

50. 'PRELIMINARY ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the PROJECT MANAGER or OWNER to the CONTRACTOR following satisfaction of conditions under PRELIMINARY ACCEPTANCE, the acceptance of which commences the DEFECT LIABILITY PERIOD.
51. "PRE-COMMISSIONING" shall mean preparation of PLANT so that it is capable of operating on a continuous basis at or near rated capacity for carrying out COMMISSIONING activities.
52. 'PROJECT' shall mean the Project specified in the Technical specification.
53. 'PROJECT MANAGER' shall mean the person designated by the OWNER and shall include those who are expressly authorised by the OWNER to act for and on his behalf for operation of this CONTRACT.
54. Deleted
55. 'PURCHASER' shall mean OWNER
56. 'SCC' or SPECIAL CONDITIONS OF THE CONTRACT shall mean all the terms and conditions forming part of this agreement as defined in the Part I Section 3
57. 'SITE' shall mean and include the land and other places on, into or through which the EQUIPMENT and related facilities shall be erected and any adjacent land, paths, streets or reservoirs which may be allocated or used by the OWNER or CONTRACTOR in the performance of the CONTRACT.
58. 'SOFTWARE' means all forms of software and firmware and their documentation.
59. 'SPECIFICATION' shall mean collectively all the terms and stipulations in Conditions of the CONTRACT, the Technical Specifications, schedules, detailed descriptions, statement of Technical Data, performance characteristics, standards & codes etc., and subsequent addenda issued thereto before the date of closing of bid and all written agreements made or to be made pertaining to the method and manner of performing the Work or

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to the quantities and the qualities of the materials to be furnished under this CONTRACT.

60. 'START UP' shall mean bringing the equipment covered under the CONTRACT from an inactive condition, when construction is essentially complete, to the state ready for initial operation. The start up shall include preliminary inspection and checkout of EQUIPMENT and supporting sub-systems; perform calibration and corrective action and chemical cleaning of the plant/system/equipment covered under the CONTRACT.
61. 'SUB-CONTRACTOR' shall mean any person or persons, or firm(s) including his/ their, heirs, legal representatives, successors and permitted assigns selected by the CONTRACTOR with prior written approval of the OWNER for undertaking any part of the Works under the CONTRACT or to whom any part of the CONTRACT is sublet by the CONTRACTOR with the consent in writing of the OWNER.
62. 'TEMPORARY WORKS' means all temporary works and structures of every kind construed at the Site and required for the provision and construction of the PLANT.
63. 'THIRD PARTY SOFTWARE' means standard Software which is owned by a third party.
64. 'TOTAL LSTK PRICE / TOTAL CONTRACT PRICE/ CONTRACT PRICE' shall mean the total price payable to the CONTRACTOR for the full and proper performance of it's contractual obligations under the CONTRACT.
65. Deleted '
66. 'WEEK' shall mean continuous period of 7 (Seven) DAYS.
67. 'WORK' OR 'WORKS' means the design, engineering and other services to be provided by the Contractor including, but not limited to, the provision and construction of the PLANT and any Temporary Works and the subsequent dismantling or removal of the Temporary Works when no longer required, and any other works to be carried out by the CONTRACTOR in accordance with the CONTRACT.
68. 'WRITING' shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
69. 'NOTICE INVITING TENDER (NIT)/ INVITATION TO BID (ITB)/ BIDDING DOCUMENT' means Tender as originally issued and any Addendum / Amendment(s) issued thereafter.
70. 'MUTUALLY AGREED DAMAGES' (MAD) shall mean as defined in SPECIAL CONDITIONS OF CONTRACT.

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4.0 CONTRACT CONFIRMATION

- 4.1 On acceptance of the bid of the successful bidder by the OWNER, such bidder shall be informed about it and a LETTER OF ACCEPTANCE (LOA) issued. The successful bidder will be required to give his unconditional acceptance in writing to LOA within 15 (fifteen) days. The date of issue of LOA shall be considered as EFFECTIVE DATE of the CONTRACT. Thereafter a Contract Agreement as per Annexure 1.9 shall be executed between the OWNER and the BIDDER within fifteen (15) days from date of acceptance of LOA, CONTRACTOR shall sign the CONTRACT and return it to the OWNER. The copy of the CONTRACT shall be signed by an authorised officer of the CONTRACTOR in whose name Power of Attorney has been issued. Cost of preparing CONTRACT including payment of stamp duty thereon, shall be borne by the CONTRACTOR.
- 4.2 After CONTRACT confirmation/signing, the terms and conditions contained therein take precedence over CONTRACTOR's bid conditions and all previous correspondence.
- 4.3 If after issuance of LOA, CONTRACTOR fails to deposit the SECURITY CUM PERFORMANCE BANK GUARANTEE within the time period specified in the CONTRACT, the OWNER reserves the right to cancel the CONTRACT and forfeit the EMD without prejudice to various rights and remedies the OWNER may be entitled to as per terms and conditions of CONTRACT and without being liable in any manner whatsoever to the CONTRACTOR.
- 4.4 The CONTRACT will be signed in triplicate, one copy each for CONTRACTOR, OWNER's Head Office and SITE office. All expenses for the preparation and stamping of CONTRACT shall be borne by the CONTRACTOR.

5.0 MODIFICATIONS IN CONTRACT

- 5.1 All modifications leading to changes in the CONTRACT with respect to technical or commercial aspects including terms of completion period shall be considered valid only when accepted in writing by OWNER and CONTRACTOR by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed completion date (except in cases where completion period itself is revised for OWNER'S requirement and for reasons beyond control of CONTRACTOR) and also shall not affect the performance of CONTRACT in any manner except to the extent mutually agreed to, through a modification to CONTRACT. The PARTIES shall have the right to modify or amend the CONTRACT subject to an adjustment in the CONTRACT PRICE and/ or COMPLETION DATE in accordance with the applicable provision of the CONTRACT, if any, and subject to mutual agreement.
- 5.2 OWNER shall not be bound by any printed conditions, provisions in the CONTRACTOR's bid forms or acknowledgement of CONTRACT, packing list and other documents which support to impose any condition at variance with or supplemental to CONTRACT.

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.1 The CONTRACTOR shall not, without the OWNER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OWNER in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the

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CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

6.2 The CONTRACTOR shall not without the OWNER's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the CONTRACT.

6.3 Any document other than CONTRACT, itself, enumerated in Clause 6.1 shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the CONTRACTOR's performance under the CONTRACT if so required by the OWNER.

7.0 PATENT INFRINGEMENT AND INDEMNIFICATION

7.1 PATENT INFRINGEMENT

7.1.1 CONTRACTOR shall at all times, indemnify and keep indemnified OWNER against all claims or suits and defend, at its own cost, any suit or action brought against OWNER and hold OWNER free and harmless against all costs of such claims or suits which may be made against OWNER in respect of any infringement of any rights protected by patent, copyright, trademarks, and trade secrets to the extent that such claim, suit, or action is a result of the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process licensor's processes used in PLANT. OWNER shall pass on all claims made against it to CONTRACTOR for settlement.

Notwithstanding anything stated above, in case of any conflict between the provisions of Clause 7.1.1 of GCC and the terms of License Agreement in respect of indemnification against patent infringement the terms of License Agreement shall apply to that extent.

7.1.2 CONTRACTOR declares that to the best of its knowledge and belief the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's processes used in PLANT will not infringe any valid patent rights of a third party. However, if at any time such infringement arises, CONTRACTOR agrees to keep OWNER indemnified and harmless against such claims and costs thereof and make arrangements that will allow OWNER to continue the operation of PLANT.

7.1.3 OWNER shall promptly advise CONTRACTOR in writing of any claim of infringement or any action for infringement of patents brought against it by a third party and based upon the use of CONTRACTOR's Technical Information. If such use is in accordance with instructions given in writing by CONTRACTOR, CONTRACTOR shall undertake the defence, or assist OWNER in the defence, of the claim or suit up to final judgment or settlement.

7.1.4 CONTRACTOR shall undertake the defence on behalf of OWNER and shall have sole charge and direction of the defence, and shall bear all costs related thereto. CONTRACTOR shall further hold OWNER harmless from any damages or other sums that may become payable by OWNER under a final judgment or settlement. However, OWNER shall render to CONTRACTOR all reasonable assistance that may be required by CONTRACTOR in the defence, and shall have the right to be represented therein by advisory counsel of its own selection and at its own expense.

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7.1.5 In addition to the measures specified in Clause-7.1.4, CONTRACTOR may further, at its option, however, in reasonable consultation with OWNER, seek to abate the alleged infringement by modification of PLANT or its operation without adversely affecting the performance and/or secure for OWNER immunity from suit for infringement. In such case, CONTRACTOR shall bear/ reimburse OWNER for all costs related to said modification and to said immunity.

7.1.6 In the event that OWNER is legally restrained from operating PLANT on account of any infringement action or suit, CONTRACTOR shall take all possible actions to allow OWNER to operate and use PLANT.

7.1.7 Neither CONTRACTOR nor OWNER shall settle or compromise any suit or action without the written consent of the other if settlement or compromise obliges the other to make any payment or part with any property or assume any obligations or surrender any rights or to be subjected to any injunction by reason of such settlement or compromise.

7.1.8 Notwithstanding any other provisions under this CONTRACT, the liabilities arising on account of patent infringement shall be as per clause 21.1 of SCC, except for patent infringement of Process Licensors which shall be governed by respective License Agreement (s).

7.2 INDEMNITIES

7.2.1 INDEMNIFICATION FOR LIABILITIES

7.2.1.1 CONTRACTOR Indemnification for Liabilities

To the fullest extent permitted by Law, CONTRACTOR assumes liability for, and agrees to indemnify, protect, save and hold harmless OWNER from and against any and all Liabilities (including, any strict liability), arising out of acts or omissions of CONTRACTOR or its personnel or its agents in the performance of its obligations under the CONTRACT causing bodily injury, sickness, disease or death, damage to or loss of any property, and whether or not involving damage to WORKS or SITE that may be imposed on, suffered or incurred by or asserted against OWNER and in any way relating to or arising out of (i) WORK, any EQUIPMENT (ii) the presence, discharge, treatment, storage, transportation, disposal, escape or release of any Hazardous Substance, or the threat thereof, at, to or from SITE after commencement of work (any hazardous substance already existing at SITE before commencement of WORK excluded) (iii) The performance of WORK, or as a result of personal injuries (including wrongful death); (iv) the violation by CONTRACTOR or any SUB-CONTRACTOR/VENDOR of any Government Approval or applicable Law relating to WORK (v) any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify OWNER for any liability arising out of or resulting from events or circumstances occurring or existing after PRELIMINARY ACCEPTANCE OF PLANT except where the liability arises from an act or omission of CONTRACTOR or any SUB-CONTRACTOR/VENDOR or any other Person directly or indirectly employed by either of them or anyone for whose acts either of them may be liable that was a contributory cause of such liability.

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7.2.1.1 To the fullest extent permitted by Law, OWNER assumes liability for, and agrees to indemnify, protect, save and hold harmless CONTRACTOR from and against any and all Liabilities (including any strict liability), arising out of acts or omissions of OWNER or its personnel or its agents in the performance of its obligations under the CONTRACT, in respect of bodily injury, sickness, disease or death, damage to or loss of any property, whether or not involving damage to WORKS or SITE, that may be imposed on, suffered or incurred by or asserted against CONTRACTOR. The aforesaid provision shall not apply to the extent such damage or loss is caused by gross negligence or wilful misconduct of, or breach of this CONTRACT by CONTRACTOR or its personnel or its agents.

7.2.2 **CONTRACTOR Indemnification for Taxes**
It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and hold OWNER harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes shall be deemed to be included in CONTRACT PRICE.

7.2.3 **Indemnification by SUB-CONTRACTOR/VENDOR**
CONTRACTOR shall obtain from each SUB-CONTRACTOR/VENDOR, which is an affiliate, and shall use all reasonable efforts to obtain from each SUB-CONTRACTOR/VENDOR, an indemnification materially similar in form and substance to Clause-7.1, and Clause-7.2.2 of which the OWNER shall be named as beneficiary.

7.2.4 **Payment of Amounts under this Clause**

Except to the extent covered by insurance, all amounts payable and due by CONTRACTOR to OWNER under this Clause shall be deducted from CONTRACT PRICE or any other amounts owed by OWNER to CONTRACTOR here under. If such amounts payable by OWNER to CONTRACTOR are less than the amounts payable and due by CONTRACTOR under this Clause, CONTRACTOR shall be liable to OWNER for such excess and shall pay such amount to OWNER immediately upon demand.

7.2.5 **Permits and Certificates**

CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences 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 CONTRACTOR further agrees to hold OWNER 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 CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT.

7.2.6 **Mechanics Lien**

CONTRACTOR agrees to indemnify and hold harmless OWNER against all labourer's material, man's and/or mechanic's liens arising from its work, and shall keep the premises of OWNER free from all such claims, liens and encumbrances.

8.0 CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE (CS cum PBG)

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- 8.1 Within 30 days after issue of LOA, the CONTRACTOR shall furnish to the OWNER Contract Security cum Performance Guarantee in the form of a bank guarantee for faithful completion of Project, as per terms and conditions of the Contract, issued by OWNER'S approved list of Banks (F-26) for an amount equivalent to 10% of the value of CONTRACT.
- 8.2 The proceeds of Contract Security cum Performance Bank Guarantee (CS cum PBG). shall be appropriated by the OWNER as compensation for any loss resulting from the CONTRACTOR's failure to complete their obligations under the CONTRACT without prejudice to any of the rights or remedies the OWNER may be entitled to as per terms and conditions of the CONTRACT.
- 8.3 The CS cum PBG shall be denominated in the currency/currencies of the CONTRACT.
- 8.4 The CS cum PBG shall be valid for the duration of the completion period and DEFECTS LIABILITY PERIOD plus six months. The period of defects liability shall be 12 months from the date of PRELIMINARY ACCEPTANCE of the PLANT. The CONTRACTOR shall extend the validity of the CS cum PBG suitably if it is required due to delay in PRELIMINARY ACCEPTANCE of the PLANT at its own cost. The bank guarantee shall be suitably extended in event of repair/replacement of equipment or any part thereof during DEFECT LIABILITY PERIOD to take care of extended warranty period of repair/ replacement. The proforma for this bank guarantee is enclosed as F-4. The bank guarantee will be discharged by the OWNER after the CONTRACTOR's performance obligation including any warranty obligation under the CONTRACT. For any component replaced during DEFECT LIABILITY PERIOD, the component should work satisfactorily for a period of 12 months from the date of replacement.

The CS cum PBG shall be retained by OWNER during the currency of CONTRACT as indicated above, or till settlement of all the accounts thereof whichever is later. In case of any dispute or differences not settled within the validity of bank guarantee contractor shall arrange to get the bank guarantee extended for the period asked for by OWNER. In case bank guarantee is not extended as asked, OWNER shall have the sole discretion to 'call in' the bank to pay the whole or part of the amount of bank guarantee. The above deposit shall be deemed to be security for the faithful performance of the CONTRACT and for the purpose of section 74 of the Indian contract act, 1872 and for the extension of that section, the Security cum performance bank guarantee shall deemed to be the bond given by the CONTRACTOR for the performance of essential duty. In the event of breach of any of the terms and conditions of the contract. OWNER shall have the right to draw from the CS cum PBG whole or part of the value of CS cum PBG. The amount so drawn shall not in any way affect any remedy to which OWNER may otherwise be entitled or any liability incurred by contractor under the contract or any law for the time being in force relating thereto or bearing here upon. This CS cum PBG shall be refunded after CONTRACT has been successfully completed and certificate to this effect has been issued by OWNER. It shall be lawful for OWNER if any differences or dispute is likely to arise to defer payment of the CS cum PBG or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted. The CS cum PBG amount shall not bear any interest.

NOTE:

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- 1) Any bank guarantee may it be for Bid Security (EMD) or CS cum PBG shall be issued by OWNER'S approved list of Banks (F-26).
- 2) The non-judicial Stamp paper of appropriate value only or equivalent document value prevailing in the country of the CONTRACTOR shall have to be purchased in the name of the bankers executing the bank guarantee and not in the name of the CONTRACTORS.

8.5 **Rights of the OWNER to forfeit Contract Security-cum-Performance Bank Guarantee:**

- i) Whenever any claim against the CONTRACTOR for the payment of a sum of money which the CONTRACTOR is liable to pay to the OWNER pursuant to the terms of the CONTRACT arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the Security-cum-Performance Bank Guarantee of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.
- ii) All compensation or other sums of money payable by the CONTRACTOR to the OWNER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Security-cum-Performance Guarantee or from any sums which may be due or may become due to the CONTRACTOR by the OWNER of any account whatsoever and in the event of his Rights of the OWNER to forfeit Security-cum-Performance Guarantee.

9.0 **Deleted**

10.0 **MANNER OF EXECUTION OF CONTRACT**

- 10.1 All documents as per Clause 2.0 of GCC shall be included in the CONTRACT document and detailed specifications be inserted as mutually agreed between OWNER and CONTRACTOR.
- 10.2 Every page of the CONTRACT agreement shall be initialled by the authorised representatives of OWNER and CONTRACTOR under the Seal of their respective Companies.
- 10.3 The CONTRACT agreement shall be prepared on stamp paper as per specified Form of Contract as per Annexure- 1.9 .
- 10.4 The CONTRACTOR shall present the above CONTRACT so prepared in three copies along with proper power of attorney and other requisite material on the day of signing the agreement.
- 10.5 One signed copy shall be returned to CONTRACTOR while the other two including the original shall be retained by OWNER.

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10.6 Notwithstanding anything mentioned in any other clause, any conditions imposed from time to time by Government of India shall be followed by the CONTRACTOR.

11.0 Deleted

12.0 ASSIGNMENT OR SUBLETTING OF CONTRACT AND SUB-CONTRACTING

12.1 Neither CONTRACTOR nor OWNER shall assign CONTRACT or any part of it or any share of interest therein, without the prior written consent of the other party. This consent shall not be unreasonably denied.

12.2 CONTRACTOR shall not subcontract the whole or any part of WORK without the prior written consent of OWNER provided always that CONTRACTOR may subcontract any part of WORK to any of its affiliates or subsidiaries in which event CONTRACTOR shall remain fully responsible to OWNER for the work performed by such affiliates

12.3 Sub-Contracts and Purchase Orders

12.3.1 General

All vendors, suppliers, consultants and SUB-CONTRACTORS providing equipment, materials, construction equipment, or services to CONTRACTOR under a SUBCONTRACT, purchase order or similar purchase form or arrangement with CONTRACTOR for the performance of the WORK under this CONTRACT are herein referred as "SUB-CONTRACTORS"/ "VENDORS", and any such SUBCONTRACTS, purchase orders and similar purchase forms and arrangement entered into by or on behalf of CONTRACTOR with SUB CONTRACTORS/VENDERS are herein referred to as "SUBCONTRACTS" provided that none of OWNER's CONTRACTORS or SUBCONTRACTORS shall be deemed to be a SUBCONTRACTORS under of the CONTRACTOR. The CONTRACTOR shall be obligated to select SUBCONTRACTORS it retains in connection with the performance by CONTRACTOR of the WORK from a SUBCONTRACTORS list which would be finalised and approved by the OWNER in the FINAL PROPOSAL OWNER and CONTRACTOR may by mutual agreement add to or delete from such list from time to time and approve any successor or replacement of any person listed on such list or any other vendor, supplier, material-man, consultant or SUBCONTRACTOR.

12.3.2 Approval of Major SUB-CONTRACTOR/VENDOR

12.3.2.1 The vendor list for procurement of EQUIPMENT and the list of SUB-CONTRACTOR shall be as attached in the NIT. Any changes to such list of VENDOR/SUB-CONTRACTOR shall require the prior approval of OWNER. CONTRACTOR shall provide name, address, fax/telex number and name of contact person of major VENDOR/SUB-CONTRACTOR for use in future, to OWNER. Vendors, Subcontractors as per agreed Vendor list are not subject to approval.

12.3.2.1.1 Under normal circumstance a bidder shall not be allowed to source any equipment/machinery from the vendors other than the OWNERS approved vendor list. However, in exceptional circumstance the bidder may suggest additional vendors meeting the following requirement for the approval of OWNER.

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- a. The Vendor during the last 15 (fifteen) years, should have designed, manufactured (under third party inspection agencies like Lloyds Register/TUV/BVIS) and supplied at least TWO similar Plant Equipment or Machinery for similar duties and operating conditions and same should be operating satisfactorily after installation for at least TWO years. The CONTRACTOR should satisfy themselves that sufficient documentary proof is submitted by the Vendors in support of this criterion

The CONTRACTOR should satisfy themselves that sufficient documentary proof is submitted such as:

- a. Copy of Purchase Orders with full technical details of the equipment
- b. Certificate from user regarding satisfactory performance.
- c. Accreditation from third party inspection agencies like Lloyds Register, TUV, BVIS.
- d. Availability of After Sales Service and Spares in India.
- e. Availability of ASME Certification and its validity.

The LSTK Bidder shall certify suitability of such vendors as per above.

For all critical items: In addition to the above criteria the Vendor should also be approved by Process Licensor.

- b. The Bidder would be ultimately responsible for verifying the credentials, the quality of the equipment, machinery and timely supply.

12.3.2.2 The review, approval and consent by OWNER as to the agreed SUB-CONTRACTOR's/VENDOR List or as to CONTRACTOR's entering into any SUB-CONTRACT / PURCHASE ORDER shall not relieve CONTRACTOR of any of its duties, liabilities or obligations under this CONTRACT and CONTRACTOR shall be liable hereunder to the same extent as if any such Subcontract had not been entered into.

12.3.2.3 (a) CONTRACTOR shall provide to OWNER such information concerning the SUB-CONTRACTORS as OWNER may from time to time reasonably request and shall ensure that each SUBCONTRACT contains provisions in all material respects not less stringent than the provisions of the CONTRACT and shall include terms and provisions required to be included pursuant to the CONTRACT. In the event of termination of the CONTRACT under Clause 34.0 herein, CONTRACTOR shall forthwith deliver to OWNER a copy of each SUBCONTRACT.

- (b) CONTRACTOR shall supervise and direct the work of all SUB-CONTRACTORS/VENDORS and shall be responsible for all design; engineering; procurement; manufacturing; transportation; delivery; fabrication; construction; commissioning; start-up and testing means, erection; operation, maintenance, repair; methods; techniques; sequences and procedures of; and for co-coordinating the work of SUB-CONTRACTORS/ VENDORS.

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- (c) If CONTRACTOR fails to correct, or commence to correct and execute the correction with due diligence of deficient or defective work performed by any SUB-CONTRACTOR/VENDOR within reasonable time (provided it doesn't materially impact safe operation of plant), after receipt by CONTRACTOR of a notice from OWNER with respect thereto, OWNER may (but shall not be obligated to), after seven days following receipt by CONTRACTOR of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective or deficient work at risk and cost of CONTRACTOR..
- (d) CONTRACTOR shall require all SUB-CONTRACTORS/VENDORS to perform the SUB-CONTRACTS in accordance with the relevant requirements of the CONTRACT including FINAL PROPOSAL, all APPLICABLE LAWS and APPLICABLE PERMITS, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of SUB-CONTRACTORS/VENDORS and Manufacturers and all insurance policies relating to the PLANT or the WORK.
- (e) CONTRACTOR shall be solely responsible for paying each SUB-CONTRACTOR/VENDOR and any other person to whom any amount is due from CONTRACTOR for services, equipment, construction equipment, materials or supplies otherwise related to the PLANT or the WORK. CONTRACTOR shall take all reasonable steps and actions to ensure that such services, equipment, construction equipment materials and supplies and the like have been or will be received, inspected and approved and that such services have been or will be properly performed.
- (f) In performing the duties incidental to its responsibilities hereunder, CONTRACTOR shall issue to the SUB-CONTRACTORS/VENDORS such directives and impose such restrictions as may be required to obtain such compliance herewith and with the terms of the SUBCONTRACTS.

12.3.2.4 SUB-CONTRACTOR/VENDOR and Manufacturer Warranties

- (a) CONTRACTOR shall ensure that all equipment and other items used in connection with the performance of the WORK or incorporated in the PLANT (other than minor items) will be purchased in compliance with CONTRACT Technical Specifications and Requirements in order to allow the Plant to achieve the Guarantee and Warranty as provided for in the CONTRACT, unless otherwise agreed with OWNER. Any residual warranty from sub-contractor/vendor shall be passed to the OWNER after expiry of DEFECT LIABILITY PERIOD.
- (b) Neither CONTRACTOR nor its SUB-CONTRACTORS/ VENDORS, nor any person under the control of either thereof, shall take any action which could release, void, impair or waive any Guarantee or Warranty on EQUIPMENT or services relating to the PROJECT or the WORK. Any residual warranty from sub-contractor/vendor shall be passed to the OWNER after expiry of DEFECT LIABILITY PERIOD.
- (c) Nothing in this clause shall derogate from the obligations of CONTRACTOR to

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provide the Guarantees and Warranties described in, and to comply with the provisions hereinabove.

- (d) CONTRACTOR shall, based on its part professional judgement enforce all guarantees and warranties provided hereunder to the fullest extent thereof till such time they are transferred to the OWNER pursuant to sub-clause (g) below.
- (e) Upon the expiration or termination of any of the guarantees or warranties provided by CONTRACTOR pursuant to the CONTRACT, the CONTRACTOR shall assign, and hereby assigns, effective as of such date, or otherwise make available, to OWNER all of CONTRACTOR's rights under all such SUBCONTRACTOR's residual Guarantees and warrantee as per 12.3.2.4(a) & (b) (except to the extent CONTRACTOR has thereof provided warranty services to OWNER and is enforcing CONTRACTOR's rights with respect to such services under the applicable guarantee or warranty) and shall deliver to OWNER copies of all contracts providing for such guarantees and warranties..
- (f) CONTRACTOR, in accordance with the CONTRACT, shall require all SUB-CONTRACTORS/VENDORS to be covered by the insurance specified in the CONTRACT, during the time in which they are engaged in performing WORK.
- (g) CONTRACTOR shall require all SUB-CONTRACTORS/VENDORS to release and waive any and all rights of recovery against OWNER including its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters) and against CONTRACTOR and all other SUB-CONTRACTORS/ VENDORS which the releasing SUB-CONTRACTOR/ VENDOR may otherwise have or acquire, in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained pursuant to this the CONTRACT (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance. CONTRACTOR shall further require all SUB-CONTRACTORS/VENDORS to include in all policies of insurance maintained by the SUB-CONTRACTORS/VENDORS clauses providing that each underwriter shall release and waive all of its rights of recovery, under subrogation or otherwise, against OWNER, its promoters, affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, and against CONTRACTOR and all other SUB-CONTRACTORS/VENDORS.
- (h) OWNER shall not be deemed by virtue of the CONTRACT to have any contractual obligation to or relationship with any SUB-CONTRACTOR/VENDOR.

12.3.2.5 **CONTRACTOR's Liability for approved sub contractor :**

The review by and approval and consent of OWNER as to the approved SUB-CONTRACTORS list or as to CONTRACTOR entering into any SUB-CONTRACT with any approved SUB-CONTRACTOR or as to any WORK done or supply made or services provided by any such approved SUB-CONTRACTOR/VENDOR shall not relieve CONTRACTOR of any of his duties, liabilities or obligations under this CONTRACT, and CONTRACTOR shall be liable hereunder to the same extent as if any such SUB-

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CONTRACT had not been entered into. Any inspection review or approval by OWNER permitted under this CONTRACT of any portion of the work or of any work in progress by CONTRACTOR or SUB-CONTRACTORS/VENDORS shall not relieve CONTRACTOR of any duties, liabilities or obligations under this CONTRACT.

12.3.3 All WORK performed or EQUIPMENT supplied by SUB-CONTRACTOR/ VENDOR shall be pursuant to an appropriate SUB-CONTRACT, PURCHASE ORDER or similar agreement which shall, as appropriate, contain provisions that:

12.3.3.1 Preserve and protect all the rights of OWNER here under for WORK to be performed or EQUIPMENT to be supplied under PURCHASE ORDER or SUB-CONTRACT.

12.3.3.2 Require that such WORK be performed or EQUIPMENT be fabricated, supplied and installed in strict accordance with the applicable requirements of this CONTRACT.

12.3.3.3 Obligate such SUB-CONTRACTOR/VENDOR to consent to and be bound by those obligations under this CONTRACT which by their terms are intended to also obligate such SUB-CONTRACTOR/VENDOR, including the provisions of this Clause.

12.3.3.4 Require such SUB-CONTRACTOR/VENDOR to provide and maintain adequate insurance consistent with requirements for companies of similar size and performing similar services. Permit the assignment of such SUB-CONTRACT/PURCHASE ORDER by CONTRACTOR to OWNER

12.3.3.5 Include a price list (which shall be binding to the extent reasonably feasible for a period of (6) six months from the date of such PURCHASE ORDER or SUB-CONTRACT) covering all commissioning and two years spare and replacement parts relating to the subject matter of such PURCHASE ORDER or SUB-CONTRACT.

12.3.4 **CONTRACTOR Responsible for WORK**

12.3.4.1 CONTRACTOR is responsible for WORK, and that the performance thereof conforms in all respects to the requirements of this CONTRACT, regardless of any failure of any SUB-CONTRACTOR/VENDOR to perform or any disagreement between any SUB-CONTRACTOR/VENDOR or between any SUB-CONTRACTOR/VENDOR and CONTRACTOR. CONTRACTOR shall furnish such information relative to its SUB-CONTRACTOR/VENDOR (including copies of unpaid SUB-CONTRACT or PURCHASE ORDER) as OWNER may request.

12.3.5 **Damages**

12.3.5.1 It is within the discretion of Contractor, that CONTRACTOR shall agree to hold all SUB-CONTRACTOR/VENDOR, including all persons directly or indirectly employed by them, responsible for any damages due to breach of CONTRACT caused by them or any negligent act and to diligently endeavour to effect recoveries in such damages..

13.0 **STANDARDS**

The goods and services supplied under this CONTRACT shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, to the Bidder's / manufacturer's/licensor's standards.

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14.0 INSTRUCTIONS, DIRECTIONS

14.1 The materials described in CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached hereto and/or enclosed with the CONTRACT itself and according to all conditions both general and specific enclosed with the CONTRACT, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.

- A) All instructions and orders to CONTRACTOR shall, excepting what is herein provided, be given by OWNER/ CONSULTANT.
- B) All the work shall be carried out under the direction of OWNER and according to the CONTRACT requirements.
- C) All communications including technical/ commercial clarifications and/ or comments shall bear reference to the CONTRACT.
- D) Invoice for payment against CONTRACT shall be addressed to OWNER.
- E) The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.

15.0 INSPECTION, TESTING AND EXPEDITING

15.1 The OWNER or his representatives shall have their right to inspect and/or to test the goods to conform to the specifications laid down in the CONTRACT. The SPECIAL CONDITIONS OF CONTRACT and/ or the TECHNICAL SPECIFICATIONS shall specify what inspections and test the OWNER require and where they are to be conducted. The OWNER shall notify the CONTRACTOR in writing of the identity of any other representatives retained for this purpose. Expediting by OWNER's representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.

15.2 CONTRACTOR shall establish an inspection and expediting system and use its services for obtaining EQUIPMENT which conforms to the required technical and quality specifications and delivery according to PURCHASE ORDER. CONTRACTOR shall send copies of expediting and inspection reports regularly to OWNER. CONTRACTOR shall arrange Third Party Inspection and quality certification of EQUIPMENT, as described in FINAL PROPOSAL.

15.3 OWNER or its Inspector shall have the right to inspect and/or to test EQUIPMENT to check its conformity to the specifications. CONTRACTOR shall specify the inspections and tests to be carried out giving reference of applicable codes/standards and the location of inspection/test to OWNER. OWNER shall notify CONTRACTOR in writing the name of INSPECTOR retained for this purpose.

15.4 The inspection and tests may be conducted at the premises of CONTRACTOR or SUB-CONTRACTOR/vendor before delivery and/or at SITE. All reasonable facilities and assistance including access to all drawings and production data shall be furnished to INSPECTOR at no charge to OWNER.

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- 15.5 Should any inspected or tested EQUIPMENT fail to conform to the specifications, OWNER may reject it and CONTRACTOR shall either replace the rejected EQUIPMENT or make all alterations necessary to meet specification requirements free of cost.
- 15.6 OWNER's right to inspect and wherever necessary, comment about EQUIPMENT after its arrival at SITE or its participation in tests in respect of any EQUIPMENT shall in no way be limited or waived by reason of EQUIPMENT having previously been inspected, tested and passed by OWNER or INSPECTOR/representative prior to its shipment/despatch.
- 15.7 INSPECTOR shall follow the progress of the manufacture of EQUIPMENT under CONTRACT to ensure that the requirements outlined in CONTRACT are not being deviated from with respect to Schedule and Quality.
- 15.8 CONTRACTOR shall allow INSPECTOR to visit, during working hours, the workshops relevant to execution of CONTRACT during the contractual period and INSPECTOR will have the right to inspect EQUIPMENT at all stages of manufacture right from identification of material up to its shipment/despatch, to the extent that the delivery schedule shall not be delayed, with prior notice to CONTRACTOR in writing.
- 15.9 In order to enable INSPECTOR to obtain entry visa in time, CONTRACTOR shall notify OWNER two months before assembly, testing and packing of main EQUIPMENT and if requested assist INSPECTOR in getting visa in the shortest possible time.
- 15.10 CONTRACTOR shall place at the disposal of INSPECTOR free of charge all tools, instruments and other apparatus necessary for the inspection and/or testing of EQUIPMENT. INSPECTOR is entitled to prohibit the use and despatch of EQUIPMENT that has failed to comply with the characteristics/specifications of EQUIPMENT during test and inspection.
- 15.11 CONTRACTOR shall ensure that the permission for inspection/test is granted by its SUB-CONTRACTOR/VENDOR.
- 15.12 In respect of the inspection, CONTRACTOR shall advise in writing of any delay in the programme at the earliest possible date, describing in detail what has caused the delay and the proposed corrective action.
- 15.13 All tests and trials in general of EQUIPMENT shall be witnessed by INSPECTOR. Therefore, CONTRACTOR shall confirm to OWNER by E-mail/fax about the exact date of inspection at least 15 DAYS in advance. CONTRACTOR shall specify the items and quantities ready for testing and indicate whether a Preliminary or Final Test is to be carried out.
- 15.14 On receipt of this notice, if OWNER decides to waive the right to witness the test, information shall be given to CONTRACTOR within 15 DAYS of receipt of the notice from CONTRACTOR and CONTRACTOR then shall have right to proceed with the inspection.
- 15.15 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at CONTRACTOR's cost. Technical documents shall include the references and numbers of the standard used in the fabrication/construction and, wherever deemed practical by INSPECTOR. INSPECTOR shall attach importance

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to the views given by CONTRACTOR or its SUB-CONTRACTOR/VENDOR. Any and all expenses for living, lodging and airfare/rail fare incurred in connection with INSPECTOR shall be borne by OWNER.

- 15.16 Nothing in Clause -15.3 to 15.15 shall in any way relieve CONTRACTOR from any warranty or other obligations under this CONTRACT.
- 15.17 Not performing or failing to perform the inspection by OWNER hereunder shall not be a waiver of any of CONTRACTOR's obligations hereunder nor it be construed as an approval or acceptance of any of the WORK hereunder nor it shall absolve the CONTRACTOR in any way or manner of its liabilities, responsibilities and obligations under the CONTRACT.
- 15.18 Arrangements for all inspections required by Statutory Authorities (local) and as specified in Technical Specifications/FINAL PROPOSAL shall be made by CONTRACTOR. Certain category of EQUIPMENT/piping fall under the jurisdiction of Indian Boiler Regulations (IBR), irrespective of the fact whether these are proprietary in nature or not, certification from an internationally recognised agency approved by IBR is considered necessary to enable local IBR authorities to allow their installation and operation. In such cases, inspection and certification from such authorities will also have to be arranged by CONTRACTOR. CONTRACTOR shall also submit, as may be required by IBR authorities, necessary design calculations from respective fabricators and/or manufacturers of such EQUIPMENT.
- 15.3 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 inspection above mentioned institutions will not be considered a case of 'Force Majeure'.
- 15.4 Participation or presence of OWNER or their representatives at any tests or their failure to be present at or to witness any tests to be undertaken pursuant here to shall not in any way or manner relieve or release the CONTRACTOR from any of its warranties, guarantees or other obligations under the CONTRACT.
- 15.5 Copies of all test results/report of the tests shall be furnished promptly by the CONTRACTOR to the OWNER.
- 16.0 TIME SCHEDULE AND PROGRESS REPORTING**
- 16.1 Time Schedule Network/Bar Chart**
- 16.1.1 OWNER would be using a computerised time and cost monitoring system and CONTRACTOR shall provide necessary input data for the same. CONTRACTOR shall prepare within 30 (thirty) days from EFFECTIVE DATE OF CONTRACT and provide to OWNER a PROJECT MASTER SCHEDULE indicating the important milestones of activities relating to WORK from EFFECTIVE DATE OF CONTRACT to the date of PRELIMINARY ACCEPTANCE. This PROJECT MASTER SCHEDULE shall be discussed with and approved by OWNER. Based on the approved PROJECT MASTER SCHEDULE, CONTRACTOR shall also prepare network schedules for activities relating to WORK. CONTRACTOR shall obtain the details of progress of various activities of WORK from SUB-CONTRACTOR and vendor wherever required and update the network

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schedules and PROJECT MASTER SCHEDULE incorporating the progress achieved by CONTRACTOR, SUB-CONTRACTOR and vendor and submit the same to PROJECT MANAGER on monthly basis.

16.1.2 The time schedule will be in the form of a network and a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery of equipment, civil works, erection, commissioning, testing etc.

16.1.3 CONTRACTOR shall clearly indicate any delay in WORK in the above schedules and shall inform PROJECT MANAGER the action taken to achieve the GUARANTEED COMPLETION DATE.

16.1.4 The original issue and subsequent revisions of CONTRACTOR's time schedule and or SUB-CONTRACTORS' time schedules shall be sent in four copies to OWNER.

16.1.5 The time schedule network/bar chart shall be updated at least every month using the latest 'Project Management software', i.e. Primavera (latest version), acceptable to the OWNER.

16.2 **Progress Trend Chart/Monthly Report**

16.2.1 CONTRACTOR shall report monthly to OWNER of the execution of CONTRACT and achievement of targets set out in time bar chart, in a monthly progress report on 7th working day of every Month.

16.2.2 The progress will be expressed in percentages shown in the progress trend chart.

16.2.3 The first issue of the progress trend chart will be forwarded together with the time bar chart along with CONTRACT confirmation.

16.2.4 The monthly reporting will bear the updating of the progress trend chart.

16.2.5 OWNER or his representatives shall have the right to inspect CONTRACTOR's premises to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule documentation.

16.2.6 Irrespective of such inspection, CONTRACTOR shall advise OWNER at the earliest possible date of any anticipated delay in the programme indicating the reasons thereof and corrective measures proposed thereto.

16.2.7 The time for completion and phased time schedule shall be subject to and in accordance with the provision of Sub-Clauses 16.2.8 and 16.2.9 below.

16.2.8 Neither OWNER nor CONTRACTOR shall be considered in default in performance of their obligations if such performance is prevented or delayed by FORCE MAJEURE conditions as stated in Clause 35.0.

16.2.9 Should the CONTRACTOR's preparation for the commencement of the work or any portion of it or its subsequent rate of progress be from any cause whatsoever, so slow and reasons for delay solely attributed to the contractor, the CONTRACTOR will not be able to complete the work or any portion thereof within the stipulated time for completion, the provisions of Clause 34.2 of GCC shall apply.

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- 16.2.10 In the event that the delay is caused by a delay in the delivery of a sub-contracted EQUIPMENT, CONTRACTOR shall be responsible for such delay and submit details together with copies of the appropriate orders and agreements with SUB-CONTRACTOR/vendor.

17.0 CONTRACTOR TO INFORM HIMSELF FULLY

- 17.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed. The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT. It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to OWNER in duplicate, before submission of tender. The OWNER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by OWNER shall form part of CONTRACT DOCUMENTS. No verbal agreement or inference from conversation with any effect or employee of the OWNER before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.

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18.0 SUITABILITY OF PLANT FOR INTENDED PURPOSE

- 18.1 The CONTRACTOR shall design, engineer and construct the PLANT as defined in the CONTRACT.
- 18.2 Without limiting the generality of the foregoing clause, the CONTRACTOR shall ensure before complying with any direction, that compliance by the CONTRACTOR with that direction will not render the plant unsuitable in any respect for the aforesaid purposes or otherwise prevent the CONTRACTOR from carrying out the CONTRACT in accordance with the terms thereof.
- 18.3 The CONTRACTOR shall give notice to the OWNER within Twenty one (21) days after receipt of any requirement or direction which he considers will render the plant unsuitable in any respect or is not in accordance with the meaning and intent of the CONTRACT otherwise prevent the CONTRACTOR from carrying out the CONTRACT or as aforesaid and submit to the OWNER a proposal or proposals for modifying the requirement or direction. Failure to file an objection within the allotted time will be considered as acceptance of the OWNER decision and the decision shall become final and binding.

19.0 FEES FOR ROYALTIES AND PATENT RIGHTS

19.1 Payment Due to be Included in CONTRACT PRICE

- 19.1.1 All payments for royalties, patent rights and fees due to or payable for or in connection with any matter or thing used or required to be used in performance of the CONTRACT or to be supplied under the CONTRACT, whether payable in one sum or by instalments or otherwise, shall be included by the CONTRACTOR in the prices named in the CONTRACT and shall be paid by CONTRACTOR to whom such payments may be due or payable.
- 19.1.2 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the OWNER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the OWNER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the OWNER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to OWNER, together with the right to extend the same to any of the subsidiaries of the OWNER as irrevocable, royalty free license to use in any

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country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

19.2 Payment to the CONTRACTOR by OWNER

19.2.1 Final payment to the CONTRACTOR by the OWNER will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the CONTRACTOR is in such suit or proceedings, held to constitute infringement, and its use is enjoined, the CONTRACTOR shall, at his option, and at his own expense, either procure for the OWNER the right to continue use of the said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so that it becomes non-infringing.

20.0 ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES REGULATIONS AND BYE-LAWS

20.1 Complying With Regulations

20.1.1 Throughout the execution of the WORK, the CONTRACTOR shall comply with the requirements of all applicable laws and regulations, bye-laws or orders made there under and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. The OWNER shall, when requested by the CONTRACTOR, give all reasonable assistance to the CONTRACTOR in obtaining information concerning local conditions.

20.1.2 Before making any departure from the specification or drawings which may be necessary to conform to such requirements, the CONTRACTOR shall give the OWNER written notice specifying the departure proposed to be made and the reason for making it and applying for instructions thereon. If the CONTRACTOR does not receive such instructions within thirty (30) days, he shall conform to those requirements and inform the OWNER accordingly.

20.2 Notices and Fees

The CONTRACTOR shall give all notices required to be given by the Acts, regulations, bye-laws, orders and requirements referred to in sub-clause 20.1 of this clause and shall pay all fees payable in connection herewith.

Any additional fee becoming applicable due to any change of Acts, regulations, by-laws, orders and requirements after date of submission of FINAL PROPOSAL shall be borne by OWNER in accordance with SCC clause 3.0

21.0 TIME- PROJECT SCHEDULE

21.1 Without prejudice to anything contained in the CONTRACT the time and the date of completion of the works as stipulated in the CONTRACTOR's proposal and accepted by the OWNER shall be deemed to be of the *utmost importance*. The CONTRACTOR shall so organise his resources and perform his work as to complete it not later than the date agreed to.

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21.2 The contractor shall submit the primavera level 4 schedule within thirty (30) days or as specified elsewhere reckoned from EFFECTIVE DATE OF THE CONTRACT.

The primavera level 4 schedule shall be for OWNER's review and be based on a level 2 schedule as attachment to the CONTRACT. Such level 2 schedule shall show the execution periods for (i) engineering, (ii) procurement & delivery of equipment and materials, (iii) civil & erection and (iv) commissioning, testing.

Bidder consortium shall be contractually obliged to issue a primavera level 4 schedule, provided that such schedule shall not (i) accelerate the OWNER obligations (to be agreed upon prior to Contract award) (ii) change the agreed GUARANTEED COMPLETION DATE (date to be agreed upon prior to Contract award)

21.3 The above primavera level 4 schedule shall be periodically reviewed and reports shall be submitted by the CONTRACTOR as directed by the OWNER.

22.0 CONTRACT PRICE

22.1 CONTRACT PRICE is inclusive of the cost/fees of CONTRACTOR's obligations as given specified in **Instruction To Bidders**.

22.2 OWNER shall pay to CONTRACTOR a lump-sum fixed CONTRACT PRICE, , for the due and faithful performance of CONTRACTOR's obligations under the CONTRACT. CONTRACT PRICE provided for in this Clause covers entire consideration payable to CONTRACTOR for all obligations of CONTRACTOR. The CONTRACT PRICE is fixed and firm and not subject to any escalation during the contract period unless and otherwise specified in the Contract documents.

22.3 CONTRACT PRICE is inclusive of cost of all travel, accommodation, living costs and all other expenses of management and personnel of CONTRACTOR, SUB-CONTRACTOR, VENDOR and their agents for travelling to and from plant SITE and other places/countries as may be necessary for the proper performance of CONTRACTOR's responsibilities under CONTRACT and shall also include all costs and expenses incurred in attending such meetings in connection with CONTRACT as OWNER may reasonably require.

22.4 CONTRACT PRICE is inclusive of cost of all CONTRACTOR's EQUIPMENT, materials, services, etc. required to complete WORK under CONTRACT.

22.5 The price quoted shall be firm and fixed without any escalation whatsoever on any account except the statutory variations in Taxes levied by the Government of India within GUARANTEED COMPLETION DATE and otherwise specified in the CONTRACT.

22.6 All taxes, duties, licence fees and other such levies as may be applied to the CONTRACT both in CONTRACTOR's country and in India, including Custom Duty, all applicable taxes & duties under GST (on bought out items), Corporate income tax in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR to India in connection with the CONTRACT, are to the account of the CONTRACTOR.

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23.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the OWNER may have paid for which, under the CONTRACT, the CONTRACTOR is liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within fifteen days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount from any bill due or becoming due by him to the CONTRACTOR under the CONTRACT or may be recovered by action of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

24.0 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK

The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

25.0 Deleted

26.0 TAXES, PERMITS & LICENCES

26.1 The CONTRACTOR shall be liable and pay all taxes, duties, levies, lawfully assessed against the OWNER or the CONTRACTOR in pursuance of the CONTRACT. The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit or on the earnings of any of his employees or personnel engaged by him and shall hold the OWNER indemnified and harmless against any claims that may be made against the OWNER in this behalf. The OWNER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel by Centre/State/Local Authorities. The Taxes shall be deducted where the said provisions shall be applicable and/or obligatory on the part of the OWNER.

26.2 For CONTRACTORS who have to bring equipment and material from outside Odisha, will have to obtain necessary registrations and take appropriate steps as required under Odisha State Laws. Further, form 38 / E-Waybill / Road Permit shall be issued by the CONTRACTOR in such cases, wherever applicable. Necessary statutory registrations as required shall be done by CONTRACTOR in this regard.

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26.3 CONTRACTOR is responsible for obtaining Customs clearance permit for temporary importation on re-export basis of CONTRACTOR'S EQUIPMENT, tools and tackles etc. If any duties, taxes and expenses are payable on this, the same will be to CONTRACTOR'S account.

27.0 PACKING, FORWARDING AND SHIPMENT

27.1 The CONTRACTOR shall give complete despatch information concerning the weight, size, content of each package including any other information the OWNER may require.

27.2 The CONTRACTOR, wherever applicable shall after proper painting, pack and crate all equipment in such a manner as to protect it from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The CONTRACTOR shall be held responsible for all damages due to improper packing.

27.3 The CONTRACTOR shall notify the OWNER of the date of each shipment from his works, and the expected date for arrival at the site for the information of the OWNER. The CONTRACTOR will be responsible for arranging any requirement of over-dimensional, special rail/road wagon/trailor for transporting.

27.4 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 being considered as over dimensional consignments shall be as per the latest guidelines.

27.5 The CONTRACTOR shall prepare detailed packing lists of all packages and containers, bundles and loose materials forming each and every consignment despatched to the site. The CONTRACTOR shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from works till the SITE and also till the EQUIPMENT is erected, tested and commissioned. The CONTRACTOR shall be solely responsible for proper storage and preservation of all equipments & machineries etc.

27.6 CONTRACTOR shall be responsible for any eventual consequence occurred to EQUIPMENT due to improper packing of the same.

28.0 INSURANCE

28.1 CONTRACTOR shall take in the joint name of CONTRACTOR and OWNER comprehensive transit insurance for imported and indigenous goods. Transit-cum-Storage-Erection insurance or its equivalents and third party liability insurance policies shall be taken with reputed underwriters to cover ALL RISK whatsoever during the whole period starting with dispatch of GOODS from CONTRACTOR's warehouses/ Ex works in foreign country to CIF port of shipment for imported GOODS and EXW at Contractor's works for indigenous GOODS and shall further cover for performing services in India for transportation, loading, unloading, assembly, erection, testing COMMISSIONING of PLANT till Performance Guarantee test is completed.

28.1.1 Contractor shall take Public Liability (Third Party) Insurance cover of 10% of TOTAL CONTRACT PRICE.

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28.1.2 Contractor shall ensure that in addition to “Erection All risk policy”, the coverage in respect of workmen compensation, ESI/Health Insurance, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.

28.2 CONTRACTOR shall be fully responsible for pursuing and settling all claims under the underwriters. In the event of accident, injury, damage or loss likely to form a claim under the above insurance policies, CONTRACTOR shall, as quickly as possible submit the insurance claims by underwriters under intimation to OWNER. CONTRACTOR shall also keep OWNER fully informed about progress of each such case. CONTRACTOR shall undertake immediate repair and replacement of the equipment lost in transit, storage, assembly, erection and COMMISSIONING of PLANT pending settlement of claim thereafter by the underwriters.

28.3 The CONTRACTOR at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of OWNER in the project, against all perils detailed herein. The Form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the OWNER and OWNER’s acceptance shall not be unreasonably withheld. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times including third party liability during the period of contract shall be as of CONTRACTOR alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the CONTRACTOR shall be in the joint names of OWNER and the CONTRACTOR. The CONTRACTOR shall, however, be authorised to deal directly with insurance company or companies and shall be responsible in regard to maintenance of all insurance covers.

28.4 All insurance other than marine insurance for transportation outside India is to be covered from IRDA approved insurance company registered in India. There should be a single cover for marine cum inland transit, storage and erection up to PRELIMINARY ACCEPTANCE OF PLANT.

However adequacy, credibility and maintenance of Insurance policies is sole responsibility of CONTRACTOR and CONTRACTOR shall keep the OWNER indemnified against any such failure.

All insurance covers shall be taken by CONTRACTOR in joint name of CONTRACTOR and OWNER.

Alternatively, the CONTRACTOR has the option to take separate Insurances as

1. Marine Cargo Insurance for transit of all imported and indigenous goods from Ex Works at Contractor's/ CONTRACTOR's works to Site.
2. Erection and All Risk (EAR) Insurance
3. Third Party Liability Insurance

Marine Cargo Insurance and Third Party Liability Insurance can be a part of Global Policy of the CONTRACTOR. However certificate of endorsement in favour of OWNER shall be provided by the CONTRACTOR from the insurance company. These two global policies of Marine Cargo Insurance and Third Party Liability Insurance shall be counter guaranteed by Indian Insurance Company. However, Erection and All Risk (EAR) is to be

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covered from Insurance Company registered in India and shall be separate dedicated policies for OWNER.

- 28.5 Any loss or damage to the equipment during handling, transportation, storage, erection, putting the equipment into satisfactory operation and all activities to be performed till the successful completion of trial operation of the plant shall be to the account of the CONTRACTOR. The CONTRACTOR shall be responsible for reference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the CONTRACTOR of the above responsibility during the period of CONTRACT. The CONTRACTOR shall provide the OWNER with copies of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of documents shall be submitted to the OWNER immediately after such insurance coverage. However, if Marine cargo insurance or Third party liability Insurance is a part of their global policies; insurer certificate (including the main terms of policy) shall be submitted by CONTRACTOR. The CONTRACTOR shall also inform the OWNER in the writing at least thirty (30) days in advance regarding the expiry/ cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time. However adequacy, credibility and maintenance of Insurance policies is the sole responsibility of CONTRACTOR and CONTRACTOR shall keep the OWNER indemnified against any such failure.
28. 6 License /facilities, to the extent it remains the responsibility of the OWNER, in respect of supplies to be made by the foreign CONTRACTOR from outside India required for purposes of replacement of equipment lost in transit and /or during erection and /or during storage shall be made available by the OWNER. CONTRACTOR shall however, be required to follow the procedure as may be laid down by the Owner to facilitate him arranging such license /facilities. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (during ocean transportation only) etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks till the equipment is taken over by the OWNER. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the CONTRACTOR shall be liable to make good the full replacement/rectification of all equipment/materials and to ensure their availability as per project requirements without additional financial liability to the OWNERS. The workman compensation policy taken by the SUB-CONTRACTOR of the CONTRACTOR shall be passed on to the OWNER.
- 28.7 CONTRACTOR shall at its own cost and initiative at all times upto the successful completion of PRELIMINARY ACCEPTANCE, take out and maintain all insurable liability, including but not limited to Third Party insurance and liabilities under the Motor Vehicles Act, Worker's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with Insurance Company(ies), such policy(ies) shall not be of lesser limits hereunder specified with reference to the matters hereunder specified, namely.

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- Workmen's Compensation Insurance to the limit to which compensation may be payable under the laws of Republic of India.

28.8 All cost on account of insurance liabilities covered under the CONTRACT will be to the contractors account and will be included in the CONTRACT PRICE. The CONTRACTOR, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.

28.9 Irrespective of single or separate insurances, the CONTRACTOR shall take the same in the joint name of OWNER and CONTRACTOR, with OWNER as Primary Beneficiary and CONTRACTOR as Joint Beneficiary, to cover all risk including marine cum erection insurance (MCE), workmen compensation / Employees State Insurance (ESI) under ESI Act 1948 for Contractor's personnel, fire risk policy etc. till handing over of PLANT to OWNER duly commissioned and tested. However, for CONTRACTOR's EQUIPMENT, CONTRACTOR can be the sole beneficiary.

Further, OWNER shall have the first right over the claim amount for all insurance claims, where OWNER has made part or full payment to the CONTRACTOR.

28.10 The CONTRACTOR shall be fully responsible for pursuing and settling all claims with the underwriters. In the event of accident, injury, damage or loss likely to form a claim under the above insurance policies, the CONTRACTOR shall as quickly as possible submit such details as are necessary for settling such claims by underwriters and shall also provide information and assistance necessary to settle the claim. The CONTRACTOR shall also keep OWNER fully informed about progress of each such case.

28.11 The charges quoted on account of insurance in the price bid shall be considered for the purpose of evaluation. However if owner opts to take policy, the contract price shall be adjusted to the extent of cost of insurance quoted in the price bid.

28.12 **Loss Payee Clause:** The insurance claim amount shall be remitted to the contractor directly from the Owner's bank account maintained by the Owner under the provisions of its project finance arrangement upon receipt of the insurance claim in the foregoing bank account and after the assessment of the project by the Owner's lenders.

29.0 GUARANTEES

29.1 It shall be a condition of the CONTRACT and the CONTRACTOR shall guarantee that the plant shall achieve the requirement as set forth herein and as per Part II, Technical, Section-8.0 of NIT and the provisions of the Section-7.0.

29.2 The CONTRACTOR shall guarantee that the Plants, Equipment and machineries will be new and in accordance with the CONTRACT documents and free from defects in design, material and workmanship and shall give mechanical warranty for a period of Twelve (12) calendar months commencing immediately upon PRELIMINARY ACCEPTANCE as per Clause 17 SCC. The CONTRACTOR's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his SUB-CONTRACTOR under normal use and arising from faulty design, materials and/ or workmanship provided always that such defective parts are not

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repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the CONTRACTOR unless otherwise arranged.

29.3 After the issue of the PRELIMINARY ACCEPTANCE CERTIFICATE, in the event of an emergency where, in the judgement of the OWNER, delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER without advance notice to the CONTRACTOR and the documented and direct cost of such work shall be paid by the CONTRACTOR but only to the extent that the repair or adjustment was due a defect attributable to CONTRACTOR.

29.4 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects for which CONTRACTOR is liable under CONTRACT in the PLANT or defective work carried out by the CONTRACTOR shall be borne by the CONTRACTOR.

29.5 The acceptance of the equipment by the OWNER shall in no way relieve the CONTRACTOR of his obligation under this clause.

29.6 In the case of those defective parts which are not repairable at site but are essential for the commercial use of the equipment and machineries, the CONTRACTOR shall mutually agree to a programme of replacement or renewal which will minimise interruption to the maximum extent, in the operation of the equipment and machineries.

29.7 At the end of the DEFECTS LIABILITY PERIOD or the extended DEFECTS LIABILITY PERIOD, the CONTRACTOR's liability ceases. In respect of goods supplied by the SUB-CONTRACTORS to the CONTRACTOR where a long guarantee (more than 12 months) is provided by such SUB-CONTRACTORS/ VENDOR(s)/SUB-VENDOR(s), the OWNER shall be entitled to the benefit of such longer guarantees.

29.8 During the guarantee period, the CONTRACTOR shall provide if required by the OWNER the services of operation engineers to advise the OWNER for such period and in such number as may be mutually agreed upon. The CONTRACTOR's operation engineers shall also train the OWNER's personnel, act as a liaison between the OWNER and the CONTRACTOR, assist the OWNER in ordering and obtaining spare parts, generally monitoring operation and maintenance and trouble shooting and supervising repair work under guarantee.

29.9 The provisions of Clause 48 including the cost of transport, insurance etc. shall be implemented at the CONTRACTOR's expenses.

29.10 The provisions contained in clause 48 will not be applicable. a) If after handing over of the PLANT the OWNER has not operated the equipment according to generally approved industrial practices and in accordance with the conditions of operation specified and in accordance with operation and maintenance manuals if any; b) In cases of normal wear and tear of the parts to be specifically mentioned by the CONTRACTOR.

29.11 **Guarantees for Time of Completion**

The CONTRACTOR shall guarantee the date of PRELIMINARY ACCEPTANCE of the WORKS calculated from the EFFECTIVE DATE OF THE CONTRACT, for the purpose

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of determining pre-determined MUTUALLY AGREED DAMAGES on account of delay in completion. No damages will be levied on account of delay in contractual completion for the reasons not attributable to the CONTRACTOR.

29.12 **Performance Guarantees**

CONTRACTOR shall guarantee the performance of PLANTS and associated offsite utilities as specified in the Technical Documents. In general the Guarantees shall be demonstrated as per Part-II, Technical: Section-8.0.

29.13 **Design and Vendors' Sub-Contractors' Guarantees**

29.13.1 CONTRACTOR shall guarantee the design and engineering work carried out by him against mistakes, errors, defective specifications, inadequacy and other such items which lead to the supply of inadequate PLANTS and Facilities. In case of detection of such mistakes, errors, deficiencies etc. the CONTRACTOR shall redo the design and/or engineering work to overcome all such mistakes, errors, deficiencies etc. at no extra cost to OWNER.

29.13.2 CONTRACTOR shall be responsible for all the items of the EQUIPMENT procured by him from VENDORS/ SUB-CONTRACTORS. Further, CONTRACTOR shall replace or repair any item of EQUIPMENT which is demonstrated to be defective under normal operating conditions within DEFECT LIABILITY PERIOD.

30.0 **LIABILITY FOR ACCIDENTS AND DAMAGES**

30.1 Under the CONTRACT, the CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of guarantee tests.

Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverage such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India:

War , hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

30.2 The CONTRACTOR shall indemnify the OWNER in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the OWNER and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the OWNER's instructions) material or workmanship, any breach of the CONTRACTOR's obligations.

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31.0 BONUS FOR EARLY COMPLETION

In the event, CONTRACTOR completes and delivers the works and achieves PRELIMINARY ACCEPTANCE earlier than the time specified in the CONTRACT, then the CONTRACTOR shall be eligible for a bonus. The bonus shall be calculated @0.2% of the TOTAL CONTRACT PRICE per completed week for earlier completion subject to maximum of 2.0% of the TOTAL CONTRACT PRICE.

32.0 CONTRACTOR'S RESPONSIBILITY WITH THE MECHANICAL, ELECTRICAL, INTERCOMMUNICATION SYSTEM, AIR CONDITIONING CONTRACTORS AND OTHER AGENCIES:

32.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

32.2 Other agencies at site:

The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.

33.0 TIME EXTENSION OF CONTRACT

33.1 The CONTRACTOR shall promptly notify the PROJECT MANAGER any event or conditions which might delay the completion of erection work in accordance with the approved schedule and the steps being taken to remedy such situation.

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33.2 If the Work is delayed at any time in the commencement or during the progress of the WORK by any act, delay or neglect, solely attributable to OWNER or his employees, or by any other contractor utilised by the OWNER or by conditions FORCE MAJEURE, the time of completion shall be extended by OWNER (without levy of Mutually Agreed Damages) in writing for a reasonable period as may be mutually agreed upon application from the CONTRACTOR immediately on occurrence of such special circumstances but not later than 14 working days and not towards the end of the CONTRACT period.

33.3 OWNER shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR. However, should the cumulative period of suspension exceed 60 days during the scheduled duration of CONTRACT, the CONTRACTOR shall be compensated as mutually agreed in addition to extension of time, provided the suspension is caused due to reasons not attributable to CONTRACTOR.

34.0 TERMINATION OF CONTRACT

34.1 Termination due to Legal Incapacity

If the CONTRACTOR goes into liquidation or has an administrator order made against him or carries on his business or any part of it under an administrator or receiver or manager for the benefit of the creditors or any of them, without prejudice to any other rights or remedies, the OWNER may forthwith by notice in writing terminate the CONTRACT.

34.2 Termination due to Default by CONTRACTOR

34.2.1 If the CONTRACTOR is in default in that he:

- (a) Neglects to execute the work or part of the work; or
- (b) without reasonable cause, suspends or abandons the carrying out the works, either partly or wholly, before their completion; or
- (c) Fails to proceed regularly and diligently with the works; or
- (d) Defaults in the performance or observance of any conditions or terms of the CONTRACT or neglects to carry out any order, instruction, direction or determination which the OWNER is empowered to give or make under the CONTRACT and which is given or made in writing to the CONTRACTOR,

then, without prejudice to any other rights or remedies which the OWNER may possess, the OWNER may, by notice in writing (which shall specify with reasonable particularity the neglect, default or refusal on the part of the CONTRACTOR) require the CONTRACTOR:

- i) to put forward his proposals for
 - a) Rectifying such neglect, default or refusal as the case may be and
 - b) Commence and diligently pursue the rectification of the default.

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34.2.2 If within 30 days after the posting of the notice addressed to the CONTRACTOR, the CONTRACTOR fails to comply with the notice or if in the opinion of the OWNER, the CONTRACTOR's reasons or proposals are not satisfactory, then the OWNER, without prejudice to any other rights that he may have under the CONTRACT against the CONTRACTOR, may either:

- a) DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b) WITHOUT DETERMINING THE CONTRACT, take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

In such events of Clause 34.2.2 (a) or (b) above.

- (i) The whole or part of the Contract Security cum Performance Guarantee furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (ii) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.
- (iii) Before determining the CONTRACT as per Clause 34.2.2 (a) or (b) provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an



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opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

- (iv) The OWNER shall also have the right to proceed or take action as per 34.2.2 (a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.
- (v) Termination of the CONTRACT as provided for in sub- clause 34.2.2(a) above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.

34.2.3 In case of termination of CONTRACT herein set forth (under clause 34.2) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by OWNER or any of it's JV partners against any type of tender nor their offer will be considered by OWNER or any of it's JV partners against any ongoing tender (s) where contract between OWNER/it's JV partners and that particular CONTRACTOR (as a bidder) has not been finalized], for a period of three years from the date of termination by OWNER to such CONTRACTOR.

34.3 Duration of suspension of payment due to CONTRACTOR:

34.3.1 Owner shall have right to suspend making any payments to the contractor for the portion of WORK having a bearing with Contractor default during the period of rectification of the defaults.

34.4 Work taken out of the hands of the CONTRACTOR

34.4.1 Employment of other contractors:

If the OWNER takes action under sub-clause 34.2.2 he may complete the work or any part of it by contracting with or employing any person or persons to execute further and complete work or any part of it and to provide all equipment, materials and labour as may be necessary for such further execution and completion. If practicable the further execution and completion shall be carried out in accordance with the specification and at prices obtained under competitive conditions.

The OWNER may also take possession of and permit such person or persons to use for the purposes of the CONTRACT only such materials, tools and equipment and all other things on or about the SITE which are the property of the CONTRACTOR as are requisite and necessary for such further execution and completion, and the CONTRACTOR shall have no right to any compensation or allowance in respect thereof.

On the completion of such work, all tools and equipment and the surplus of the materials so taken possession of shall be handed over to the CONTRACTOR but without payment or allowance for the fair wear and tear they may have sustained in the meantime, provided that if there by a deficiency as referred to in sub clause 34.4.2 of this clause, and if the CONTRACTOR fails to make good such deficiency such of the tools, equipment and materials as are necessary to make good the deficiency may be



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sold and a sufficient part of the monies received retained by the OWNER and applied in payment of such deficiency.

In addition the OWNER shall be entitled:

- a) To take possession of and remove from the CONTRACTOR's premises within a reasonable period anything (including but without limiting the generality thereof any design, drawings, specification, material or other goods) the property which is vested in the OWNER pursuant to the CONTRACT;
- b) To full particulars of any sub-contract made by the CONTRACTOR with any person for the execution of any portion of the WORKS and to peruse and copy any instrument (including but without limiting the generality thereof any agreement, letter or other paper) relating to any such SUB-CONTRACT made by the CONTRACTOR with any person for the execution of any portion of the WORKS.
- c) To pursue and copy any standard working drawing or other drawing or data necessary in the opinion of the OWNER for completion of the WORKS and the property which is not vested to the OWNER pursuant to the CONTRACT provided that the OWNER shall in no case make use of any copy made pursuant to sub paragraphs (b) or (c) hereof other than for the purpose of completing the WORKS and that on the fulfilment of the whole of the obligations of the CONTRACTOR under the CONTRACT the OWNER shall return to the CONTRACTOR any such copy.

The CONTRACTOR shall offer to the OWNER all rights of access and all reasonable facilities to enable the OWNER to remove any such thing or pursue or copy any such instrument, drawing or data and shall supply such particulars on request by the OWNER in that behalf.

For the purposes of sub-clause 34.4.2 the cost incurred by the OWNER in and about for such removal, perusal or copying or obtaining such particulars shall be deemed to be part of the cost of carrying out that portion of the work taken out of the CONTRACTOR's hands.

34.4.2 Extra cost to the OWNER of completing work for deduction:

On completing the terminated portion of WORK as provided under Article 34.4.1 the OWNER shall ascertain the reasonable and direct costs based on the documentary evidence of the cost incurred, but such amount shall not include any extra cost due to departures from the specification unless such departures were necessitated by the CONTRACTOR's default. Should the amount so ascertained be greater than the CONTRACT PRICE which would have been paid to the CONTRACTOR, if the whole of the Work had been carried out by him, the difference between the two amounts shall be deducted from any monies which may then be or thereafter become due to the CONTRACTOR or which may have been deposited by him as security under the CONTRACT, and if such monies be less than the amounts to be deducted the deficiency shall be paid by the CONTRACTOR to the OWNER and which may be recovered as provided in sub-clause 34.4.1 of this clause or by way of arbitration, jurisdiction in both, such payment of excess amount shall be independent of penalty for delay if the completion of work is delayed.

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34.5 **Preservation of rights of the OWNER**

No action taken by the OWNER under sub clause 34.3 and 34.4 of this clause shall vitiate the CONTRACT or shall operate to the prejudice of the right of the OWNER to recover from the CONTRACTOR or to deduct from any monies which may be or may become due to the CONTRACTOR all sums of money which may be or may become due to the OWNER under the CONTRACT as damages, penalties or otherwise.

34.6 Should the OWNER decide to terminate the CONTRACT under subclause 34.2.2(b) of this clause, he may do so under notice in writing as from the date of such notice, and the termination shall be without prejudice to any right that may have occurred to the OWNER or to the CONTRACTOR under the CONTRACT.

34.7 **Termination of Contract on Account of OWNER's Convenience**

34.7.1 The OWNER, may, by written notice send to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for 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 CONTRACT is terminated and the date upon which such termination becomes effective.

34.7.2 Upon receipt of the notice of termination under GCC Clause 34.7.1, the CONTRACTOR shall either immediately or upon the date specified in the notice of termination.

- (a) cease all further work, except for such work as the OWNER may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
- (b) terminate all subcontracts, except those to be assigned to the OWNER pursuant to paragraph (d)(ii) below.
- (c) remove all CONTRACTOR's Equipment from the Site, repatriate the CONTRACTOR's and its SUB-CONTRACTORS' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.
- (d) In addition, the CONTRACTOR, subject to the payment specified in GCC Clause 34.7.2.1, shall
 - (i) deliver to the OWNER the parts of the PLANT executed by the CONTRACTOR up to the date of Termination.
 - (ii) to the extent legally possible, assign to the OWNER all right, title and benefit of the CONTRACTOR to the PLANT and Equipment as at the date of termination, and, as may be required by the OWNER, in any subcontracts concluded between the CONTRACTOR and its SUB-CONTRACTORS.
 - (iii) deliver to the OWNER all non-proprietary drawings, specifications and other documents prepared by the CONTRACTOR or its Sub-CONTRACTORS as at the date of termination in connection with the PLANT.

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34.7.2.1 In the event of termination of the Contract under GCC Clause 34.7.1, the OWNER shall pay to the CONTRACTOR the following amounts:

- (a) the Contract Price, properly attributable to the parts of the PLANT executed by the CONTRACTOR as of the date of termination
- (b) the costs reasonably incurred by the CONTRACTOR in the removal of the CONTRACTOR's Equipment from the Site and in the repatriation of the CONTRACTOR's and its SUB-CONTRACTORS' personnel
- (c) any amounts to be paid by the CONTRACTOR to its SUB-CONTRACTORS or Vendors in connection with the termination of any subcontracts or supply agreement, including any cancellation charges
- (d) costs incurred by the CONTRACTOR in protecting the PLANT and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Clause 34.7.2

34.7.3 Termination for Insolvency

OWNER may at any time terminate CONTRACT giving written notice to CONTRACTOR, if 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 OWNER.

If the Contract is terminated under GCC Sub-Clauses 34.7.3, the OWNER shall pay to the CONTRACTOR all payments specified in GCC Sub-Clause 34.7.2 as reasonable compensation for all loss or damage sustained by the CONTRACTOR arising out of, in connection with or in consequence of such termination

34.7.4 Termination by CONTRACTOR due to default of OWNER

If the OWNER has failed to pay the CONTRACTOR any sum due under the Contract within the specified period or commits a substantial breach of the CONTRACT, the CONTRACTOR may give a notice to the OWNER that requires payment of such sum or specifies the breach and requires the OWNER to remedy the same, as the case may be. If the OWNER fails to pay such sum or fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the CONTRACTOR's notice then the CONTRACTOR may give a notice to the OWNER thereof, and if the OWNER has failed to pay the outstanding sum or to remedy the breach within thirty (30) days of such notice, the CONTRACTOR may by a further notice to the OWNER, terminate the CONTRACT.

If the CONTRACT is terminated under GCC Clause 34.7.4, the OWNER shall pay to the CONTRACTOR all payments specified in GCC Clause 34.7.2 as reasonable compensation for all loss or damage sustained by the CONTRACTOR arising out of, in connection with or in consequence of such termination.



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34.8 Surviving Obligations

Termination of this CONTRACT (a) shall not relieve CONTRACTOR of its obligations with respect to the confidentiality as set forth in this CONTRACT, (b) shall not relieve CONTRACTOR of any obligation hereunder which expressly or by implication survives termination hereof, and (c) except as otherwise provided in any provision of this CONTRACT expressly limiting the liability of CONTRACTOR, shall not relieve CONTRACTOR of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of CONTRACTOR prior to the effectiveness of such termination or arising out of such termination, and shall not relieve CONTRACTOR of its obligations as to portions of SERVICES already performed or of obligations assumed by CONTRACTOR prior to the date of termination, except as otherwise agreed by OWNER in writing.

- 34.8.1 Termination of this CONTRACT (a) shall not relieve OWNER of its obligations with respect to the confidentiality as set forth in this CONTRACT, (b) shall not relieve OWNER of any obligation hereunder which expressly or by implication survives termination hereof, and (c) shall not relieve OWNER of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of OWNER prior to the effectiveness of such termination or arising out of such termination

35.0 FORCE MAJEURE

35.1 CONDITIONS FOR FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event conditions lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the OWNER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 120 (one hundred and twenty) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the a mutually agreed period for which such cause conditions lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the OWNER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

OUTBREAK OF WAR

- (i) If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always

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that the OWNER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

(ii) If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

35.2 If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR within 120 hours reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.

35.3 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.

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

35.5 No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter/ Speed-Post/Courier/Email/Fax/Hand Delivery and subsequently supported it by documentary evidence.

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

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

Or

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

35.7 Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) months is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation.



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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.

36.0 NO WAIVER OF RIGHTS

Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of, the whole or any part of the WORKS by the OWNER nor any extension of time, nor any possession taken by the OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the owner or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

37.0 BANKRUPTCY AND LIQUIDATION OF CONTRACTOR OR BUSINESS UNDER RECEIVERSHIP

If the CONTRACTOR becomes insolvent or bankrupt, or have a receiving order made against him, or compound with his creditors, or being a corporation commence to be wound up not being a member's voluntary winding up for the purpose of reconstruction or carry on his business under a receiver for the benefit of his credit, the CONTRACTOR shall within fourteen (14) days notify the OWNER accordingly. On the occurrence of any of the happenings stated in the first sentence of this clause, the OWNER shall be at liberty to:

- a) Determine the CONTRACT forthwith by notice in writing to the CONTRACTOR or to the receiver or liquidator or to any person in whom the CONTRACT may have become vested, and act in the manner provided in clause 34.1 (proceedings or default) or,
- b) Give to such receiver liquidator or other person in writing the option for a period of one month of carrying out the CONTRACT subject to his providing a guarantee for the due and faithful performance of the CONTRACT upto the CONTRACT value of the work for the time being remaining unexecuted and subject to his taking all reasonable steps to prevent stoppage of the work. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only.

38.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR.

No interim payment certificate of the OWNER nor any sum paid on account by the OWNER nor any extension of time for execution of the WORKS granted by the OWNER shall affect or prejudice the rights of the OWNER against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT or be interpreted as approval of the WORK done or of the equipment furnished and no certificate shall create liability on the OWNER to pay for alterations, amendments, variations, or additional works not ordered, in writing, by the OWNER or discharge the liability of the CONTRACTOR for the payment of damages whether due certified or not or any sum against the payment of which he is bound to indemnify the OWNER and the Consultant nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the CONTRACTOR against the OWNER.

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39.0 SETTLEMENT OF DISPUTES

- 39.1 Except as otherwise specifically provided in the CONTRACT all disputes concerning questions of fact arising under the CONTRACT shall be considered by the OWNER subject to a written appeal by CONTRACTOR to the OWNER.
- 39.2 Any disputes or differences including those considered as such by only of the parties arising out of or in connection with the CONTRACT shall be to be extent possible settled amicably between the parties.
- 39.3 If, after 60 DAYS from the commencement of such informal negotiations OWNER and CONTRACTOR are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the arbitration as described under clause 40 below.

40.0 ARBITRATION

- 40.1 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 as under:

- a) In case of a foreign CONTRACTOR, the arbitration proceeding shall be in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), by three (3) arbitrators appointed in accordance with said Rules.
- b) In case of an Indian CONTRACTOR, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as may be amended from time to time and the Rules framed there under shall be applicable. The arbitral tribunal comprising three (03) arbitrators of whom each Party shall select one (01) and the third arbitrator shall be appointed jointly by the two (02) arbitrators so selected. The cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

The Place for Arbitration shall be New Delhi, India.

The language of the arbitration shall be English.

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- c) In case of Consortium Bidders, the Country of registered office of the Lead Bidder shall determine the basis for deciding in terms of Domestic or Foreign Bidder.

40.2 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.

41.0 GOVERNING LAWS, LANGUAGE AND MEASURES

41.1 CONTRACT shall be governed and construed according to the Indian Law as in force and shall be subject to the jurisdiction of the Court in Delhi. All disputes arising during the execution of the CONTRACT shall be resolved as per Clause no. 39.0 (Settlement of Dispute) & 40.0 (Arbitration) of GCC and thereafter in accordance with said law.

41.2 The governing language for all communication, notices, Technical Information, etc. pertaining to CONTRACT shall be English. Any literature, correspondence, documents, etc., shall be considered only if its accompanied by English translation. For the purpose of interpretation English translation shall govern and be binding on all parties.

41.3 The metric system of measurement shall be used exclusively in the CONTRACT.

42.0 RELEASE OF INFORMATION

The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the WORKS under this CONTRACT or descriptions of the SITE, dimensions, quantity quality or other information, concerning the work unless prior written permission has been obtained from the OWNER. Notwithstanding the above, CONTRACTOR is entitled, under intimation to OWNER, to make such public Announcements, as it may be bound to in compliance with the Law, the Rules and any Governmental Agency or Stock Exchange Regulation the CONTRACTOR is subjected to.

43.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiry of the DEFECT LIABILITY PERIOD

44.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of this CONTRACT or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way affect the validity of the CONTRACT. The exercise by either party of any of its

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rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

45.0 OWNER'S DECISION

45.1 In respect of all matters which are left to the decision of the OWNER/ PROJECT MANAGER including the granting or withholding of the certificates, the OWNER/ PROJECT MANAGER shall, if required to do so, by the CONTRACTOR, give in writing a decision thereon.

45.2 In each case involving a financial commitment the written APPROVAL of the owner alone shall be binding.

45.3 In matters of difference of opinion on a decision passed by the OWNER/ PROJECT MANAGER to the CONTRACTOR stipulations of Clause 39.0 shall govern.

46.0 CO-OPERATION

46.1 Co-operation with OWNER

The CONTRACTOR and OWNER shall co-operate with each other in the discharge of their respective obligation under the CONTRACT with the aim of satisfactory completing the PLANT and the WORKS in accordance with the CONTRACT.

46.1.1 The parties shall deal fairly, openly and in good faith with each other. Subject to Clause 53 (Secrecy), each party shall disclose information which the other might reasonably need to order to exercise its rights and to perform its obligations under the CONTRACT. In particular, each party shall promptly disclose full information to the other concerning any matter which will or may prevent the Plant and Works being completed in accordance with the CONTRACT. The parties shall work together in a manner consistent with their respective obligations under the CONTRACT to resolve or mitigate any such problem.

46.1.2 OWNER shall be at liberty to object with reasonably valid reasons to employment of any person at SITE and the objection shall be communicated in writing and CONTRACTOR shall make immediate arrangements for removal of such person.

46.2 Cooperation with other contractors

The CONTRACTOR shall not object to the execution of the work by other contractors or tradesmen engaged by OWNER and offer them every facility for the execution of their several works simultaneously with CONTRACTOR's work, provided however that CONTRACTOR'S WORK is not hampered by such co-operation. CONTRACTOR shall at all times provide sufficient fencing, notice boards, lighting and watchmen to protect and warn the public and guard the works and in default thereof OWNER may provide such facilities at CONTRACTOR's cost, if such failure is attributable to CONTRACTOR.

The CONTRACTOR shall agree to cooperate with the OWNER and other CONTRACTORS and exchange with them such technical information, provided that such CONTRACTOR is bound towards CONTRACTOR on confidentiality and limited use obligations not less stringent than those accepted by OWNER under the CONTRACT and LICENSE AGREEMENT and shall not be a competitor of CONTRACTOR and its licensors as is necessary to obtain the most efficient and economical design and to

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avoid unnecessary duplication of efforts. The OWNER shall be provided with three (3) copies of all correspondence addressed by the CONTRACTOR to other SUB-CONTRACTORS in respect of such exchange of technical information.

47.0 SUSPENSION OF WORK

47.1 The OWNER reserves the right to suspend and reinstate execution of the whole or any part of the WORK without invalidating the provisions of the CONTRACT. Orders for suspension or reinstatement of the WORKS will be issued by the OWNER to the CONTRACTOR in writing. The time for completion of the WORKS will be extended for a period equal to the duration of the suspension along with mutually agreed remobilization period.

47.2 If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of Sixty (60) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUB-CONTRACTOR.

47.3 If the OWNER has;
(i) failed to pay the CONTRACTOR any sum due under the CONTRACT within the period specified in the Contract; or (ii) failed to approve invoice or supporting document without just cause within the period specified in the Contract; or (iii) committed substantial breach of the Contract:

Then, CONTRACTOR may give a notice requesting OWNER to remedy aforesaid default within 30 days. If OWNER fails to remedy it within the said period, CONTRACTOR may suspend the performance of its obligations under the CONTRACT.

47.4 If the CONTRACTOR's performance of its obligations is suspended under the CONTRACT pursuant to clause 47.3 of GCC, then the GUARANTEED COMPLETION TIME shall be extended and all reasonable additional costs or expenses incurred by the CONTRACTOR and mutually agreed between OWNER and CONTRACTOR, as a result of such suspension shall be paid by the OWNER to the CONTRACTOR provided that such suspension is not due to fault on the part of CONTRACTOR or its SUB CONTRACTOR.

48.0 REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/DAMAGED/LOST DURING TRANSIT/ ERECTION AND COMMISSIONING.

48.1 If during the progress of the WORKS, the OWNER shall decide and inform in writing to the CONTRACTOR that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expense, within seven (7) days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment upto the standards

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of the specifications. In case the CONTRACTOR fails to do so, the OWNER may on giving the CONTRACTOR seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the CONTRACTOR perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT which the OWNER may otherwise have in respect of such defects and deficiencies.

48.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacement procured including erection as provided for in the CONTRACT, such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum/ paid by the OWNER to the CONTRACTOR in respect of such defective plant.

48.3 If the material/ equipment or any portion thereof is damaged or lost during transit and handling, storage, erection, commissioning at site, the replacements of such material / equipment shall be effected by the CONTRACTOR within a reasonable time to avoid unnecessary delay in the COMMISSIONING of the EQUIPMENT and without waiting for realisation of cost of damages from the insurance company, appointed by him for this purpose. This will not alter the schedule of commissioning & guarantee tests in any way.

49.0 DEFENCE OF SUITS

49.1 If any action in Court is brought against the OWNER or an officer or agent of the OWNER for the failure omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or for damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents representatives or his SUB-CONTRACTORS or in connection with any claim based on lawful demands of SUB-CONTRACTORS, workmen, suppliers or employees, the CONTRACTOR shall in all such cases indemnify and keep the owner and/ or his representative harmless from all losses damages, expenses or decrees arising out of such action.

49.2 If any action in court referred to in Clause 49.1 of GCC above is brought against OWNER, an officer or agent of OWNER, OWNER shall promptly give the CONTRACTOR notice thereof and CONTRACTOR may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If CONTRACTOR fails to notify OWNER within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the OWNER shall have full power and right at his discretion to defend or comprise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened as he may consider necessary or desirable and shall be entitled to recover from the CONTRACTOR all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the CONTRACTOR and shall be final and binding upon him provided however that, unless CONTRACTOR has so failed to notify OWNER within the twenty-eight (28) days period, OWNER shall make no admission which may be prejudicial to the defence of any such proceedings or claim.

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50.0 CONTRACTOR'S RESPONSIBILITIES

50.1 In consideration of payment by the OWNER, the CONTRACTOR shall regularly and diligently carry out and complete the WORKS in accordance with the CONTRACT.

50.2 All work carried out by the CONTRACTOR shall be carried out with sound workmanship and materials, safety and in accordance with the Contract requirements.

50.3 The CONTRACTOR shall set out the PLANT by reference to points, lines and levels of reference as defined in the approved SPECIFICATION.

50.4 The PLANT/WORKS as completed by the CONTRACTOR shall in every respect comply with the requirements defined in the Specification or any other provision of the CONTRACT.

50.5 If any time during the performance of the CONTRACT the CONTRACTOR is of the opinion that a change to the WORKS or the design or method of operation of the PLANT

(a) is necessary to eliminate a potential defect in the PLANT or a specific hazard to any person or party in the performance of the WORKS or in the operation of the PLANT which has occurred or would otherwise occur' or

(b) would improve operating or life cycle costs of the PLANT; or

(c) would otherwise be beneficial to the OWNER;

the CONTRACTOR shall bring the matter to the attention of the PROJECT MANAGER stating the reasons for his opinion and where appropriate submit his proposals for a Variation in accordance with Clause 3 of SPECIAL CONDITIONS OF CONTRACT.

50.6 The CONTRACTOR shall at all times have and maintain adequate resources available for the proper and timely execution of the WORKS, including financial resources, and competent, appropriately experienced and physically capable staff and labour whether employed by the CONTRACTOR, any SUB-CONTRACTOR or third parties.

50.7 The CONTRACTOR shall provide and maintain records as specified in the CONTRACT.

Unless otherwise agreed, the CONTRACTOR shall, at intervals of not more than one calendar month, report to the PROJECT MANAGER on the progress of the WORKS, supporting his reports with appropriate Documentation including any revisions to the approved programme.

50.8 The CONTRACTOR shall maintain, and cause SUB-CONTRACTORS to maintain, a quality assurance system as specified in the CONTRACT. The existence of such a quality assurance system shall not relieve the CONTRACTOR from any of his other duties, obligations or liabilities under the CONTRACT. The CONTRACTOR shall also prepare and implement a validation plan, if such a requirement is specified in the CONTRACT.

51.0 PROGRESS REPORTS AND PHOTOGRAPHS

51.1 The CONTRACTOR shall furnish soft copy progress photographs of the work done in his shop/site. Photographs shall be taken when and where indicated by the PROJECT MANAGER. Photographs, if required shall be approximately 8 inches by 10 inches in

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size, including a margin on one 10 inch side for binding. . Each photograph shall contain the date, the name of the CONTRACTOR and the title of the view taken.

- 51.2 Required number of monthly progress reports, in prescribed proforma, shall be submitted by the CONTRACTOR to the PROJECT MANAGER for review. These shall detail the status of design, procurement of raw materials and bought outs, approval of the CONTRACTOR's drawings, manufacture of the equipment, statutory approvals taken, inspection of equipment/material, completed despatches, materials received at site, damages, if any, during transit, actions taken or replacement of damaged equipment, progress of erection work and programme of work for succeeding month and statement showing position of payment.

52.0 SPARES

All the necessary commissioning spares, Mandatory/Insurance/Bidders recommended spares as per Part II, Technical, Section 10.0 shall be included in the scope of CONTRACT.

53.0 SECRECY

The technical information, drawings, specifications and other related documents forming part of the NIT or the CONTRACT or such of those materials prepared during the execution of the project including photographs, micro-films, design, calculations etc. are the property of the OWNER and shall not be used for any other purpose, except for execution of contract. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and / or disclosed to a third party nor misused in any other form whatsoever, without the OWNER's previous consent in writing except to the extent required for the execution of this CONTRACT. Such technical information, drawings specifications and other related documents furnished shall be returned to the OWNER with all approved copies and duplicates, if any, immediately after they have been used for the agreed purposes.

For avoidance of any doubt it may be clarified that this clause relate to documents prepared by OWNER.

In the event of any breach of this provision, the CONTRACTOR shall indemnify the OWNER from any loss, cost or damage or any other claim whatsoever from any parties claiming from or through them in respect of such breach.

All intellectual property rights in documents and calculations prepared by CONTRACTOR shall at all times exclusively vest with CONTRACTOR and be used by OWNER in accordance with the CONTRACT.

53.2 Records of Contract Documents

- 53.2.1 The CONTRACTOR shall at all times make and keep sufficient copies of the DRAWINGS, Specifications and CONTRACT documents for him to fulfil his duties under the CONTRACT.

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53.2.2 The CONTRACTOR shall keep on each SITE at least three copies of each and every Drawing, Specification and CONTRACT Document in excess of his own requirement and those copies shall be available at all times for use by the OWNER and PROJECT MANAGER and by any other person authorized by the OWNER who have a need to know the same for the PROJECT, who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the CONTRACTOR throughout the duration of the CONTRACT. Where one or more of CONTRACTOR'S yards/offices/offshore spreads are deployed in the WORKS, all requirements of the CONTRACT and CONTRACTOR'S obligation under the CONTRACT shall apply equally at each yard/office/offshore spread so deployed.

54.0 CORRESPONDENCE

54.1 All correspondence from the CONTRACTOR to the OWNER shall be as per the correspondence distribution schedule. All communications including technical-commercial clarification and/or comments shall be addressed to OWNER and shall always bear reference to CONTRACT.

54.1.1 Correspondence on technical and commercial matters shall be dealt with in separate letters and each copy of the letter shall be complete with all Annexure, if any.

54.2 Any notice to the CONTRACTOR under the terms of the CONTRACT shall be served by registered mail/Speed Post, fax or courier.

54.3 Any notice to the OWNER shall be served from the CONTRACTOR's Principal office in the same manner.

54.4 Any written order or instruction of OWNER or his duly authorised representative, communicated to authorised representative of the CONTRACTOR at site office shall be deemed to have been communicated to the CONTRACTOR at his legal address.

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

55.0 MATERIALS AND EQUIPMENT

55.1 Materials

55.1.1 CONTRACTOR shall supply, to the OWNER, all materials required for incorporation in the permanent works as determined by the CONTRACTOR, within the scope of work, to be necessary to establish, commission and operate (so far as concerns mandatory spares) the PLANT/ Unit delivered on CIF basis at Indian port of CONTRACTOR's choice in respect of imported materials and delivered ex-factory at the price of materials specified in the Price Schedule. It is hereby clarified that the said contract shall include a contract for the sale and supply within the price of materials (and any recoveries in respect thereof under any policy of insurance) of all materials required for the replacement of any defective materials and any materials lost, damaged or destroyed during transit, storage, fabrication, erection or otherwise prior to the issue of PRELIMINARY ACCEPTANCE CERTIFICATE.

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55.1.2 INVOICES

CONTRACTOR's invoices shall be raised as per approved Billing Schedule.

- (a) The CONTRACTOR's invoice shall be in the format with all the requisite information as prescribed under GST Laws.
- (b) Before raising GST invoices, CONTRACTOR shall coordinate with the OWNER with respect to address and GSTIN number on which such invoices have to be raised

55.1.3 The CONTRACTOR shall be responsible at his own cost and initiative within the scope of services, to take delivery of the materials from the port of delivery in India in respect of imported materials and from the factory or ware-house or other place(s) of delivery in respect of indigenous materials and to transport these to the CONTRACTOR's stockpiles, godowns or other places of storage approved by the PROJECT MANAGER, and to transport the same from said godowns or place(s) of storage to the work site for installation in the permanent WORKS.

55.1.4 The work of delivery and transportation of materials shall include (but not be limited to) the following:

- i) Clearance of the goods through custom and port clearance including filling and/or filing of all custom manifests, bills of entry, and custom declarations and other documents as may be required for the clearance of the goods from customs or port authorities, for which purpose the OWNER shall, from time to time, grant to the CONTRACTOR or the CONTRACTOR's designate(s), such authority(ies) as may be reasonably required by the CONTRACTOR in this behalf.
- ii) Stevedoring, clearing, forwarding and handling services as required for clearing, forwarding and handling imported and indigenous materials and consignments including payment at CONTRACTOR's cost of any demurrage, wharfage, port charges, siding charges, retention charges, detention charges or other charges whatsoever and howsoever designated or levied by any railway, air-port, ship and/or other authorities for or in connection with the loading, unloading or detention of any materials or vessels or other means of transport beyond the free period or unloading, clearance, retention or detention or loading, as the case may be, provided by the relevant authority(ies) or carrier(s) in this behalf.
- iii) All works and operations necessary to lift and to remove the material from port, ware-house, railway or other siding, factory or other places of delivery, loading, handling, transporting and unloading and safely stacking, placing or storing the same at approved godowns, yards or other place(s) of storage including lashing or other-wise securing or protecting the same in transit and during and in storage.
- iv) Supply, procurement, mobilization, and deployment of all labour thereof, equipment & machinery necessary for lifting, loading, handling, removing, transporting, unloading, stacking or securing the materials.
- v) Transit and storage insurance of all materials for the full replacement value thereof delivered at site.

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vi) All acts, deeds, matters or things required to fulfil all local, municipal and other statutory authorities with respect to the transportation of any materials through or into any State, municipal, local or other barriers or limits or for the import of the materials or any of them within the limits of such barrier, including payment of octroi or other local toll, terminal and/or entry or other taxes payable on the passage or entry of the materials through or within any local limits, for which purpose the OWNER shall give the CONTRACTOR and/or CONTRACTOR's designate(s) any and all authority(ies) as may be reasonably required in this behalf. If Road Permits, Entry Permits, Transit Permits or the like for the transportation of any materials is to be obtained in the name of the OWNER, the OWNER shall at the request of the CONTRACTOR sign and provide such documents as are required to be furnished by the OWNER to obtain the Permit(s).

vii) All other acts, deeds, matters and things whatsoever ancillary, auxiliary or incidental to the above including but not limited to the grading of the site and/or creation of temporary approaches and ramps etc. as may be required.

55.1.5 Heavy Lift Consignment (HLC) or Over Dimensional Consignments (ODC).

- i) CONTRACTOR shall make his own arrangements for movement of all consignments including ODC/HLC.
- ii) CONTRACTOR confirms that it has surveyed the route for transportation of ODC items of EQUIPMENT and CONTRACTOR further confirms that it has included all cost of repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. as required for transportation of ODC items of EQUIPMENT in its CONTRACT PRICE. OWNER shall not be responsible for repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. as required for the transportation of ODC items of EQUIPMENT and shall not be liable to reimburse the cost of such repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. to CONTRACTOR.

55.2 GENERAL PROVISION WITH REGARD TO MATERIALS

55.2.1 The CONTRACTOR shall, within the scope of work, undertake the following activities and responsibilities with respect to and in addition and without prejudice to the activities and responsibilities under Clause 55.1.0 and associated clauses there under in respect of materials:

- i) The CONTRACTOR shall in taking delivery, ensure compliance of any condition for delivery applicable to deliveries from the concerned authority or carrier, and shall be exclusively responsible to pay and bear any detention, demurrage or penalty or other charges payable by virtue of any delay or failure by the CONTRACTOR in lifting the materials or in observing any of the conditions aforesaid, and shall keep the OWNER indemnified from and against all consequences thereof

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- ii) The CONTRACTOR shall maintain a day-to-day account of all materials indicating the daily receipt(s), consumption(s) and balance of each material and category thereof. Such account shall be in the format, if any, prescribed by the PROJECT MANAGER and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR MANAGER's office and site(s) and shall be open for inspection and verification (by verification of documents in support of the entry as also by feasible verification of the stock) at all times by the PROJECT MANAGER with authority at all times without obstruction to enter into or upon any godown or other place(s) or premise(s) where the materials or any part of them are lying or stored and to inspect the same himself and or through his representative(s).
- iii) All materials shall be taken delivery of, held, stored and utilised by the CONTRACTOR as Trustee of the OWNER, and delivery of the material to the CONTRACTOR shall constitute an entrustment thereof to the CONTRACTOR, with the intent that any utilization, application or disposal thereof by the CONTRACTOR otherwise than for permanent incorporation in the contractual works in terms of the contract shall constitute a breach of trust by the CONTRACTOR.
- iv) The CONTRACTOR shall at all times be exclusively responsible for any and all losses, damages, deterioration, misuse, wastage, theft, or other application or misapplication or disposal of the materials or any of them contrary to the provisions hereof and shall keep the OWNER indemnified from and against the same and shall forthwith at its own cost and expenses replace any such material, lost, damaged, deteriorated, misused, wasted, stolen, applied, mis-applied and/or disposed as aforesaid with other material of equivalent quality and quantity delivered to site at the CONTRACTOR's risks and costs in all respects.
- v) The CONTRACTOR shall take out, at his own cost and keep in force at all times, during transit, handling, storage, and erection upto completion in all respect of the work, policy(ies) with Insurance Company(ies) approved by the OWNER for the full replacement value of the materials at site against the risks hereinafter specified. Such policies shall be in the joint names of the OWNER and the CONTRACTOR, with exclusive right in the OWNER to receive all monies due in respect of such policy(ies) and with right in the OWNER (but without obligation to do so) to take out and pay the premia for any such policy(ies) and deduct the premia and any other costs and expense in this behalf from the monies for the time being due or in future becoming due to the CONTRACTOR. In case of Insurance claim, the GST leviable on the transfer of the claim money from OWNER to CONTRACTOR shall be over and above the GST cap indicated in the CONTRACT and shall be borne by OWNER.
- a) Notwithstanding anything herein provided, the CONTRACTOR shall be and remain solely and exclusively liable to repair, restore or replace, as the case may be, the materials damaged or destroyed as a result of any act or omission, notwithstanding the existence or otherwise of any policy(ies) of insurance aforesaid, with the intent that any policy(ies) of insurance aforesaid taken out by the CONTRACTOR or by the OWNER, on default by the CONTRACTOR, shall not anyway absolve the CONTRACTOR from his full liability up to and until issue of the PRELIMINARY ACCEPTANCE CERTIFICATE as provided for herein in respect of the works, the work(s) and all materials incorporated therein shall be

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and remain at the risks of the CONTRACTOR in all respects, including (but not limited to) accident, lightning, earth-quake, fire, storm, flood, tempest, riot, civil commotion and/or war or otherwise with respect to the materials, but shall constitute merely an additional security and not a substitution of liability.

- b) It shall be the exclusive responsibility of the CONTRACTOR to lodge and pursue any or all claims in respect of the insurance aforesaid.
- c) The CONTRACTOR shall, as a condition to the certification of any Running Account Bill, satisfy the OWNER/ Project Manager of the existence of one or more policy(ies) of insurance, covering the materials as specified herein. The policy(ies) of insurance aforesaid shall cover all insurable risks, including but not limited to, any loss or damage commencing from the supplier's ware house in handling, transit, storage and during erection, theft, pilferage, riot, civil commotion, force majeure (including earth quake, flood, storm, cyclone, tidal wave, lightening and other adverse weather conditions), accidents of kinds, fire, war risks and explosion.
- vii) If the CONTRACTOR shall default in replacing at the job site, free of any cost to the OWNER, any material lost, damaged, deteriorated, misused, wasted, short, stolen, misapplied or disposed of within the provisions hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials.

55.3.0 **BILLS OF MATERIALS**

- 55.3.1 The CONTRACTOR shall furnish to the OWNER a detailed Bill of Materials specifying the materials, which on preliminary determination made by the CONTRACTOR, will be required to be incorporated in the permanent works in order to establish the WORKS/ Unit and to operate the PLANT/Unit (to the extent of the mandatory spares), including construction materials.
- 55.3.2 Each item entered in the Bill of Materials shall be priced, so far as possible, in conformity with the details given in this behalf in the priced bid. The Bill of Materials and said price break-up therein and in the price bid are intended only to form a basis for the purpose of calculating on account payments and for calculating payments due to the CONTRACTOR under Clause 34.0 of GCC upon cancellation of contract, and for no other purpose.
- 55.3.3 The OWNER shall review or cause to be reviewed the prima facie adequacy, sufficiency, validity and/or suitability of the materials listed in the Bill of Materials for the works for which they are intended, and of the prices indicated in the Bill of Materials in respect thereof. Such review shall be performed in conjunction with the design, engineering, specification and other technical reviews to be done by the OWNER and all provisions applicable thereto with reference to critical drawings shall be applicable to the review of the Bill of Materials.
- 55.3.3.1 The priced Bill of Materials as approved by the OWNER shall constitute the Bill of Materials envisaged in the contract documents. However, no such approval shall, in any manner, absolve the CONTRACTOR of his full responsibility under the CONTRACT to sell and supply to the OWNER at and within the price of materials quoted in the Price Schedule, all materials required for the permanent incorporation in the works and which are required to establish, commission and operate (to the extent of mandatory spares)

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the PLANT/ Unit in accordance with the CONTRACT and the specifications, complete in all respects including spares, tools, tackles and testing equipment, so far as included within the scope of supply, whether or not any particular material is actually included within or omitted in the Bill of Materials and whether or not the price thereof is included in the price indicated in the Bill of Materials and whether or not the price thereof is in conformity with the price thereof indicated in the Bill of Materials. The review and approval of the Bill of Materials and the prices therein are intended only for the satisfaction of the OWNER that the priced Bill of Materials, prima-facie covers the materials required to be supplied by the CONTRACTOR within the scope of supply.

55.3.4 The Bill of Materials shall be subject to amendment in both items and prices in so far as necessary consequent upon any amendment in any relevant related technical particulars, and upon any amendment, the amended Bill of Materials as approved by the OWNER, shall thereafter constitute the Bill of Materials as envisaged in the CONTRACT documents, provided that unless the amendment results from a CHANGE ORDER and/or agreed variation, no such amendment shall anyway impose any liability on the OWNER to pay customs and other import duties in excess of the customs and other import duties payable on the value of imported materials as indicated in the Price schedule but for such amendment.

55.4 **SUPPLY OF MATERIALS**

55.4.1 The CONTRACTOR shall supply the materials required to be supplied within the Contractor's scope of supply for incorporation in the permanent works in accordance with and to meet the requirements in quality, quantity and other particulars of the descriptions, specifications, plans, drawings, designs and other documents applicable thereto, and the CONTRACTOR shall be deemed to have undertaken that all materials selected, procured and supplied by the CONTRACTOR within the scope of supply shall be of the best quality and workmanship and shall be capable of producing the designed desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.

55.4.2 The CONTRACTOR shall undertake and complete the supply of materials within the scope of supply to meet the scheduled progress and requirements of the WORK within the scope of work.

55.4.3 Within 30 (thirty) days from the EFFECTIVE DATE OF CONTRACT, the CONTRACTOR shall submit to the OWNER for approval in respect of each work or groups of work, a detailed Delivery Schedule in Graphical or other suitable form giving dates of starting and finishing the various supplies relating to the WORK, providing sufficient margin to cover for contingencies. The PROJECT MANAGER and the CONTRACTOR shall thereafter, within 14 (Fourteen) days, settle the Delivery Schedule which shall form part of the CONTRACT with attendant obligations upon the CONTRACTOR to make the various deliveries/supplies involved on or before the date(s) mentioned in respect thereof in the Delivery Schedule.

55.4.4 All materials shall be deemed to have been accepted only when the material is received at the project SITE and accepted by the PROJECT MANAGER. Such acceptance shall however, be subject to the terms and conditions hereof, including the right of rejection and/or replacement as elsewhere herein specified.

55.4.5 Deleted

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- 55.4.6 Any reference in the CONTRACT documents to the “approved Delivery Schedule” or to the “Delivery Schedule” shall mean the approved Delivery Schedule specified in Clause 55.4.3 above.
- 55.4.7 Within 7 (Seven) days of the occurrence of any act, event or omission which, in the opinion of the CONTRACTOR, is likely to lead to delay in the commencement or completion of delivery of any particular material or of all material and is such as would entitle the CONTRACTOR for an extension of the time specified in this behalf in the Delivery Schedule(s), the CONTRACTOR shall inform the PROJECT MANAGER in writing of the occurrence of the act, event or omission and date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the CONTRACTOR is of opinion that an extension of time specified in the Delivery Schedule related to particular material(s) or in relation to all materials is necessary, the CONTRACTOR shall within 7 (Seven) days after the cessation or fulfilment as aforesaid make a written request to the PROJECT MANAGER for extension of the relative time specified in the Delivery Schedule and the PROJECT MANAGER shall at any time, prior to completion of the work, extend the relative time of completion in the Delivery Schedule for such period(s) as he considers necessary, if he is of reasonable opinion that such act/event/omission constitutes a ground for extension of time in terms of the CONTRACT and that such act/event/omission has in fact resulted in insurmountable delay to the CONTRACTOR.
- 55.4.8 Notwithstanding the provisions of Clause 55.4.7 hereof, the OWNER may at any time after the completion of the work in all respects at the request of the CONTRACTOR made by way of appeal either against a decision of the PROJECT MANAGER taken under Clause 55.4.7 or against the PROJECT MANAGER’s refusal to take a decision under the said clause, if satisfied of the existence of any ground(s) justifying the delay/omission, extend the date of delivery of any materials for such period(s) as the OWNER may consider necessary. If the Contractor disagrees with the decision of the OWNER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.
- 55.4.9 If the CONTRACTOR fails to supply the materials in accordance with the dates in this behalf specified in the Delivery Schedule which has an impact on the critical path of the schedule, the CONTRACTOR shall provide the OWNER with a suitable plan to recover the delay, but without prejudice to any other rights, discount or remedy available to the OWNER in respect of such delay or failure.
- 55.4.10 **MAKE OF MATERIALS**
- i) All equipment and materials to be supplied under this CONTRACT shall be from approved vendors as indicated in the Bidding Document or as otherwise approved by the PROJECT MANAGER / OWNER.
 - ii) Wherever any item is specified by a brand name, manufacturer or vendor, the make mentioned shall be for establishing type, function and quality desired. Other makes will be considered, provided sufficient information is furnished to the OWNER/ PROJECT MANAGER, to assess the makes proposed by the CONTRACTOR as equivalent and acceptable and approved by PROJECT MANAGER.

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- iii) Where the makes of materials are not indicated in the Bidding document, the CONTRACTOR shall furnish details of proposed makes and supplies and supply the same after obtaining the OWNER's/ PROJECT MANAGER's approval.

55.5.0 **CERTIFICATE OF VERIFICATION AND GOOD CONDITION**

- 55.5.1 The CONTRACTOR shall, before supply of material covered within the scope of supply, at his own risks, costs and initiative, undertake or cause to be undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and shall cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material(s) which has/have not passed such tests/analysis or inspection and which are not accompanied by the tests results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and/or practices.
- 55.5.2 On arrival of the material at site the CONTRACTOR shall give written notice thereof to the PROJECT MANAGER or Inspection Agency notified by the OWNER in this behalf, to inspect the materials, and shall keep in readiness for inspection, the materials and the relevant tests results, reports and certificates hereto.
- 55.5.3 Notwithstanding any other provisions in the contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall, if so required by the PROJECT MANAGER or Inspection Agency in writing at his own risks and costs, analyse, test, prove and weigh all materials (including materials incorporated in the works) required to be analysed, tested, proved and/or weighed by the PROJECT MANAGER or Inspection Agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the PROJECT MANAGER or Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof of weighment of the materials as directed by the PROJECT MANAGER or Inspection Agency.
- 55.5.4 If on Inspection or proof, analysis or tests as aforesaid the PROJECT MANAGER or Inspection Agency nominated by the OWNER in this behalf is prima facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials and description given in the shipping documents and in the CONTRACTOR's invoices in this behalf and that the test reports/results/certificates given in respect thereof are prima facie in conformity with the relevant result/reports/certificates required in respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the PROJECT MANAGER shall issue to CONTRACTOR, a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition elsewhere envisaged in the CONTRACT documents. Should the PROJECT MANAGER not issue said Certificate within 5 working days, following the conformity of the aforementioned requirements, the Certificate of Verification and Good Condition shall be deemed issued.
- 55.5.5 Such certificate is only intended to satisfy the OWNER that prima facie the material supplied by the CONTRACTOR is in order and shall not anyway absolve the CONTRACTOR of his/its full responsibility under the CONTRACT in relation thereto, including in relation to specification fulfillment and/or performance or other guarantees.

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55.5.6 Notwithstanding that any area(s) or source(s) has/have been suggested by the OWNER to the CONTRACTOR from which any material for incorporation in the WORKS can be obtained, the CONTRACTOR shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested by the OWNER and suitability of the material available from such source(s) with the intent that any suggestion as aforesaid shall not anyway relieve the CONTRACTOR of his full liability in respect of the suitability and quality of the material(s) obtained from said source(s) and the CONTRACTOR shall obtain material(s) there from and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such suggestion by the OWNER shall only be by way of assistance to the CONTRACTOR and shall not entail any legal responsibility or liability upon the OWNER.

55.6.0 **MATERIALS WITHIN THE CONTRACTOR'S SCOPE OF SUPPLY**

55.6.1 The OWNER does not warrant or undertake the provisions of any materials and the CONTRACTOR shall not imply, by conduct, expression or assurance or by any other means, any promise or obligation on the part of the OWNER in his respect understood by the CONTRACTOR.

55.7.0 **SHIPPING AND OTHER DOCUMENTS**

55.7.1 Without prejudice to any other obligations of the CONTRACTOR under the CONTRACT, and in addition to any other documents required to be furnished by the CONTRACTOR under the CONTRACT, the CONTRACTOR shall, in respect of all items and materials imported into India, obtain and furnish within 7(seven) working days to the OWNER, at his own cost and initiative, the following documents (hereinafter for the sake of brevity collectively referred to as the "the said documents") according to the provisions of the following clauses, namely :

- i) Signed Invoice(s);
- ii) Clean Bill of Lading;
- iii) Packing lists/Mill Tally Sheets;
- iv) Certificate of origin;
- v) Consular's Invoice, if necessary ;
- vi) Export License/documents, if applicable; and
- vii) Any other document(s) or literature required for Custom clearance;
- viii) Phytosanitary Certificate for packing material as per International norms

55.7.2. The Bill of Lading shall be drawn to show the CONTRACTOR, the description of the items/materials giving the dimensions, quantities, weights, and all other details required for Customs clearance of the consignment, and/or as may be specified by the OWNER from time to time in this behalf.

55.7.3. The Bill of Lading shall show the gross freight amount, and shall either indicate or be accompanied by the carrier's statement of charges and shall carry all other particulars necessary to bind the carrier.

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- 55.7.4 The CONTRACTOR shall not less than 7(seven) clear days before the contemplated date of shipment, inform the PROJECT MANAGER of the contemplated date of relative shipment of the item(s) or material(s) and of the contemplated date of arrival thereof in India.
- 55.7.5 In addition, within 14 (fourteen) working days of the date of shipment, the CONTRACTOR shall dispatch, by Air Courier, according to the instructions of the PROJECT MANAGER in this behalf, 10 (Ten) sets/copies of the said documents.
- 55.7.6 The CONTRACTOR shall also, within 48 (Forty-Eight) hours of shipment, send intimation of shipment by fax or scanned copy by email to the addresses of the OWNER and/or PROJECT MANAGER specified in this behalf.
- 55.7.7 The Invoice shall be drawn in the name of the OWNER and shall state the quantity and detailed description of each item supplied reflecting the value of each item/material and the basis of delivery as CIF.
- 55.7.8 The description of each item/material indicated in the Invoice and the Bill of Lading shall conform to the description of the item/material as given in the relative Import License(s)/Permit(s) issued to the OWNER in this behalf.
- 55.7.9 The Invoice and Bill of Lading shall also indicate on the face of it, the Number, date and validity of the Import License (if the Import License has been revalidated, Number and date of re-validation) against which the Import is being made.
- 55.7.10 Invoice(s) referred to with reference to the said documents are intended merely to comply with customs and Import formalities and will not create any obligation for payment thereof or against unless specifically as provided elsewhere in the CONTRACT.
- 55.7.11 The OWNER reserves the right to vary the said list of documents by addition thereto or subtraction there from and to vary applicable instruction(s) from time to time.
- 55.7.12 CONTRACTOR shall send intimations of despatches indicating items despatched, quantity, value, weight and carrier particulars directly through fax to the insurance company fixed by CONTRACTOR. A copy of this letter/ intimation shall also be given to commercial negotiating bank for payment against Letter of Credit. Copies shall also be sent to OWNER.

55.8 PACKING AND FORWARDING

55.8.1 IMPORTED SUPPLIES

- The CONTRACTOR wherever applicable, shall, after proper painting, pack and crate all materials for shipment in a manner suitable for export to a tropical, humid climate in accordance with internationally accepted export practices and in such a manner so as to protect them from damage and deterioration in transit by road, rail and/or sea and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) to the materials due to improper packing.

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- The CONTRACTOR shall notify the OWNER and PROJECT MANAGER of the date of each shipment from the port of embarkation as well as of the expected date of arrival of such shipment at the designated port of arrival only for the OWNER's/ PROJECT MANAGER'S information.
- The CONTRACTOR's notification shall give complete shipping information concerning the weight, size and content of each package and such other information as the OWNER may require.
- The packing material used should be duly certified by a Phytosanitary Certificate issued as per international norms.

55.8.2 INDIGENOUS SUPPLIES

- The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) due to improper packing.
- The CONTRACTOR shall notify OWNER/ PROJECT MANAGER of the date of each shipment from the works and expected date of arrival at the site for the information of OWNER/ PROJECT MANAGER.
- The CONTRACTOR's notification shall also give all shipping information concerning the weight, size and content of each packing and such other information as the OWNER/ PROJECT MANAGER may require.
- The following documents shall be sent to the OWNER/ PROJECT MANAGER within 10 (ten) days from the date of shipment :
 - Invoice (2 copies)
 - Packing List (2 copies)
 - Test Certificate (4 copies)
 - Railway Receipt/Lorry Receipt (2 copies)
 - Insurance Certificate (2 copies) or copy of MCE Policy
 - Third Party Inspection Release Note or Inspection Certificate as per QAP approved by OWNER/ PROJECT MANAGER or waiver certificate issued by OWNER/ PROJECT MANAGER (2 copies).

55.8.3 Assembly Marks and Name Plates

- 55.8.3.1 All component/parts of EQUIPMENT shall be indelibly hard marked with identification marks, comprising EQUIPMENT, part numbers, and CONTRACT number/PO number which shall also be shown on drawing to facilitate speedy identification, assembling or dismantling.

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55.8.3.2 On each EQUIPMENT, a nameplate indicating basic details, pressure rating, wherever applicable, code number of EQUIPMENT, electrical characteristics in case of electrical EQUIPMENT, name of instrument with tag no., manufacturer's name shall be fixed at proper place.

55.8.3.3 For packages where marking is not possible at least two metallic nameplates must be affixed. Marking on the plates will be by means of engraving or indelible paint and will include the information listed above.

55.8.4 Marking

55.8.4.1 CONTRACTOR shall mark the following on packing three sides i.e. two sides faced and cover (Top) EQUIPMENT with indelible paint in conspicuous printed letters not less than 5 cm. in size in English:

For Imported EQUIPMENT

Government of India
A/c COAL TO AMMONIUM NITRATE PROJEC, ODISHA, INDIA
.....

- a) CONTRACT /PO NO. : _____
- b) Equipment Description and Item Nos. : _____
- c) Package : _____ of _____
- d) Gross / Net Weight (Kgs.) : _____
- e) Dimension L x W x H cms. : _____
- f) WARNING MARKS (FRAGILE, ATTENTION, TOP, KEEP DRY ETC.)
- g) Forwarding No. : _____
- h) Part shipment/full shipment/final shipment : _____
- i) Each package shall bear a symbol contained in the package as follows:
 'A' Storage in a closed storehouse.
 'B' Storage under a shed.
 'C' Storage in the open.

55.8.4.2 Depending on the characteristics of the contents in the packages, the packages have to be marked with appropriate international marking ("HANDLE WITH CARE"; "THIS SIDE UP"; "SLING MARK"; ETC.) and other indications necessary for correct handling such as Centre of Gravity and points of slinging (in case of heavy loads).

55.8.4.3 For packages where marking is not possible, at least two metallic nameplates must be affixed. Marking on the plates will be by means of engraving or indelible paint and will include the information listed above.

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55.8.4.4 All corners of the packages shall be painted with indelible 'Blue' paint at least 125 mm in depth for easy identification/location of the packages for clearance and handling at the port.

55.8.5 Packing List

55.8.5.1 CONTRACTOR will include in each package an item-wise packing List, Invoice No. and associated drawings.

55.8.5.2 The packing list and any other documents shall be put in a closed polyethylene envelope and included in each package.

55.8.5.3 A second copy of the packing list shall be placed in a polyethylene envelope on the outside of the each package by means of metallic plate marked "Documents". As regards columns, exchangers and similar equipment, the envelope shall be placed in a nozzle being identified by an arrow, in indelible paint, followed by the word "Document".

55.8.5.4 Shipping documents must always be presented in the number of copies indicated in this CONTRACT.

55.9 EQUIPMENT

55.9.1 The CONTRACTOR shall be exclusively responsible to arrange for importation into India in its own name on drawback or re-export or other basis all equipment, if any, required to be imported into India for the purposes of the WORK and to pay and bear the customs, import and other duties and levies (if any) payable thereon or in respect thereof, and will be solely responsible for the timely and proper compliance of all applicable terms and conditions and formalities relative thereto.

55.9.2 The CONTRACTOR shall within 4 (four) months from the date of receipt of Acceptance of Bid, furnish to the PROJECT MANAGER a list of the said equipment which he proposes to import into India on a draw-back/re-export basis for the purposes of the work, together with complete details thereof. The OWNER may without obligation or responsibility furnish to the Import Licensing Authorities in India its recommendations relative to import of such equipment which the OWNER considers necessary for the work. The OWNER may also without obligation or responsibility render such assistance as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain the relative Import License(s)/Permit(s) for the importation of the said equipment on a draw-back/re-export basis.

55.10 MISCELLANEOUS IMPORTS

55.10.1 The CONTRACTOR shall be exclusively responsible at his own costs and initiative to arrange for importation into India, to import into India, to pay Custom duties and Port and other charges and levies, to clear from Customs and to transport to job site all consumables, spares for the CONTRACTOR's equipment and other materials and things whatsoever not covered under the OWNER's obligation provided that the OWNER may, without obligation or responsibility, render the CONTRACTOR such assistance by way of recommendation to the Import Control authorities in India or otherwise as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain Import License(s)/Permit(s) for importation of such consumables, spares, material and other items as the OWNER considers necessary for

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importation by the CONTRACTOR for the purpose of the CONTRACT, taking into account local availability.

55.10.2 Any obligation undertaken or recommendation, facility or assistance provided by the OWNER to the CONTRACTOR for or in relation to the importation of any equipment or material whatsoever into India by or on behalf of the CONTRACTOR pursuant to the provisions hereof or otherwise shall be without any responsibility or liability whatsoever upon the OWNER and without right in the CONTRACTOR to raise any claim or demand or to seek extension of time on account of any delay or failure on the part of the OWNER or any delay or failure by the CONTRACTOR in obtaining Import License(s) and/or permits for importation thereof into India.

55.10.3 All materials and equipment Imported into India by or on behalf of the CONTRACTOR for and in connection with the WORK and any obligation undertaken or recommendation, facility or assistance provided by the OWNER relative thereto shall be on the clear understanding that the MATERIALS and EQUIPMENT shall be utilised only for and relative to the performance of the WORK covered by the CONTRACT.

55.10.4 All the EQUIPMENT and temporary works and MATERIALS when brought to or erected on the job site, shall be exclusively intended for execution of WORKS and the CONTRACTOR shall not remove the same or any part thereof, except for the purpose of moving it from one part of the job site to another, without the prior consent in writing of the PROJECT MANAGER.

55.10.5 Upon completion of the works, the CONTRACTOR shall within the scope of work remove from the job site all the equipment and temporary works remaining thereon.

55.10.6 All EQUIPMENT, MATERIALS and temporary works shall at all times be and remain at the risks of the CONTRACTOR in all respects. The OWNER shall not, at any time, be liable for the loss or destruction of or damage to any EQUIPMENT, temporary works or MATERIALS for any reason whatsoever.

55.11 UTILITIES AND CONSUMABLES ETC.

55.11.1 Subject to any other provision to the contrary in the CONTRACT, the CONTRACTOR shall be and remain at all times exclusively responsible within the scope of work to provide all utilities, consumables, permits, licenses, easements and facilities and other items and things whatsoever required for or in connection with the WORK, including but not limited to those indicated by expression or implication in the bid documents and/or other CONTRACT documents or howsoever otherwise as shall be or may from time to time be necessary for or in connection with the WORK.

56.0 MEASUREMENTS, CERTIFYING INSPECTIONS AND PAYMENTS

56.1 Final Measurements

56.1.1 Within 15 (fifteen) days from the date of certification of works completed /milestone achieved in respect of the WORKS, or of any portion of the WORKS, section, group or job site, as the case may be, measurements for the works covered by such certification shall be jointly taken by the PROJECT MANAGER and the CONTRACTOR as herein provided.

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56.1.2 If the CONTRACTOR fails to apply to the PROJECT MANAGER for measurements within 15 (fifteen) days from the date of certification of works completed/ milestone achieved as specified in Clause 56.1.1, the PROJECT MANAGER shall notify the CONTRACTOR in writing of the date(s) for measurements, and require the CONTRACTOR to be present on date(s) so notified.

56.2 Mode of Measurement

56.2.1 All measurements shall be recorded in the metric system, and shall be taken in accordance with the procedures set forth or provided for in the Schedule of Rates, Specifications and other CONTRACT Documents.

56.2.2 Where the mode of measurement is not provided for in the CONTRACT Documents in respect of any item of work, it shall be measured in accordance with the Indian Standard Specification No. 1200 (latest edition) and in the event of such item not being covered by Indian Standard Specifications, it shall be measured in accordance with the method of measurement in this behalf specified by the PROJECT MANAGER, whose decision in this regard shall be final and binding upon the CONTRACTOR. If the Contractor disagrees with the decision of the PROJECT MANAGER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.

56.2.3 All measurements shall be taken jointly by the PROJECT MANAGER and the CONTRACTOR or their respective representatives. The CONTRACTOR or his authorized representative shall be entitled to remain present at all times when joint measurements are being taken.

56.2.4 Despite due intimation, if the CONTRACTOR omits or fails to be present to witness joint measurements, the measurements shall be taken in the presence of the PROJECT MANAGER and the measurements so recorded and signed by the PROJECT MANAGER as correct, shall be final and binding upon the Parties.

56.2.5 Except in cases covered by Clause 56.2.4, in all other cases measurements shall be signed and dated on each page by the CONTRACTOR / CONTRACT MANAGER and PROJECT MANAGER or his representative. If the CONTRACTOR objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be dated and authenticated by the CONTRACTOR / CONTRACT MANAGER and PROJECT MANAGER or his representative. In the absence of any objection noted as aforesaid, the CONTRACTOR shall be deemed to have accepted the relative measurements as entered in the Measurement Book / Sheets and shall be barred from raising any objection in respect of any measurements recorded in the Measurement Book.

56.2.6 All objections noted in the Measurement Book in terms of Clause 56.2.5 shall be considered and decided within 15 days by the PROJECT MANAGER. The decision of the PROJECT MANAGER relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding upon the Parties. If the Contractor disagrees with the decision of the PROJECT MANAGER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.

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56.2.7 The measurement as finally recorded in terms of Clause 56.2.4 or Clause 56.2.5 or 56.2.6, as applicable, shall be the Final Measurement.

56.3 CERTIFYING INSPECTIONS

All provisions referred to in Clauses 56.1 to 56.2, in respect of Mode of Measurement, shall apply to all inspections required to be made in order to qualify the CONTRACTOR for any payment(s) under the CONTRACT and any reference in the said clauses to measurements shall, for the purpose of this clause, be deemed to be a reference to certifying inspections and any reference therein to the measurement book shall, for the purpose of this clause, be deemed to be a reference to the certifying inspection book.

56.4.0 FINAL BILL

56.4.1 On the basis of the LUMPSUM PRICE provided in the CONTRACT and subsequent Change Order(s)/Amendment(s), if any and the approved billing schedule, the CONTRACTOR shall prepare a Final Bill in the prescribed form. Additions claimed to the LUMPSUM PRICE or reductions thereof on account of CHANGE ORDER(s) shall be separately indicated in the Final Bill with reference to the relative CHANGE ORDERS(s).

56.4.2 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 56.4.1 hereof separately state, include therein all claims of the CONTRACTOR if any with full particulars of the nature of such claim, grounds on which it is based and the amount claimed.

56.4.3 The Final Bill drawn in accordance with Clause 56.4.1 shall be submitted together with the PRELIMINARY ACCEPTANCE CERTIFICATE to the PROJECT MANAGER for certification, who shall certify the Final Bill, if drawn in accordance with Clause 56.4.1. After certification of the PROJECT MANAGER, the Final Bill shall be submitted in quadruplicate (or in such other number of copies as the OWNER may prescribe) accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE to the OWNER for payment.

56.4.4 All monies payable under the CONTRACT for WORKS to be performed and MATERIALS to be supplied up to and including successful completion and final tests and commissioning of the system and performance tests shall become due and payable to the CONTRACTOR only after submission to the OWNER of the Final Bill prepared in accordance with the provisions of Clause 56.4.1 hereof and associated provisions there under accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE in respect of the WORKS.

56.4.5 Payments of the amount(s) due on the Final Bill to the extent certified by the PROJECT MANAGER, shall be made within 84 (Eighty Four) days from the due date as specified in Clause 56.4.4 hereof, subject to the deductions provided in Clause 56.4.6

56.4.6 All payments due to the CONTRACTOR on the Final Bill shall be subject to, tax deductions as provided for in Clause 56.7.2 and associated clauses there under, and any other deduction provided for herein or agreed to between the parties or required to be made under any law, rule or regulation having the force of law for the time being applicable, or elsewhere provided for in the CONTRACT documents.

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56.5.0 PRICE SCHEDULE

56.5.1 The remuneration determined due to the CONTRACTOR as provided for in Clause 56.4.1 hereof shall constitute the entirety of the remuneration and entitlement of the CONTRACTOR in respect of the WORK under the CONTRACT, and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

56.5.2 Without prejudice to the generality of the provisions of Clause 56.5.1 hereof, the Price Schedule and LUMPSUM PRICE shall be deemed to include and cover (unless otherwise expressly specified to the contrary in any CONTRACT document(s)):

- (i) All costs, expenses, outgoings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen, including force majeure) to be taken or which may occur in or relative to execution, completion, testing, commissioning and/or handling over the WORKS to the OWNER and/or in or relative to acquisition, loading, unloading, transportation, storing, working upon, using, converting fabricating, or erecting any item, equipment, system, material or component in or relative to the WORKS, and the CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the works and items, MATERIALS, EQUIPMENT, and components required for the proper and complete execution of the Works though the CONTRACT documents may not fully and precisely set out, describe or specify them, and the generality hereof shall not be deemed to be anyway limited, restricted or abridged because in certain cases the CONTRACT documents or any of them shall or may and/or in other cases they shall or may not expressly state that the CONTRACTOR shall do or perform any particular labour or service or because in certain cases the CONTRACT documents state that a particular work, operation, supply, labour or service shall be performed/made by the CONTRACTOR at his own cost or without additional payment, compensation or charge or without entitlement of claim against the OWNER or words to similar effect, and in other cases they do not, or because in certain cases it is stated that the same are included in or covered by the Price Schedule and in other cases it is not so stated.
- (ii) The cost of all construction and related vessels, craft, vehicles, movements, plant, equipment, distribution of water and power, construction of temporary roads and access, temporary works, pumps, wiring, pipes, scaffolding, piling, shuttering and other materials, supervision, labour, insurance, fuel, stores, spares, supplies, appliances and materials, items, articles and things whatsoever (foreseen or unforeseen) by expression or implication to be supplied, provided or arranged in or relative to or in connection with the performance and/or execution of the WORKS and/or related or incidental thereto, complete in every respect in accordance with the CONTRACT document, and the plans, drawing, designs, orders and/or instructions;
- (iii) The cost of mobilisation including but not limited to mobilisation of vehicles, movements, machinery, equipment, gear, tools, tackle, consumables and other items and goods and personnel necessary for or to perform the WORKS contemplated under the CONTRACT, preparation and erection of work yards and other work places and facilities necessary for or to perform the WORKS contemplated under the CONTRACT and/or to supply the material included

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within the scope of supplies including all work, labour, inputs, goods, EQUIPMENT, and other items and things whatsoever necessary for the performance of the WORKS, dismantling and/or removal of the same and restoration of the site, lifting the materials and transporting them to CONTRACTOR's stock piles/work yard, job sites and loading, stacking and/or storing the same.

- (iv) The costs and risks of all rents, royalties, licenses, permits, permission and other fees, duties, penalties, levies, and damages whatsoever payable for or in respect of any protected or patented goods, materials, equipment or processes employed in or relative to the works and of all rents, royalties, licenses, permits, permissions and any other fee, duty, penalty, levy, loss or damages payable on the excavation, removal or transportation of any material or acquisition or use of any right of way or other right, licenses, permit, privilege, permission or uses required for or relative to the performance of the WORK.
- (v) The cost of all taxes and duties payable in India with regard to materials supplied by the CONTRACTOR within the scope of supplies, all customs and import duties, Indian Income Tax, applicable GST, quay, wharfage, demurrage, detention and landing charges and all other duties, taxes, fees, charges, levies, and/or cesses whatsoever imposed or to be imposed by the Central Government or State Government or Municipal or Local Bodies or other Authorities whatsoever and payable on any materials supplied and/or on works performed without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof.
- (vi) The cost of all indemnities under the CONTRACT, and insurance premium on insurance required in terms of the CONTRACT documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen and unforeseen) including but not limited to risks of delay or extension of time or reduction or increase in the work or scope of work and/or cancellation of CONTRACT, and/or accident, strike, civil commotion, war, strike, labour trouble, third party breach, fire, lightning, inclement weather, storm, tempest, flood, earthquake and other acts of God, Government regulation or imposition or restriction, dislocation of road, rail, sea, air and other transport, access or facility, flooding of site and/or access roads and approaches thereto, suspension of work, sabotage and other cause whatsoever.
- (vii) The cost of all inspections, tests and certificates relative thereto including third party tests and/or inspections where necessary, and of items, instruments, plant and/or tools and appliances required to conduct such inspection and tests.
- (viii) The cost of all materials supplied and/or intended for incorporation in the WORKS supplied within the scope of work, delivery thereof to the job site, loading, transportation and unloading thereof, waste on materials, and return of empties and surpluses.
- (ix) The cost of all escalations (foreseen and unforeseen) including but not limited to increase in Government taxes and duties (beyond contractual completion period and any extension hereof due to reasons attributable to CONTRACTOR), labor costs and material costs and other inputs whatsoever..

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- (x) All supervision charges, establishment's overheads, finance charges and other costs and expenses and charges to the CONTRACTOR, and the CONTRACTOR's profit of and relative to the WORK and/or supply.
- (xi) The cost of all deductions, reductions, discounts, adjustments and withholdings whatsoever under or in connection with the CONTRACT.
- (xii) The cost of all taxes & duties payable in India with regard to materials supplied by the CONTRACTOR within the scope of supplies, all customs and import duties, Indian Income Tax, applicable GST, quay, wharfage, demurrage, detention and landing charges and all other duties, taxes, fees, charges, levies, and/or cesses whatsoever imposed or to be imposed by the Central Government or State Government or Municipal or Local Bodies or other Authorities whatsoever and payable on any materials supplied and/or on works performed without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof.
- (xiii) The cost of all CONTRACTOR's Travel expenses, Lodging & Boarding expenses, overtime, office/site establishment expenses, attending meetings, etc. related to execution of the contract.

56.5.3 The rates stated in the Price Schedule and the lumpsum price(s) shall not be subject to escalation or increase for any reason whatsoever unless otherwise provided in the CONTRACT documents.

56.6.0 ADVANCE PAYMENT

56.6.1 Without prejudice to the provisions of Clause 56.4.4 hereof, the OWNER shall by way of assistance to the CONTRACTOR, make payments to the CONTRACTOR during the progress of the work and/or supply on the basis of Running Account Bills or otherwise as elsewhere more specially provided for in the CONTRACT documents. However, all payments shall be as per the payment terms agreed as per relevant clause.

56.6.2 The following provisions shall apply with respect to "advance" payments to the CONTRACTOR:

56.6.3 Advance(s) paid to the CONTRACTOR shall carry interest at the rates specified in the SPECIAL CONDITIONS OF CONTRACT, and shall be adjustable (without prejudice to the any other mode of recovery) from the Running Account Bills of the CONTRACTOR as provided in the SPECIAL CONDITIONS OF CONTRACT.

56.6.4 The advances paid to the CONTRACTOR shall be used for execution of this contract only and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that an 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).

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56.6.5 Subject to the provisions of clause 34.0 of GCC all advances made by the OWNER to the CONTRACTOR shall forthwith become repayable to the OWNER in the event of the CONTRACT being terminated for any cause.

56.7.0 **MODE OF PAYMENT AND TAX DEDUCTIONS**

56.7.1 All payments made under or in terms of the CONTRACT, shall be paid through Electronic Fund Transfer mechanism (EFT).

56.7.1.1 Subject to the other provisions hereof, if the execution of the WORKS or the supply of the materials shall necessitate the importation into India of MATERIALS, plant or EQUIPMENT within the CONTRACTOR's scope of supply, or if the WORKS or any part thereof are to be executed by labour from outside India or if any other circumstances exists as shall render this necessary or desirable, a portion of the payments to be made under the CONTRACT shall be made in the appropriate foreign currencies as requested in the CONTRACTOR'S bid and accepted by the OWNER.

56.7.1.2 All payments required to be made by the OWNER to the CONTRACTOR in foreign exchange shall be paid through Electronic Fund Transfer mechanism (EFT).

56.7.1.3 On written request from the CONTRACTOR, the payments by the OWNER to the CONTRACTOR may be made by wire transfer to an account or accounts to be designated by the CONTRACTOR and maintained by the CONTRACTOR with a bank or banks in India in respect of Rupee payments and to a bank or banks in the country in which CONTRACTOR's relevant bank account is located in respect of the Dollar/Home Currency payments, and shall be deemed to have been fully discharged when deposited in Dollars/Home Currency or Rupees as the case may be, in the account or accounts designated by CONTRACTOR as aforesaid, provided that, once all acts necessary to initiate the relevant wire transfer have been completed within the time specified for such payment, any delays within the international or domestic banking system in the transfer of such payments to CONTRACTOR's account or accounts shall not give rise to a claim that OWNER has breached its payment obligations hereunder. If funds are not received in the account or accounts designated by CONTRACTOR, OWNER will furnish upon CONTRACTOR's written request, documentary substantiation that all steps necessary to initiate the transfer of such funds have been taken by OWNER's bank or banks. All costs associated with such wire transfer and incurred in India shall be for OWNER's account, and all other costs shall be borne by the CONTRACTOR.

56.7.2 The CONTRACTOR shall be primarily responsible for the payment of all Indian Income tax.

56.7.2.1 It is to understand that in terms of the Indian Law, the OWNER is responsible also to deduct at source Indian Income Tax at prescribed rates on any money paid or payable by the OWNER to a non-resident CONTRACTOR. With this in view, the following stipulations shall apply with respect to payments to non-resident CONTRACTOR.

- (i) The CONTRACTOR shall promptly apply for instructions from Income Tax Authorities in India of the rate at which deductions of tax at source shall be made by the OWNER on payments to the CONTRACTOR. Any reasonable information required by the OWNER or Income Tax Authorities for such instructions shall promptly be furnished by the CONTRACTOR, in the form (if any) required.

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Pending such instructions, the OWNER shall not release any payment to a non-resident CONTRACTOR.

Notwithstanding the foregoing, it is also agreed that the OWNER and the CONTRACTOR acknowledge that any International Tax Treaty, if any, in force between India and the Country of which CONTRACTOR is a resident for tax purposes shall be fully applied. Should the OWNER unduly apply any withholding tax in consideration of such international Treaty, CONTRACTOR shall be authorised to gross-up the CONTRACT PRICE accordingly and the OWNER shall pay CONTRACTOR the amounts become due.

- (ii) The amount(s) deductible at source by way of Indian Income Tax in accordance with the instructions of the Indian Authorities in conformity with applicable laws and international treaty or otherwise as aforesaid shall be deducted from all amounts payable by the OWNER to the CONTRACTOR.
- (iii) The amounts deducted shall be paid by the OWNER directly to the Income Tax Authorities on behalf of the CONTRACTOR. It is further agreed that the OWNER shall promptly provide CONTRACTOR with an official receipt in original issued by the relevant Administration in India of all the sums withheld and paid to the Indian tax Authorities.
- (iv) In the event of the amounts deducted being found ultimately to be in excess of the Indian Income Tax assessed, the CONTRACTOR shall be exclusively responsible to apply for and collect the refund thereof from the Income Tax authorities concerned in this behalf.
- (v) OWNER shall protect, defend, indemnify and hold CONTRACTOR or CONTRACTOR Group harmless, from any and all claims or liability with respect to the amount of Indian Income Tax deducted at source by OWNER on all amounts payable to CONTRACTOR, assessed or levied by the Government of India against CONTRACTOR for or on account of any act or omission on the part of the OWNER in breach of items (ii) and (iii) of this clause. Any interest, penalties or other liabilities arising from such failure shall be borne by OWNER. However, in the strict conformity with applicable laws and international treaty, in the event of the amount deducted being found to be less than the Indian Income Tax payable on assessment or otherwise, the CONTRACTOR shall forthwith pay the short- fall to the concerned Indian Income Tax Authorities. If the short-fall of tax deduction is resulted solely due to OWNER, the penalty and interest shall be OWNER's account."

56.7.2.2 The CONTRACTOR shall be exclusively liable to pay directly to the concerned Income Tax Authorities in India and to bear all Indian Taxes payable relative to employment of any personnel by the CONTRACTOR.

56.7.2.3 Payments to a CONTRACTOR resident in India shall be subject to deduction of taxes under Section 194 C of Income Tax and/or under other Section, law, rule or regulation for the time being in force providing for the deduction of tax at source.

56.8.0 CLAIMS BY THE CONTRACTOR

56.8.1 No claim(s) shall on any account be made by the CONTRACTOR after submission of the Final Bill, with the intent that the Final Bill prepared by the CONTRACTOR shall reflect any and all claims whatsoever of the CONTRACTOR against the OWNER arising out of or in connection with the CONTRACT or any supply made or work performed by the CONTRACTOR there under or in relation thereto, and notwithstanding any enabling

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provision in any law or CONTRACT and notwithstanding any claim that the CONTRACTOR could have with respect thereto, the CONTRACTOR hereby waives and relinquishes any and all such claims not included in the Final Bill and absolves and discharges the OWNER from and against the same, even if in not including the same as aforesaid, the CONTRACTOR shall have acted under a mistake of law or of fact, or shall claim to have acted under economic compulsion or necessity.

- 56.8.2 If required by the OWNER, the PROJECT MANAGER shall be authorised to require the CONTRACTOR to furnish, and the CONTRACTOR shall, upon the request of the PROJECT MANAGER /OWNER, furnish all invoices, vouchers and accounting records as may be deemed necessary by the PROJECT MANAGER /OWNER for the purpose of verifying any CONTRACTOR's claim.

56.9 DISCHARGE OF OWNER'S LIABILITY

- 56.9.1 The acceptance by the CONTRACTOR of any amount paid by the OWNER to CONTRACTOR in respect of the Final Bill of the CONTRACTOR in settlement of all said dues to the CONTRACTOR under the Final Bill shall, without prejudice to the claims of the CONTRACTOR included in the Final Bill in accordance with the provisions of clause 56.4.2 of GCC, be deemed to be in full and final settlement of all such dues to the CONTRACTOR notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR related to the acceptance of such payment, with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, the CONTRACT (including the arbitration clause) shall stand discharged and extinguished insofar as relates to and/or concerns the entitlements of the CONTRACTOR under the CONTRACT except for the CONTRACTOR's right, if any, to receive payment in respect of his notified claims included in his Final Bill and the right to receive payment of the unadjusted balance of the Security Deposit in accordance with the provisions of Clause 56.10.3 on successful completion of the DEFECT LIABILITY PERIOD. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the CONTRACT.
- 56.9.2 The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the notified claims of the CONTRACTOR included in the Final Bill, in settlement of the claims of the CONTRACTOR, shall be deemed to be in full and final settlement of all claims of the CONTRACTOR and the CONTRACT shall stand discharged and extinguished insofar as relates to and/or concerns the claims of the CONTRACTOR except for the CONTRACTOR's rights to receive payments of the unadjusted balance, if any, of the security deposit in accordance with clause 56.10.3.0 hereof on successful completion of the DEFECT LIABILITY PERIOD. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the CONTRACT.
- 56.9.3 Notwithstanding anything provided in Clause 56.9.1 and/or Clause 56.9.2, the CONTRACTOR shall be and remain liable for defects in terms of DEFECT LIABILITY PERIOD and associated clause thereunder and for any indemnity to the OWNER in terms of Clause 56.10.2 and shall be and remain entitled to receive the unadjusted balance of the Security Deposit remaining in the hands of the OWNER in terms of Clause 56.10.3 and associated clauses thereunder.

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56.10.0 FINAL ACCEPTANCE CERTIFICATE

56.10.1 Forthwith on the CONTRACTOR's application made after the expiry of DEFECT LIABILITY PERIOD provided and associated clauses thereunder and satisfaction of all liabilities of the CONTRACTOR in respect thereof, the PROJECT MANAGER shall issue a FINAL ACCEPTANCE CERTIFICATE to the CONTRACTOR Certifying that the CONTRACTOR has performed his obligations in respect of the DEFECT LIABILITY PERIOD and associated clauses thereunder, and until issue of such FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall be deemed not to have performed such liabilities notwithstanding issue of the PRELIMINARY ACCEPTANCE CERTIFICATE or payment of the Final Bill by the OWNER.

In the event that OWNER fails to issue the FINAL ACCEPTANCE CERTIFICATE, or fails to notify CONTRACTOR the reason for not issuing said certificate of acceptance, within a period of 60 days from CONTRACTOR's application, the FINAL ACCEPTANCE CERTIFICATE shall be deemed as issued by OWNER for all contractual purposes

56.10.2 Upon application for the FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall:

- (i) Be deemed to have warranted that it had been fully paid and satisfied all claims for or arising out of the WORK, labour, MATERIALS, supplies and EQUIPMENT used in or connected with the CONTRACT and all other liabilities whatsoever touching or affecting the CONTRACT, or its performance, including in relation to SUB-CONTRACTORS and suppliers, and
- (ii) To have undertaken to indemnify and keep indemnified the OWNER from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising there from or relating thereto.

56.10.2.1 Upon issue of the FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall be deemed to have released, acquitted and discharged the OWNER from and against all claims (known or unknown), liens, demands or causes of action of any kind whatsoever arising out of or relating to the CONTRACT or otherwise howsoever touching or affecting the same.

56.10.3 Forthwith on application made by the CONTRACTOR in this behalf accompanied by the FINAL ACCEPTANCE CERTIFICATE, or within 84 (Eighty Four) days of the OWNER passing the CONTRACTOR's Final Bill, whichever shall be later, the OWNER shall cancel and return to the CONTRACTOR all previous Bank Guarantees remaining unutilised in the hands of the OWNER, and upon such cancellation and return, the OWNER shall stand discharged of all obligations/ liabilities under the CONTRACT provided that the cancellation and return of any Bank Guarantee(s) furnished by the CONTRACTOR as and by way of security deposit shall be subject to the CONTRACTOR replacing such Bank Guarantee(s) with a Bank Guarantee from OWNER's approved list of banks in a format acceptable to the OWNER covering 10% (ten percent) of the value (or as determined by the OWNER) of equipments/works replaced or repaired during the DEFECT LIABILITY PERIOD for the unexpired term of extended defect liability period in respect thereof plus a 6 (six) months period. The claims or demands made during such additional 6 months period shall refer to events which has occurred before the expiry of the DEFECT LIABILITY PERIOD.

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56.11 CLAIMS OF OWNER

- 56.11.1 The release/payment of any unadjusted balance of the Security Deposit (furnished in the form of a Bank Guarantee or otherwise) by the OWNER to the CONTRACTOR as aforesaid or otherwise shall not be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER existing before the issuance of the FINAL ACCEPTANCE CERTIFICATE or shall not stop or prevent the OWNER from thereafter making or enforcing any claim or any rights existing before the issuance of the FINAL ACCEPTANCE CERTIFICATE against the CONTRACTOR with the intent that the claims of the OWNER, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of FINAL ACCEPTANCE CERTIFICATE and/or the release of Security Deposit to the CONTRACTOR.

57.0 UNDERGROUND OBSTRUCTIONS

- 57.1 The soil investigation report furnished in the NIT is indicative only and is enclosed purely for information/guidance purpose to the bidders. The CONTRACTOR shall carry out its own detailed soil investigation for the proposed plant. Design of the foundation system of the plant shall be based, only on the site specific report. Nothing extra shall be paid in case of any variation arising out of the soil report conducted by the bidders and the data given in the tender. In the event, CONTRACTOR encounters any underground obstructions, the same shall be removed by CONTRACTOR without any extra cost implications to the OWNER.

In the event, CONTRACTOR encounters any substantial underground obstruction which entails cost implication to the CONTRACTOR, the OWNER shall consider to compensate the CONTRACTOR reasonable cost compensation and/or time extension, depending on merit of the case after mutual discussion. The decision of the PROJECT MANAGER in this regard shall be in writing and shall be final and binding upon the CONTRACTOR. It is clarified that in case the CONTRACTOR disagrees with the decision of PROJECT MANAGER, the dispute shall be settled as per the provision of clause 39 of GCC.

57.2 Articles of Value Found

All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the OWNER and the CONTRACTOR shall duly preserve the same to the satisfaction of the PROJECT MANAGER and shall from time to time deliver the same to such person or persons indicated by the OWNER.

58.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES

- 58.1 Within 30 days of execution of the CONTRACT, the CONTRACTOR shall, insofar as necessary, register itself and the CONTRACT at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and/or any other applicable statutory authorities as required under the rules and regulations governing in India. The CONTRACT PRICE shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to OWNER for record.

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58.2 Immediately after notification of the Acceptance of Bid, the foreign CONTRACTOR shall obtain permission for opening of their office(s) in India from the Reserve Bank of India, and shall obtain Income Tax clearance from Indian Income Tax authorities. Among other formalities, these will be required by the OWNER to release any payment due to the CONTRACTOR.

59.0 STATUTORY APPROVALS

59.1 Unless otherwise specified in Bidding Documents, it shall be the CONTRACTOR's sole responsibility to obtain all approvals from any authority (except for environment clearance and Consent to Establish/Operate, However the data and information required for the same shall be made available by the CONTRACTOR) required under any statute, rule or regulation of the Central or State Government concerned with the performance of the CONTRACT and/or the contractual Work. The application on behalf of the OWNER for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/COMMISSIONING of the WORKS is not delayed for want of the APPROVAL/inspection by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approval. All statutory fees shall be paid by the CONTRACTOR and the same shall be reimbursed by the OWNER upon production of documentary evidence by the CONTRACTOR.

59.2 Any deficiency(ies) as pointed out by any such authority shall be rectified by the CONTRACTOR within the scope of relative supply and/or WORK at no extra cost to the OWNER. The inspection and acceptance of the WORKS by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this CONTRACT.

59.3 No extension of time shall be granted for meeting the requirement and/or obtaining APPROVAL of statutory authorities.

60.0 UTILISATION OF LOCAL RESOURCES

60.1 The CONTRACTOR shall ascertain the availability of local SUB-CONTRACTORS and skilled/unskilled manpower and engage them to the extent possible for performance of the WORKS.

60.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at the site, but shall make maximum use of local labour available.

61.0 FUEL REQUIREMENT OF WORKERS

The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose. The CONTRACTOR shall abide by the conditions put forth by the Environmental Clearance for the SITE as regards to construction workers.

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62.0 SURPLUS MATERIAL

Notwithstanding anything provided elsewhere, all surplus materials including scrap shall be dealt as follows:

62.1 An inventory shall be made by the CONTRACTOR of all surplus materials including scrap at the project site in possession of the CONTRACTOR, upon completion of the CONTRACT.

62.2 Any balance Indigenous/imported surplus MATERIALS including scrap shall belong to the CONTRACTOR upon completion of the WORKS and will be allowed to be taken back by CONTRACTOR after compliance of statutory formalities.

However, in case of applicability of concessional custom duty, all imported surplus materials other than CONSTRUCTION EQUIPMENT which is brought to the SITE shall be the OWNER's property and shall be returned by the CONTRACTOR to the OWNER's designated stores. All such materials shall be subject to reconciliation and a proper accounting procedure shall be developed and strictly followed by the CONTRACTOR recorded in the inspection reports, proforma of which will be approved by the PROJECT MANAGER. These reports shall form part of the completion DOCUMENTS. Inspection and acceptance of the WORK shall not relieve the CONTRACTOR from any of his responsibilities under this CONTRACT.

62.3 For taking out balance indigenous/imported surplus MATERIALS including scrap as mentioned above upon the completion of the project, the CONTRACTOR shall have to furnish proof of entry and ownership of such MATERIALS inside the SITE, certification of PROJECT MANAGER and OWNER in this regard.

62.4 If the surplus materials including scrap are not removed by the CONTRACTOR from the Project site, within a period of 2 (two) months after due intimation by PROJECT MANAGER to CONTRACTOR to do so, OWNER shall be free to dispose these surplus materials/scrap at its sole discretion without any recourse available to the CONTRACTOR. Notwithstanding the same, value realized from disposal of project surplus materials/scrap not so removed by CONTRACTOR shall be retained by the OWNER and CONTRACTOR shall not raise any claim in any manner whatsoever for the value so realized by OWNER.

63.0 COORDINATION WITH OTHER AGENCIES

63.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site so that WORK may be carried out concurrently, without any hindrance to others. The PROJECT MANAGER shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.

63.2 If and when required for the coordination of the WORKS with other agencies involved at SITE, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

64.0 ERECTION OF EQUIPMENT

All erection shall be carried out by deploying a crane(s) of suitable capacity. Erection by derrick shall not be permissible. The CONTRACTOR shall submit erection schemes for

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erection of critical equipment to PROJECT MANAGER for his APPROVAL. No EQUIPMENT shall be erected in the absence of an approved erection scheme for such EQUIPMENT.

The quoted rates of the CONTRACTOR shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane.

65.0 ELECTRICAL CONTRACTORS LICENCE

65.1 The CONTRACTOR or its nominated SUB-CONTRACTOR(s), as the case may be, shall have a valid electrical contractor's license for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to PROJECT MANAGER before commencement of any electrical work or work pertaining to Electrical System.

65.2 No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR or SUB-CONTRACTOR, as the case may be, intending to execute the WORK.

66.0 RENTS & ROYALTIES

Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks or other materials required for the WORKS or any temporary works.

67.0 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 thereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government 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, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims or counter claims against the Government of India arising out of this CONTRACT and covenants not to sue the Government of India on any matter, claim, and cause of action or thing whatsoever arising of or under this CONTRACT.

68.0 SITE CLEANING

The CONTRACTOR shall take care to keep clean the job site at all times for easy access to the job site and also from the safety point of view in accordance with the CONTRACT requirements.

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69.0 ACCESS TO SITE

- 69.1 The CONTRACTOR shall at his own cost and initiative arrange for and provide any access to the work area and stringing or other yards for labour, EQUIPMENT and MATERIAL as may be necessary for any cause in addition to the ingress and egress available. Any arrangements in respect thereof as may be entered into by the CONTRACTOR with any person interested in the land through which access is sought, shall be in writing and a copy of the writing (certified by or on behalf of the CONTRACTOR to be true copy thereof) shall forthwith be lodged with the OWNER. Such a writing shall specifically stipulate that the OWNER shall not be responsible for any claims under the CONTRACT or for any damage, loss or injury to the land or any material, item or thing thereon or in, and the CONTRACTOR shall keep the OWNER indemnified from and against any claim, action or proceedings in respect thereof.
- 69.2 The CONTRACTOR shall at his own cost and initiative arrange for and obtain all necessary permissions, permits, consents and licenses as may be necessary to transport the MATERIALS, tools, EQUIPMENT, machinery and labour along or across any highway, roadway, or other way, or railway, tramway, bridge, dyke, dam or embankment, or lake, pond, canal, river, state terminal toll octroi, or other line, border or barrier. Traffic study if required, shall be carried out by CONTRACTOR independently without any liability on OWNER.

70.0 INDEPENDENT CONTRACTOR

- 70.1 OWNER shall have the right to instruct and direct CONTRACTOR, as to the results to be obtained under the CONTRACT, and shall be entitled to ascertain whether the WORK is carried out in accordance with the requirements of the CONTRACT, including the right to inspect the WORK at all stages of its performance. Such instructions direction and/or inspection by OWNER shall not relieve CONTRACTOR of his obligation, duties or liabilities under the CONTRACT.
- 70.2 Neither CONTRACTOR nor any SUB-CONTRACTOR nor the employees, agents or representative of either shall be deemed to be employees, agents or representative of the OWNER in the performance of the CONTRACTOR obligations here under, unless otherwise specified in the CONTRACT.

71.0 PAYMENT TO THE SUB – CONTRACTOR

- 71.1 CONTRACTOR shall indemnify and hold harmless OWNER for any claim brought by SUBCONTRACTOR against OWNER in relation to CONTRACTOR's payment obligations for the relevant purchase orders and sub-contracts.
- 71.2 CONTRACTOR agrees that he shall furnish to OWNER, if requested, satisfactory evidence that all SUB-CONTRACTORS, including vendor to CONTRACTOR have been paid on the time and in full for work done or good supplies in connection with the performance of the WORK.
- 71.3 If such satisfactory evidence is not supplied than the OWNER shall not be bound to make any further payment to CONTRACTOR for that part of work until it is supplies.
- 71.4 CONTRACTOR shall notify OWNER of any dispute of any kind between CONTRACTOR

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and any of his SUB-CONTRACTOR or vendors stating the nature of dispute, the amount of any payment which is being withheld by CONTRACTOR, the reasons thereof and the CONTRACTOR plan settle the dispute.

72.0 ORDER OF WORKS / PERMISSION / RIGHT OF ENTRY / CARE OF EXISTING SERVICES

CONTRACTOR is required to submit to OWNER the various details with respect to their personnel(s) to be deputed for the execution of WORK such as name(s), nationality and passport details in case of Foreign Nationals (Passport No., Date of Issue, Date of Expiry etc.). These details are required for granting permission to enter and work in the existing fertilizer complex. The OWNER reserves the right to declare any person(s) as non grata. No claim whatsoever shall be entertained by OWNER on this account.

OWNER shall have the right to object to any Representative or personnel deputed to India by CONTRACTOR for execution of WORK or in connection with WORK, due to their misconduct or breach of law and regulation or who are found to be incompetent or negligent. CONTRACTOR shall remove such persons from SITE forthwith and take immediate action for replacement at no cost to OWNER.

73.0 GIFTS, COMMISSIONS, ETC.

Any gift, commission or advantage given, promised or offered by or on behalf of the CONTRACTOR or his partner, agent, officers, directors, employee or servant or anyone on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the OWNER, shall in addition to any criminal liability which it may incur, subject the CONTRACTOR to the cancellation of this and all other contracts and also the payment of any loss or damage to the OWNER resulting from any cancellation. The OWNER shall then be entitled to deduct the amounts so payable from any monies otherwise due to the CONTRACTOR under the CONTRACT.

74.0 LABOUR LAWS- PF, EPF AND ESI

- 74.1 The CONTRACTOR shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act 1970 and the Central Rules framed there under and produce the same to the PROJECT MANAGER before start of WORK.
- 74.2 The CONTRACTOR shall not undertake or execute or permit any other agency or SUB-CONTRACTOR to undertake or execute any work on the CONTRACTOR'S behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act 1970 or their applicable lay, rule or regulation, if applicable.
- 74.3 The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the CONTRACTOR and the employees engaged by him for the WORK. The CONTRACTOR shall furnish the code number allotted by the RPFC Authority, to the PROJECT MANAGER before commencing the WORK.
- 74.4 The CONTRACTOR shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 74.1 above or in obtaining

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the code number under clause 74.3 above and the same shall not constitute a ground for extension of time for any purpose.

74.5 The CONTRACTOR shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the CONTRACT and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

74.6 All liabilities like salaries, wages and other statutory obligations in respect of the persons engaged by the CONTRACTOR shall be borne by the CONTRACTOR during the period of agreement. In view of the provisions of the ESI Act, PF and EPF Act and other Acts, as may be applicable to OWNER, the CONTRACTOR shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to PROJECT MANAGER periodically or at any date upon such request, as may be made by PROJECT MANAGER to the CONTRACTOR. In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to OWNER to withhold such amount as in its opinion is due and payable by the CONTRACTOR in respect of its employees from and out of dues, payable by OWNER to the CONTRACTOR and such due shall be held by OWNER with it until proof is submitted by the CONTRACTOR to OWNER indicating compliance with such statutes within reasonable time, failing which OWNER shall deposit such amounts with the authorities concerned on behalf of the CONTRACTOR and inform the CONTRACTOR of such deposit or deposits.

75.0 GENERAL PROVISIONS

75.1.0 Confidential Information

75.1.1 Non-disclosure

75.1.1.1 Each party agrees to hold in confidence any information imparted to it or in the case of CONTRACTOR, to any of its SUB- CONTRACTOR / VENDOR, by the other Party which pertains to that other party's business activity in any manner, and which is not be subject of general public knowledge, including, without limitation, proprietary processes, technical information and know-how, information concerning other projects, management policies, economic policies, financial and other data and the like. The preceding non-disclosure requirements shall not apply to:

- i) Information furnished without restriction by the other Party prior to the date hereof
- ii) Information in the public domain; or
- iii) Information obtained by a Party from a third Person not under obligation of non-disclosure to the other party.
- (iv) Information required to be disclosed in pursuance of an order, judgment, decree of the Court, Tribunal or Statutory Authority.

75.1.2 Disclosure to Govt. Agency

75.1.2.1 Either Party may disclose any such information to the extent that such Party is required by any Government Agency to make such disclosure. In addition, OWNER may disclose

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such information to the extent that such disclosure is required by any Lender / Lender's Representative, etc. provided that such Lenders signed a confidentiality agreement containing confidentiality and limited use obligations not less stringent than those accepted by OWNER under the CONTRACT and License Agreement and such parties are not competitor of CONTRACTOR or its Licensors.

75.1.3 Upon completion of the Works or in the event of termination pursuant to the provisions of the CONTRACT, CONTRACTOR shall immediately return to the OWNER all drawings, plans, specifications and other documents supplied to the CONTRACTOR by or on behalf of the OWNER or prepared by the CONTRACTOR solely for the purpose of the performance of the WORKS, including all copies made thereof by the CONTRACTOR.

75.1.4 This clause shall survive and remain in full force for a period of ten years following the issue of FINAL ACCEPTANCE CERTIFICATE.

75.1.5 In case sharing of any information by CONTRACTOR is in conflict with provisions of License Agreement, the same shall be brought to the notice of OWNER and the issues shall be mutually discussed and resolved, except for submission of confidential information to the Statutory Bodies.

75.2.0 **Action and compensation in case of bad work**

If it shall appear to the PROJECT MANAGER that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the PROJECT MANAGER or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the PROJECT MANAGER in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

75.3.0 **Recovery of Sums / Dues**

75.3.1 All costs, damages or expenses which OWNER may have incurred, for which CONTRACTOR is liable under CONTRACT, shall be notified to CONTRACTOR and shall be recovered by OWNER from any payment due to or becoming due to CONTRACTOR under this CONTRACT or other CONTRACT and/or shall be recovered by action at law or otherwise. If the payment due to CONTRACTOR is not sufficient for recovery of the said sums/dues, CONTRACTOR shall pay immediately to OWNER such sums/dues or the balance sums/dues on demand.

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75.3.2 All MUTUALLY AGREED DAMAGES applicable and to be recovered from CONTRACTOR under CONTRACT, shall be recovered by OWNER from any payment due to or becoming due to CONTRACTOR under this CONTRACT or other CONTRACT and/or shall be recovered by action at law or otherwise. If the payment due to CONTRACTOR is not sufficient for recovery of the said MUTUALLY AGREED DAMAGES, CONTRACTOR shall pay immediately to OWNER such MUTUALLY AGREED DAMAGES. or the balance MAD on demand.

75.3.3 For avoidance of doubt all the rights and remedies of OWNER and liabilities of the CONTRACTOR as set out in the CONTRACT shall be to the exclusion of any other rights, remedies or liabilities available at law.

75.4.0 **Payments etc. not to affect rights of OWNER**

No sum paid on account by OWNER nor any extension of the date for completion granted by OWNER shall affect or prejudice the rights of OWNER against CONTRACTOR or relieve CONTRACTOR of its obligation for the faithful performance of CONTRACT.

75.5.0 **Cut-Off Dates**

No claims or correspondence on claims on this CONTRACT shall be entertained by either parties after 6 months after expiry of the Performance Bank Guarantee, unless specified otherwise in CONTRACT.

75.6.0 **Paragraph Heading**

The paragraph heading in those conditions shall not affect the construction thereof.

75.7.0 **Site Working and Safety Conditions**

CONTRACTOR shall follow the SITE working and safety conditions enclosed as Section-14, Part-II, Technical.

75.8.0 **Miscellaneous**

75.8.1 No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.

75.8.2 Without prejudice to FORCE MAJEURE, CONTRACTOR shall, during inclement weather, carry out WORK in accordance with CONTRACT and CONTRACTOR shall not be entitled to any additional payment over and above the fees payable under CONTRACT by reason of its being unable to carry out WORK owing to inclement weather.

75.9.0 **Materials obtained from dismantling:**

If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part of the work, the materials obtained in the WORK of dismantling etc., will be

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considered as the OWNER's property and will be disposed off to the best advantage of the OWNER.

76.0 IMPLEMENTATION OF APPRENTICES ACT 1961

The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the PROJECT MANAGER may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

77.0 CHANGE IN CONSTITUTION

Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12 of GCC and the same action may be taken and the same consequence shall ensure as provided in the said clause.

78.0 ACCESS BY ROAD

CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the OWNER.

79.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

No Director, or official or employee of the OWNER/ PDIL shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

80.0 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS

The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

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81.0 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP

The OWNER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the PROJECT MANAGER. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by PROJECT MANAGER. If the CONTRACTOR shall fail to comply with these requirements, the PROJECT MANAGER may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose-off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the OWNER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the OWNER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the OWNER. No unauthorized buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the OWNER or his authorised representative. No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from PROJECT MANAGER.

82.0 ACTION WHERE NO SPECIFICATION IS ISSUED

In case of any class of WORK for which there is no SPECIFICATION supplied by the OWNER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the PROJECT MANAGER

83.0 CARE OF WORKS

- i) From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all WORKS including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the PROJECT MANAGER's instructions.
- ii) **Defects Prior To Taking Over:** If at any time, before the WORK is taken over, the PROJECT MANAGER shall: a) Claim that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance

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with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified. In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the PROJECT MANAGER with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 3.0 (22) of General Conditions of Contract) and have passed the tests on completion, the PROJECT MANAGER shall issue a certificate (hereinafter called PRELIMINARY ACCEPTANCE CERTIFICATE) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the PROJECT MANAGER shall issue a PRELIMINARY ACCEPTANCE CERTIFICATE which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of PRELIMINARY ACCEPTANCE CERTIFICATE for group/ section/ part.

- iii) **Defects After Taking Over:** In order that the CONTRACTOR could obtain a PRELIMINARY ACCEPTANCE CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER. If by reason of any default on the part of the CONTRACTOR a PRELIMINARY ACCEPTANCE CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a PRELIMINARY ACCEPTANCE CERTIFICATE has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of PRELIMINARY ACCEPTANCE CERTIFICATE

84.0 SPECIAL CONDITIONS OF CONTRACT

- i) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

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- ii) Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- iii) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- iv) Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- v) The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

85.0 POWER OF ENTRY

- 1) If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the PROJECT MANAGER.
 - i) fail to carry out the WORK in conformity with the CONTRACT documents, or
 - ii) fail to carry out the WORK in accordance with the Time Schedule, or
 - iii) substantially suspend work or the WORK for a period of fourteen days without authority from the PROJECT MANAGER, or
 - iv) fail to carry out and execute the WORK to the satisfaction of the PROJECT MANAGER, or
 - v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the PROJECT MANAGER requiring such breach to be remedied, or
 - vi) if the CONTRACTOR shall abandon the WORK , or
 - vii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the OWNER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the OWNER in his absolute discretion may think proper to employ and for the purpose

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aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the PROJECT MANAGER to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the OWNER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the PROJECT MANAGER shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the OWNER by the CONTRACTOR and the OWNER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

86.0 LIENS

- 1) If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.
- 2) The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 3) The final payment shall not become due until the CONTRACTOR delivers to the PROJECT MANAGER a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by PROJECT MANAGER that all invoices for labour, materials, services have been paid in lien thereof and if required by the PROJECT MANAGER in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 4) CONTRACTOR will indemnify and hold the OWNER harmless, for a period of two years after the issue of FINAL ACCEPTANCE CERTIFICATE, from all liens and other encumbrances against the OWNER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of OWNER will defend at his own expense, any claim or litigation brought against the OWNER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

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87.0

PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State / UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max, surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.



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PART I: COMMERCIAL

SECTION – 3.0

SPECIAL CONDITIONS OF CONTRACT

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GENERAL

The SPECIAL CONDITIONS OF CONTRACT shall be read in conjunction with the GENERAL CONDITIONS OF CONTRACT, specifications of work, DRAWINGS and any other document forming part of this CONTRACT wherever the context so requires.

Where any portion of the GENERAL CONDITIONS OF CONTRACT is repugnant to or at variance with any other provisions of the SPECIAL CONDITIONS OF CONTRACT, then unless a different intension appears, the SPECIAL CONDITIONS OF CONTRACT shall be deemed to over-ride the provisions of GENERAL CONDITIONS OF CONTRACT and shall prevail to the extent of such repugnancy or variations.

1.0 CONTRACTOR'S OBLIGATIONS

1.1.0 General Responsibility

1.1.1 The CONTRACTOR acknowledges that this CONTRACT is a Lumpsum turnkey contract and CONTRACTOR'S obligation hereunder, notwithstanding anything to the contrary contained herein, is to provide OWNER with fully operational PLANT, complete in all respects under and in accordance with the provision of CONTRACT, within the stipulated time and for the purpose designated herein by OWNER, and to do, furnish and provide everything necessary in connection therewith.

Without prejudice to the foregoing and except as otherwise expressly set forth in the CONTRACT as within the scope of OWNER's obligations under the CONTRACT, the CONTRACTOR shall perform or cause to be performed all WORK and services required in connection with the design, engineering, supply of equipment, procurement (including, without limitation, all transportation services in connection therewith), construction, erection, start-up, commissioning, testing including conducting of Performance Tests and other work and services upto the PRELIMINARY ACCEPTANCE OF PLANT by the OWNER and in connection therewith provide all materials, equipment, machinery, tools, labor, transportation, administration and other services and items required to complete the PLANT in all respects upto the PRELIMINARY ACCEPTANCE OF PLANT and having the performance as guaranteed under the CONTRACT by the CONTRACTOR on a total, fixed price basis in accordance with this CONTRACT. The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 1.2.0 include but not be limited to the following:

- (a) All engineering and design services including necessary investigation required for a completely engineered PLANT including necessary documentation;
- (b) Provision of all equipment, systems, materials, processes, CONTRACTOR'S EQUIPMENT, temporary works and all other items, whether of a temporary or permanent nature including those required for the design, erection, completion commissioning, conducting of PERFORMANCE AND GUARANTEE TESTS and remedying of DEFECTS during DEFECTS LIABILITY PERIOD.
- (c) Transportation from works, port of entry and import clearance and handling

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services in and into India and inland transportation from the relevant points of delivery of EQUIPMENT required in connection with the completion of the PLANT, and the performance of the other WORK

- (d) Project management.
- (e) Receipt of EQUIPMENT at SITE including stores management.
- (f) Construction infrastructure services, civil and structural construction; mechanical, electrical and instruments erection and installation services; testing and commissioning, and PERFORMANCE AND GUARANTEE TESTS before PRELIMINARY ACCEPTANCE of PLANT including all relevant applicable permits, with CONTRACTOR having responsibility for overall co-ordination of permits required by the OWNER and all training activities;
- (g) Provision of all necessary superintendence, labour, construction fuels and construction chemicals, utilities, tools, supplies and other consumables and services.
- (h) Rectification of defects during DEFECTS LIABILITY PERIOD.

1.1.2 CONTRACTOR shall provide services, for PLANT, in accordance with good engineering practice. CONTRACTOR shall provide services of engineers, designers, draftsmen, buyers, inspectors, expeditors and other persons required for the performance of WORK pursuant to CONTRACT.

1.1.3 In the event that there is any item of EQUIPMENT or WORK of the type provided for in CONTRACT, which is not specifically mentioned in the specifications or drawings set out in FINAL PROPOSAL, but which is necessary (even though not mentioned in CONTRACT) for normal, safe and continuous operation of PLANT, based on mutual agreement between OWNER and CONTRACTOR, CONTRACTOR shall include such item of EQUIPMENT in the design and perform such items of WORK, for such EQUIPMENT or WORK free of cost to OWNER as if the same had been originally included in its Scope of Work/FINAL PROPOSAL.

1.1.4 Subject to prior consent of OWNER, CONTRACTOR may make use of the services of SUB-CONTRACTOR/ VENDOR (previously approved in writing by the OWNER) in accordance with the provisions in CONTRACT provided, however, the CONTRACTOR shall remain responsible and liable for the work done by such SUB-CONTRACTOR/vendor.

1.1.5 The CONTRACTOR shall be responsible for obtaining necessary approvals which are to be issued in the CONTRACTOR'S name from the various statutory authorities. All approvals/ permissions other than Environment Clearance and Consent to Establish/Operate shall be obtained by the CONTRACTOR. However, all the required information in the prescribed formats, if any, shall be provided by the CONTRACTOR.

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- 1.1.6 The CONTRACTOR shall provide necessary assistance including follow-up to OWNER for obtaining the necessary approvals to be issued in the name of OWNER from the various statutory authorities.
- 1.1.7 The CONTRACTOR shall furnish CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE as per the enclosed format in line with the provisions of GENERAL CONDITIONS OF THE CONTRACT.
- 1.1.8 The enumeration in subsequent Clauses of SPECIAL CONDITIONS OF CONTRACT, in GENERAL CONDITIONS OF CONTRACT and other documents of CONTRACT shall not in any manner limit the general scope of obligations and responsibilities of designing, engineering, procurement, supply, construction, commissioning and proving the performance guarantees of PLANT within the scope of CONTRACT.
- 1.1.9 CONTRACTOR shall undertake to design the catalytic reactors/reactors on the basis of commercially proven catalysts of reputed catalyst VENDORS. A catalyst will be deemed to be commercially proven if it has been successfully operated in similar services under comparable operating conditions.
- 1.2.0 CONTRACTOR's Scope of Work**
- 1.2.1 CONTRACTOR shall provide and be responsible for the tasks specified in this Clause under the following heads:
- 1.2.2 License & Basic Engineering from the prequalified and Approved Process Licensor**
- 1.2.2.1 CONTRACTOR shall procure in the name of Owner non-exclusive, non-transferable rights, irrevocable License and know-how to practice its process in the PLANT, to produce products and to sell products anywhere in the world and/or use the products for any purpose it deems fit, throughout its life. The aforesaid license so procured by the CONTRACTOR shall be without any additional and/or recurring cost to OWNER and shall be valid for the life of the PLANT consistent with the terms of the CONTRACT.
- However, License(s) so procured by Contractor should have a provision that in case Owner/Contractor operates the Syngas Purification Unit/Plant beyond the Licensed capacity by adapting best operating practices without any financial liability to Owner/Contractor on account of Licensed capacity..
- 1.2.2.2 In line with above a tripartite agreement shall be signed by Owner, Licensor and Contractor after issuance of LOA (LETTER OF ACCEPTANCE). Contractor shall submit the draft copy of License Agreement for OWNER's review and approval along with the Bid.
- 1.2.3 Design & Engineering**
- 1.2.3.1 CONTRACTOR shall provide all design and engineering services necessary for

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completion of the PLANTS in conformity with the CONTRACT and Good Engineering Practices and the NIT including but not limited to:

- (a) Preparation of
 - Project design book which shall form the basis of PLANT design;
 - The conceptual design; and
 - The engineering and design necessary to describe and detail the PLANT and the Project.
- (b) Provision of criteria for the detailed design by other suppliers of equipment/system/structures for incorporation into the PLANTS.
- (c) Preparation of design, engineering, drawings, plans, bill of material, schedule and estimates for the PLANT and the project and the performance by CONTRACTOR of its obligations hereunder so that the PLANT constructed and commissioned by the CONTRACTOR is capable of meeting the performance guarantees and will be such as could be legally, safely and reliably placed in commercial operation by the OWNER.
- (d) CONTRACTOR shall perform the design and engineering for PLANT so that when constructed and commissioned, PLANT shall be capable of meeting the guarantees with respect to quality and quantity of products, consumption of raw materials and utilities, and Pollution Level as guaranteed under CONTRACT and shall be reliable and safe and operable in accordance with the sound engineering practice. CONTRACTOR shall ensure design capacity of all sections of PLANT in accordance with CONTRACTOR's experience and expertise for obtaining a full throughput under varying conditions within the limits specified in CONTRACT. PLANT shall be designed so as to be capable of producing at full plant capacity when operated as specified in FINAL PROPOSAL. CONTRACTOR shall review the basic design conditions, including soil data, and other conditions furnished by OWNER in NIT. If CONTRACTOR observes any inconsistency or insufficiency in these data, CONTRACTOR shall bring to the notice of OWNER the same, before its use.
- (e) In case the CONTRACTOR intends to engage the services of a sub contractor for Detailed Engineering for the proposed project, then the CONTRACTOR shall submit the details of such sub contractor along with reference list of plants for which the proposed sub contractor has carried out detailed engineering, for approval of Owner as per clause 12.0 of GCC.

1.2.4 Codes and Standards

The engineering shall be performed and EQUIPMENT shall be manufactured and supplied according to acceptable international standards, as specified in the Technical Specification/FINAL PROPOSAL, meeting safety and other requirements of various national/international Codes and Regulations being in force as on submission of the FINAL PROPOSAL. The design of PLANT shall be based on the criteria

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enumerated in CONTRACT. However, it shall be CONTRACTOR's responsibility to follow all Indian Rules and Regulations as applicable.

CONTRACT shall comply with and shall cause the WORK and all components thereof (including, without limitation, the design and engineering of the PLANT) to comply with all APPLICABLE LAWS and APPLICABLE PERMITS as they may be in effect at the time of CONTRACTOR's performance under the CONTRACT.

The CONTRACTOR shall ensure that all actions on its behalf in connection with the WORKS shall be in compliance with applicable laws of India The CONTRACTOR. agrees to take all reasonable steps to ensure that Persons appointed by it in connection with the WORK shall comply with the applicable laws/ regulations/ guidelines and obligations.

1.2.5 **Drawings and Documents**

CONTRACTOR shall prepare or secure and furnish to OWNER all data, specifications, drawings, plans and other documents as required/used for WORK as specified in Technical Specifications.

The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved. Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the PROJECT MANAGER discrepancies, if any, therein before actually carrying out the Work. Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the PROJECT MANAGER at any time during the CONTRACT. The drawings and other documents issued by the OWNER shall be returned to the OWNER on completion of the WORK.

1.2.6 **Owner's Review**

1.2.6.1 PROJECT MANAGER shall review all documents and give its comments to CONTRACTOR within 14 (Fourteen) days from the date of receipt of the same. Review as aforesaid by OWNER and furnishing of comments by OWNER or the failure of OWNER to review or comment as aforesaid shall not relieve CONTRACTOR in any manner of its obligations including performance guarantees under this CONTRACT.

1.2.7 **Procurement Services**

1.2.7.1 As part of the WORK, CONTRACTOR shall procure and pay for, in CONTRACTOR's name as an independent contractor and not as agent for OWNER, all CONTRACTOR

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and SUB-CONTRACTOR'S labour, materials, equipment, supplies, soil, gravel and similar materials and manufacturing, fabrication and related services (whether on or off the PLANT Site) for construction of and incorporation in the PLANT or which are otherwise required for completion of the WORK in accordance with the Specification and the CONTRACT and are not explicitly specified to be furnished by OWNER pursuant to the terms and provisions of the CONTRACT including FINAL PROPOSAL.

- 1.2.7.2 CONTRACTOR shall procure and provide all EQUIPMENT required for PLANT. EQUIPMENT procured shall be according to specifications as set forth in the CONTRACT, proven record of performance and with suitable delivery time to meet the MECHANICAL COMPLETION as given by CONTRACTOR. EQUIPMENT shall be procured from the vendor list agreed between CONTRACTOR and OWNER.

In connection with its procurement work, CONTRACTOR shall be responsible for the shipping, transportation and delivery of all items fabricated, manufactured, constructed or procured as set forth in the FINAL PROPOSAL and the CONTRACT. All such items and equipment, materials and supplies to be provided by the CONTRACTOR pursuant to the CONTRACT shall be new and of required quality, free from improper workmanship or defects and properly warranted or guaranteed in accordance with the CONTRACT. Any apparent omission or error in the equipment specifications will be corrected by the CONTRACTOR to the extent required by the CONTRACT including FINAL PROPOSAL.

- 1.2.7.3. Equipment

- 1.2.7.3.1 CONTRACTOR agrees that EQUIPMENT procured shall be strictly in accordance with the specifications as provided, however, that any apparent omission or error in the specifications will be corrected by CONTRACTOR if it is necessary for the functioning of EQUIPMENT. CONTRACTOR shall inform OWNER for such omission or error or ambiguity in the specifications and corrections made for the same.

- 1.2.7.3.2 Completeness of EQUIPMENT shall be the responsibility of CONTRACTOR. Any fittings, accessories, etc. which may not be specifically mentioned in Technical Specifications/FINAL PROPOSAL but which is required for the satisfactory functioning of EQUIPMENT and realization of PERFORMANCE GUARANTEES shall be provided by CONTRACTOR without any extra cost.

- 1.2.7.3.3 CONTRACTOR shall ensure that the modern practices in the manufacture of high grade EQUIPMENT are followed notwithstanding any omission in the specifications.

- 1.2.7.3.4 The supplies including fittings, accessories, etc. shall be in strict compliance to the specifications/codes/standards. Components for which no relevant standards exist, the same shall be designed and manufactured as per good engineering practices.

- 1.2.7.3.5 The true intent and meaning of this Clause is that CONTRACTOR shall in all respects design, engineer, ensure quality of manufacture and supply EQUIPMENT in a

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thorough workman like manner, within prescribed time and in accordance with good engineering practice in order to enable proper operation of EQUIPMENT and PLANT.

- 1.2.7.3.6 CONTRACTOR shall furnish drawings and documents of EQUIPMENT as described under Clause -1.2.6. These documents shall include but not limited to technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues, etc. in a bound book for all rotating EQUIPMENT and in a folder for other EQUIPMENT, before despatch of EQUIPMENT under intimation to OWNER.
- 1.2.7.3.7 The documents, required for statutory approvals once submitted during construction period by CONTRACTOR shall be firm and final and not subject to subsequent changes unless such subsequent changes are approved by statutory agencies. CONTRACTOR shall be responsible for any payment of penalty as imposed by the Statutory Agencies consequent to furnishing of the incorrect data/drawings.
- 1.2.7.3.8 All dimensions and weights shall be in metric system.
- 1.2.7.3.9 EQUIPMENT to be supplied and WORK to be carried out under CONTRACT shall conform to and comply with the provision of relevant Regulations/Acts (of both) as may be applicable in the State of ODISHA and in India to the type of EQUIPMENT/ WORK carried out and necessary certificates shall be furnished.
- 1.2.7.3.10 CONTRACTOR shall provide cross sectional drawings wherever applicable to identify the spare part numbers and their location, e.g. the size of bearings/ seals, their make and number shall be furnished.
- 1.2.7.3.11 EQUIPMENT supplied under CONTRACT shall conform to the standards as specified in Clause -1.2.5.1.
- 1.2.7.4 CONTRACTOR shall furnish unpriced copy of Purchase Orders for equipments and major items as per the list to be mutually agreed (including Priced copy of Purchase Orders as required by the statutory authority) together with spares and special maintenance tools covering accurately all terms and conditions such as specifications requirements for quality, inspection, and test, warranties and guarantees, erection and commissioning assistance by vendor, delivery schedule, packing, transportation and insurance, and documentation.
- 1.2.7.5 CONTRACTOR shall arrange & furnish/provide to OWNER,
- Lubrication schedule from VENDOR,
 - Mechanical specifications and equipment data sheets for review by OWNER for CRITICAL EQUIPMENT before manufacture is started,
 - Shop fabrication drawings as made available by vendor,
 - Characteristic curves for pumps and compressors, etc. as made available by vendor,

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- e) Certified drawings including civil scope drawing and loading data, pertinent bulletin, installation, operation and maintenance manuals and test certificates as received from vendor,
- f) Final revised vendor's drawings including one reproducible, as described in Technical Specifications, before PRILIMINARY ACCEPTANCE.

Any changes necessary during commissioning period can be incorporated in the as- built drawing and will be submitted after PAC as per the mutually agreed schedule.

- 1.2.7.6 CONTRACTOR shall provide services of vendor's specialist for installation and commissioning of EQUIPMENT whenever necessary.
- 1.2.7.7 CONTRACTOR shall be responsible for the accuracy and completeness of PURCHASE ORDER. Any comments by PROJECT MANAGER shall not relieve CONTRACTOR of such responsibility.
- 1.2.8 Rejections, Removal of Rejected EQUIPMENT and Replacement
 - 1.2.8.1 Preliminary inspection at SUB-CONTRACTOR's / vendor's works by INSPECTOR shall not prejudice OWNER for commenting on EQUIPMENT including its specifications on final inspection at SITE or claim under warranty provisions.
 - 1.2.8.2 If EQUIPMENT is not of specification or fail to perform specified duties, OWNER shall be entitled to reject EQUIPMENT or part thereof and ask for modification, repair or free replacement within reasonable time subject to the relevant provisions in the CONTRACT.
 - 1.2.8.3 In the event of such rejection, OWNER shall be entitled to use EQUIPMENT in a reasonable and proper manner for a time reasonably sufficient to enable it to obtain replacement, without any liability to CONTRACTOR. After free replacement of such rejected EQUIPMENT, the same shall become the property of CONTRACTOR.
 - 1.2.8.4 Nothing in this Clause shall be deemed to deprive OWNER and/or affect any of its rights under CONTRACT which it may otherwise have in respect of such defects or deficiencies or in any way relieve CONTRACTOR of its obligation under CONTRACT.
 - 1.2.8.5 EQUIPMENT rejected by OWNER shall be removed by CONTRACTOR, within reasonable time, at its own cost after replacement of the said EQUIPMENT. OWNER shall in no way be responsible for any deterioration or damage to rejected EQUIPMENT under any circumstances whatsoever.
 - 1.2.8.6 In case, the rejected EQUIPMENT is to be taken out of OWNER's premises for repair, Owner shall have the right to withhold the payment for such cost of equipment to the extent of payment made by Owner towards the equipment until the equipment is returned / replaced.

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1.2.9 Despatch, Transportation/Shipping

1.2.9.1 CONTRACTOR shall be responsible for despatch of EQUIPMENT by sea/ rail/ road/air after proper packing and protection. The consignment shall be despatched after inspection by OWNER unless otherwise agreed to in writing however such inspection shall not constitute waiver of the CONTRACTOR's obligations, responsibilities for the EQUIPMENT including care, safety and preservation in any way and manner and the CONTRACTOR's responsibility and obligation in this behalf shall continue till PRELIMINARY ACCEPTANCE OF PLANT.

1.2.9.2 Generally, on-Deck shipment shall not be made without prior permission of OWNER. However, in case of towers, reactors, vessels and other large-sized EQUIPMENT, CONTRACTOR may, at its own discretion, make on-deck shipment, without OWNER's prior permission. In case of damage to such EQUIPMENT, during delivery or at any stage before PRELIMINARY ACCEPTANCE OF PLANT, CONTRACTOR shall be responsible for repair/replacement of EQUIPMENT.

1.2.9.3 Clean onboard bill of lading for all offshore supplies shall be drawn as under:

For CIF/FOB / FAS/FCA Shipments

Shipper	=	CONTRACTOR/Supplier
Consignee	=	CONTRACTOR

1.2.10 Property in EQUIPMENT

1.2.10.1 In case of all EQUIPMENTS/MATERIALS (both imported and indigenous) , the title of Ownership shall pass on to OWNER on PRELIMINARY ACCEPTANCE of Plant. However, the OWNER shall have Lien on all EQUIPMENTS/MATERIALS including those brought by the Contractor for the purpose of Erection, testing and commissioning of the WORK.

However, in case of Termination of Contract the Transfer of Title shall pass automatically to OWNER.

1.2.10.2 CONSTRUCTION EQUIPMENT used by the CONTRACTOR and its SUB-CONTRACTORS in connection with the execution of works shall remain the property of CONTRACTOR or its SUB-CONTRACTORS. All duties, levies, taxes etc payable on account of CONSTRUCTION EQUIPMENT shall be borne by the CONTRACTOR. CONTRACTOR shall indemnify the OWNER on this count.

1.2.11 SPARES, SPECIAL MAINTENANCE TOOLS, LUBRICANTS, CHEMICALS AND CONSUMABLE

1.2.11.1 Mandatory Spares, Lubricants, Chemicals , Consumable etc. for Commissioning



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CONTRACTOR shall supply commissioning spares, special maintenance tools and fixtures for EQUIPMENT, lubricants, chemicals and consumable in sufficient quantity for COMMISSIONING and maintenance of PLANT, as described in FINAL PROPOSAL. The commissioning spares, special maintenance tools, lubricants, chemicals and consumable procured and supply shall be optimum, so as not to fall short during COMMISSIONING, Sustained Load Test and GTR. CONTRACTOR shall obtain for these items the appropriate guarantees and warranties. CONTRACTOR shall also ensure that the commissioning spares and special maintenance tools and fixtures are procured along with the related items of EQUIPMENT and form part of PURCHASE ORDER for the related items of EQUIPMENT.

1.2.11.2 Lubricants, Chemicals , Consumable etc.

CONTRACTOR shall supply Consumables solvents, adsorbents, lubricants etc as per detailed in the Technical scope. The cost of which shall be included in CONTRACT PRICE.

1.2.11.3 Special Maintenance Tools

CONTRACTOR shall supply special devices or tools required for normal maintenance, special handling and lifting of EQUIPMENT with main EQUIPMENT. The cost of such special maintenance tools shall be included in CONTRACT PRICE.

1.2.11.4 **Bidder's Recommended Operational Spares, if any**

CONTRACTOR shall provide itemised Price list for Recommended spares 6 months prior to Mechanical Completion with validity of 2 years. The price of which shall not be included in CONTRACT PRICE.

1.2.11.5 **Special Tools & Tackles**

CONTRACTOR shall supply special tools, tackles and fixture, required during normal operation & maintenance of PLANT. The cost of such special tools & tackles shall be included in CONTRACT PRICE.

1.2.11.6 Chemicals

CONTRACTOR shall supply all chemicals for first filling and make-up required as indicated in Part II Technical Section of NIT. The cost of these chemicals shall be included in the CONTRACT PRICE.

1.2.11.7 Lubricants

1.2.11.7.1 CONTRACTOR shall supply lubricants in sufficient quantity for the first filling and make-up required as indicated in Part II Technical Section of NIT. The cost of lubricants shall be included in the CONTRACT PRICE.

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- 1.2.11.7.2 CONTRACTOR shall furnish the name of recommended lubricants indicating their commercial/trade name, quality and grade and equivalent quality lubricants (in case of imported lubricants) available in India to OWNER.
- 1.2.11.8 **Deleted**
- 1.2.11.9 **General**
- 1.2.11.9.1 CONTRACTOR shall furnish to OWNER, the blue prints, drawings and specifications of the spare parts.
- 1.2.11.9.2 CONTRACTOR shall provide to OWNER all addresses and particulars of its SUB-CONTRACTOR/VENDOR on whom PURCHASE ORDER for EQUIPMENT covered under CONTRACT has been placed and will further ensure with its SUB-CONTRACTOR/VENDOR that, OWNER if so desired, shall have the right to place order for two years spare parts directly on them on mutually agreed terms based on offers of such SUB-CONTRACTOR/ VENDOR.
- 1.2.11.9.3 Spare parts shall be new and as per engineering standards/codes, free of any defects (even concealed), deficiency in Design, Materials and Workmanship and also shall be completely interchangeable with the corresponding parts.
- 1.2.11.9.4 Type and sizes of bearing/seals shall be clearly indicated.
- 1.2.11.9.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to their intended purpose.
- 1.2.12 **Warrantees and Guarantees**
- 1.2.12.1 Materials and Workmanship Warranty
- 1.2.12.1.1 CONTRACTOR warrants that EQUIPMENT supplied under CONTRACT are new, unused, of the recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in CONTRACT. CONTRACTOR further warrants that EQUIPMENT supplied under this CONTRACT shall be according to specifications, have no defect (even concealed) arising from design, materials or workmanship or form any act or omission of CONTRACT that may develop under normal use of the supplied EQUIPMENT in the conditions prevailing in the country of final destination.
- 1.2.12.1.2 The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for 12 months for all EQUIPMENT except for catalysts from the date of PRELIMINARY ACCEPTANCE. The warranty period for individual catalyst shall be up to its guaranteed life, as specified in FINAL PROPOSAL, from the date of PRELIMINARY ACCEPTANCE.
- 1.2.12.1.3 The warranty shall be valid for the period as described under Clause -1.2.10.1.2 from the date of PRELIMINARY ACCEPTANCE and shall be governed by Clause 17 of

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SPECIAL CONDITIONS OF CONTRACT. Should any DEFECTS be noticed in design, material and/or workmanship within the said warranty period, PROJECT MANAGER shall inform CONTRACTOR and CONTRACTOR shall immediately on receipt of such intimation depute their personnel within 10 DAYS to investigate the causes of DEFECTS and arrange rectification / replacement / modification of the defective EQUIPMENT at SITE without any cost to OWNER, within a reasonable period. If CONTRACTOR fails to take proper corrective action to replace/ repair defective Equipment satisfactorily within a reasonable period, OWNER shall be free to take such corrective action as may be deemed necessary at CONTRACTOR's risk and cost, after giving notice to CONTRACTOR. OWNER shall promptly notify CONTRACTOR in writing of any claims arising under this warranty.

1.2.12.1.4 In case defects are of such nature that EQUIPMENT shall have to be taken to CONTRACTOR's/ SUB-CONTRACTOR's/ vendor's works for rectification etc., CONTRACTOR shall take EQUIPMENT at its cost after giving necessary undertaking or security as may be required by OWNER. OWNER shall, if so required by CONTRACTOR, despatch EQUIPMENT by quickest mode on freight to pay basis to CONTRACTOR's / SUB-CONTRACTOR's / vendor's works. After repairs CONTRACTOR shall deliver EQUIPMENT at SITE on freight paid basis. All risks to transit to and from shall be borne by CONTRACTOR.

1.2.12.1.5 EQUIPMENT or part thereof so repaired or replaced shall have further warranty for a period of 12 months from the date of its acceptance after repair/replacement and the Performance Bank Guarantee shall be suitably extended for the same. The value of the Performance Bank Guarantee during the extended warranty period shall be 10 (Ten) percent of the cost of such repaired/replaced EQUIPMENT or its parts.

However, extended DEFECTS LIABILITY PERIOD shall have an upper limit of 24 months for extended DEFECTS LIABILITY PERIOD, starting from the Preliminary Acceptance.

1.2.12.1.6 If the repairs, replacements or modifications referred to above are of such nature which may affect the efficiency of EQUIPMENT, OWNER shall have right to give notice in writing to CONTRACTOR within one month of such repair/ replacement/ modification to carry out tests as may be required for acceptance of EQUIPMENT.

1.2.12.1.7 If CONTRACTOR fails to meet its obligation to repair or replace defective EQUIPMENT and make it good within a reasonable period of time and or if CONTRACTOR refuses to carry out WORK under the guarantee clause and implied guarantee conditions and/or in case of severe urgency, OWNER shall be entitled to carry out repair/replacement/WORK or arrange to carry out repair/ replacement/WORK by a third party. The entire cost of such repair/ replacement/WORK including taxes and duties etc. shall be borne by the CONTRACTOR. In case, the cost of such repair/replacement has been incurred by OWNER, CONTRACTOR shall reimburse the same immediately on demand by OWNER with a document substantiating such costs..

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- 1.2.12.1.8 Damages to EQUIPMENT deriving from incomplete, erroneous instructions issued by CONTRACTOR will be considered CONTRACTOR's fault and will be treated according to the provision of warranty clause. Normal wear and tear shall not come under purview of this clause. If O&M Manual is not followed by OWNER, the provisions of this clause shall not be applicable.
- 1.2.13 Government Clearances, Permits and Certificates
- 1.2.13.1 CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses required by virtue of all APPLICABLE LAWS, regulations, ordinances and other rules in effect at the place where any of WORK is to be performed, and CONTRACTOR shall further hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. OWNER will provide the necessary assistance to CONTRACTOR for obtaining PERMITS for CONTRACTOR's personnel to undertake WORK in India in connection with CONTRACT.
- 1.2.13.2 CONTRACTOR shall furnish necessary data/specifications/drawings etc. of EQUIPMENT likely to be imported by OWNER for obtaining import License / necessary Government Clearances, for the same. CONTRACTOR shall also furnish necessary technical information, data, drawing, etc. as and when required to OWNER for submission to Government/Statutory Agencies.
- 1.2.14 Transportation and Storing of EQUIPMENT
- 1.2.14.1 CONTRACTOR shall be responsible for proper packing, transportation from vendor's workshop to port or railway station (whether by road, rail, ship or aircraft), handling and clearances at port or railway station including loading and unloading, customs clearance, carriage to SITE, unloading at SITE, warehousing, coding and tagging, storage including proper preservation, etc. of EQUIPMENT. Any special clearance, lifting, handling, loading/unloading, and transport arrangements for over dimensional consignments shall also be done by CONTRACTOR. CONTRACTOR shall ensure timely delivery of EQUIPMENT. CONTRACTOR shall endeavor to have the consignments in the upper part of the hold to enable early discharge at the Port of disembarkment. The above arrangement shall be in accordance with the guidelines set forth in the Co-ordination Procedure. CONTRACTOR shall be responsible for inspection of EQUIPMENT on receipt at SITE and for maintenance and management of stores and warehousing of EQUIPMENT at SITE including all activities connected with the issue of EQUIPMENT, accounting and final reconciliation and handing over of stores to OWNER.
- 1.2.14.2 OWNER shall provide area at SITE for making shed/covered stores etc. for storing EQUIPMENT. CONTRACTOR shall be responsible for making shed/covered stores etc. for safe storage of EQUIPMENT.
- 1.2.15 Construction

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1.2.15.1 CONTRACTOR shall be responsible for all civil and structural work, foundations, insulating & painting works, erection, site fabrication, piping, instrumentation, electrical installation, and other miscellaneous construction jobs of PLANT leading to MECHANICAL COMPLETION and PRELIMINARY ACCEPTANCE of PLANT. CONTRACTOR shall organise these activities in appropriate sequence and use proper methods giving due regard to the requirements of safety, quality, sound engineering practice, compliance with relevant Codes and Regulations, and for achieving PRELIMINARY ACCEPTANCE of PLANT on or before GUARANTEED COMPLETION DATE.

The CONTRACTOR shall within the scope of work observe in addition to specifications, all national and local laws, ordinances, rules and regulation and requirements pertaining to the WORK.

Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time and well in advance of the specific work for approval.

The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by the OWNER in carrying out inspection work. The OWNER will have authorised representatives present who shall have free access to the work at all times. If an OWNER's representative notifies the CONTRACTOR's representative of any deficiency in any work or in the supervision thereof, the CONTRACTOR shall make every effort to carry out such instructions consistent with best industry practice.

The CONTRACTOR shall so far as reasonably feasible employ skilled workers who are Certified Tradesmen in the field(s) of their relative activities(s).

1.2.15.2 CONTRACTOR shall submit and adhere to the completion schedule of construction leading to PRELIMINARY ACCEPTANCE.

1.2.15.3 In case of delay in completion beyond the stipulated completion period as specified under clause 1.2.15.2 for reasons attributable to Contractor, all extra costs on account of changes of statutory regulations / Acts, shall not apply to Contract price and the same shall be borne by Contractor.

1.2.15.4 Civil Work Warranty

1.2.15.4.1 CONTRACTOR shall certify that the all civil works, reinforced concrete, structures, permanent buildings and foundations has been designed in accordance with stipulations of relevant BIS Codes.

1.2.16 Safety and Plant Security

1.2.16.1 CONTRACTOR shall observe and also use its best efforts to ensure that all parts of WORK carried out at SITE is being done in a safe and satisfactory manner conforming to the applicable Safety Rules and Regulations. Further, CONTRACTOR

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shall observe and make provisions in SUB-CONTRACT that employees working for PLANT observe all the Safety Rules as required under the Factories Act and Regulations and other Local Laws and SUB-CONTRACTOR to provide safety apparel and equipment to its employees. OWNER shall have the right to object to any unsafe practice followed by SUB-CONTRACTOR's employees or any CONTRACTOR's personnel and direct them to carry out the job in a manner considered safe by OWNER. CONTRACTOR shall further abide by all the Security Regulations imposed by OWNER.

1.2.16.2 CONTRACTOR shall observe all safety rules so that no harm is done to OWNER's employees or property. If on account of CONTRACTOR, OWNER's property or personnel are likely to suffer any damage, in such cases any directions issued by OWNER shall be carried out by CONTRACTOR.

1.2.17 PRE-COMMISSIONING Services of PLANT

1.2.17.1 CONTRACTOR shall render and be responsible for pre-commissioning activities leading to MECHANICAL COMPLETION. These activities will include relevant checking, adjustment, testing, calibration, running in and trial runs of individual items of EQUIPMENT, and other similar jobs. OWNER shall provide experienced/trained and suitable operating and maintenance personnel who will perform their tasks under the supervision and direction of CONTRACTOR.

1.2.17.2 CONTRACTOR shall provide experienced personnel as required for carrying out the PRE-COMMISSIONING activities with OWNER's personnel.

1.2.17.3 CONTRACTOR shall provide SUB-CONTRACTOR's/VENDOR's specialists wherever required. Suitable provision for such services shall be made by CONTRACTOR in PURCHASE ORDER/SUB-CONTRACT.

1.2.18 MECHANICAL COMPLETION

1.2.18.1 CONTRACTOR shall be responsible for completing the design, engineering, procurement, inspection and expediting, arranging for transportation of EQUIPMENT, construction and PRE-COMMISSIONING for making PLANT ready for acceptance of feed stock before the MECHANICAL COMPLETION.

1.2.19 Commissioning Services of PLANT

1.2.19.1 CONTRACTOR shall be responsible for COMMISSIONING after PRE-COMMISSIONING activities have been completed giving due regard to safety of EQUIPMENT according to sound international practice. OWNER shall provide experienced trained operating and maintenance personnel who shall work under the supervision and direction of CONTRACTOR. The COMMISSIONING activities shall include the following:

- a) Introduction of raw materials, utilities, lining-up of various sections of PLANT leading to production of final product as per Technical.

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- b) Stabilising PLANT and stepping up production to full plant capacity.
- c) Demonstrating and Conducting sustained load test and Guarantee Test as per Part-II, Technical.

1.2.19.2 CONTRACTOR shall provide engineers as required to commission PLANT. CONTRACTOR shall be responsible to provide supervision personnel for operation of PLANT until PRELIMINARY ACCEPTANCE and OWNER will operate the PLANT under the supervision and instructions of CONTRACTOR. During the sustained load test and the guarantee test, the range of operating conditions shall be within the limits of the design conditions and shall meet the requirements of safety and compliance with relevant Codes and Regulations.

1.2.20 Performance Guarantee Test

1.2.20.1 CONTRACTOR shall successfully complete PERFORMANCE TEST as early as possible after MECHANICAL COMPLETION.

1.2.20.2 CONTRACTOR shall, when PLANT is stabilized at full plant capacity to the satisfaction of OWNER, shall carry out PERFORMANCE TEST and prove Guarantees.

1.2.21 Deleted.

1.2.22 **6 months supervisory O&M assistance after GTR.**

Owner desires six months (after GTR) O&M assistance with designated selected manpower defined by Owner as per the requirement specified in Part II , Technical Section of NIT. LSTK Contractors shall indicate the man-day/ man-month rate in Schedule of Rate.

1.2.23 Laws and Regulations

1.2.23.1 CONTRACTOR shall abide, while fulfilling its obligations, by all applicable codes and APPLICABLE LAWS from time to time in force in the State of ODISHA and in India. FINAL PROPOSAL shall be based on the codes, and regulations applicable on the date of submission of the FINAL PROPOSAL.

In the event of change in any codes, LEGISLATION, laws or regulation applicable to PLANT, WORK or any part thereof after date of submission of FINAL PROPOSAL, which alters the scope of CONTRACTOR's obligations under CONTRACT, CONTRACTOR shall agree to make the necessary changes in scope of WORK. Such changes shall be governed by CHANGE IN WORK as per the provisions of Clause -3. Any additional fee becoming applicable due to any change of Acts, regulations, by-laws, orders and requirements after date of submission of FINAL PROPOSAL shall be borne by OWNER in accordance with SCC clause 3.0.

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1.2.24 Statutory Obligations

1.2.24.1 CONTRACTOR shall comply with the requirements of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (Regulation and Abolition) Act, Inter-state Migrant Workmen (Registration of Employment and Condition of Service) Act, Payment of Wages Act, Workmen Compensation Act, Factories Act, Employees Provident Fund and Misc. Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other applicable Industrial/Labour enactment and Rules made there under as applicable from time to time. In case OWNER incurs any liability towards payment of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/labour law by CONTRACTOR, the same shall be made good by CONTRACTOR.

1.2.24.2 SUB-CONTRACTOR engaged by CONTRACTOR for performing civil and erection work/other jobs at SITE shall have PF Code No. in its name issued by Regional Provident Fund Commissioner (RPFC).

1.2.24.3 The CONTRACTOR shall ensure that the SUB-CONTRACTOR shall comply with the Statutory Requirements, as applicable, for the execution of this CONTRACT.

1.2.25 Progress Monitoring and Reporting

1.2.25.1 CONTRACTOR shall develop a suitable system for monitoring and reporting progress on the various activities up to PRELIMINARY ACCEPTANCE. CONTRACTOR shall submit PROJECT MASTER SCHEDULE and detailed Network Schedule covering the activities and milestones starting from EFFECTIVE DATE OF CONTRACT until PRELIMINARY ACCEPTANCE, as described under Clause -1.2.13. These schedules shall include the activities of CONTRACTOR, SUB-CONTRACTOR and vendor. CONTRACTOR shall monitor progress continuously and submit to PROJECT MANAGER monthly progress reports giving the status of the activities, indicating those delayed and action being taken, or required to be taken, to bring back those activities on schedule. These reports will also include progress at vendor's workshops and shall be supplemented with photographs, wherever necessary. The Network Schedule shall be updated once in a month. CONTRACTOR shall also furnish information to PROJECT MANAGER as may be required by any other Government Authority or any other agency such as Financing Institution etc.

1.2.26 Technical Information

1.2.26.1 CONTRACTOR shall furnish to OWNER, CONTRACTOR's Technical Information and know-how as may be necessary for the operation of PLANT and relating to its process according to the provisions of Article 53 of General Conditions of Contract. CONTRACTOR shall grant or cause to be granted to OWNER an irrevocable right to use all such above technical information for PLANT and shall further inform OWNER for a period of five (5) years from date of PRELIMINARY ACCEPTANCE of any improvements in process, know-how, engineering, operation methods, and other conditions which will result in more efficient operation of PLANT that are developed by

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CONTRACTOR or process licensor or have come to the knowledge of CONTRACTOR, at no extra cost to OWNER. OWNER shall also grant to CONTRACTOR, at no extra cost to CONTRACTOR, to the benefit of process licensor the same right on OWNER's improvements as per the provisions of this Clause. Notwithstanding the generality of the foregoing, ownership of data, technical information processes, technology or software proprietary to CONTRACTOR and/or SUBCONTRACTORS shall remain with CONTRACTOR and/or SUBCONTRACTOR. CONTRACTOR and/or SUBCONTRACTOR shall ensure that OWNER is legally entitled to use of such data, processes, technology and software in the form of a perpetual, non-terminable, non-exclusive, royalty-free License for the purpose of the operation and maintenance of the PLANT.

In case sharing of any Technical Information by CONTRACTOR is in conflict with provisions of License Agreement, the same shall be brought to the notice of OWNER and the issues shall be mutually discussed and resolved, except for submission of confidential information to the Statutory Bodies.

1.2.27 Work of SUB-CONTRACTOR and vendor

1.2.27.1 CONTRACTOR shall remain responsible for proper execution of such part of WORK as are carried out by its SUB-CONTRACTOR and vendor and any failure of SUB-CONTRACTOR/vendor shall not relieve CONTRACTOR of its obligations under CONTRACT. Furthermore, in the event of any default by SUB-CONTRACTOR/vendor, CONTRACTOR shall either take over SUB-CONTRACTOR/vendor's part of WORK on mutually agreed terms or take remedial action as may be necessary in order to comply with GUARANTEED COMPLETION DATE and any other activities leading to PRELIMINARY ACCEPTANCE by OWNER.

1.2.28 Co-ordination

1.2.28.1 CONTRACTOR shall render all necessary assistance to PROJECT MANAGER required for overall co-ordination of all activities connected with WORKS. For this purpose, CONTRACTOR and PROJECT MANAGER shall agree on a meeting as soon as practicable after EFFECTIVE DATE OF CONTRACT, with SUBCONTRACTOR/vendor's and such other parties as are necessary to settle the following:

- Review the basic design conditions set forth in FINAL PROPOSAL and where appropriate, review possibilities of standardisation.
- Assess the priorities and key dates required to be included in CONTRACTOR's PROJECT MASTER SCHEDULE.
- Make an assessment of all items requiring co-ordination.
- Fix up a date and agenda of any subsequent meeting as may be required in association with OWNER.
- Discuss with PROJECT MANAGER and furnish all technical information about various effluents/emission and discharge points from different sources indicating the quality and quantity of gaseous and liquid emission of pollutants from PLANT. CONTRACTOR shall also supply PROJECT MANAGER any

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additional information required on the above matter during the performance of process design and basic engineering design.

In the event, PROJECT MANAGER pursuant to its responsibilities of overall co-ordination requests CONTRACTOR to make any alteration to the programme, scope of responsibility under CONTRACT, CONTRACTOR shall do the same, subject to the provisions of Clause 3.0.

1.2.29 Notices and Reports

1.2.29.1. CONTRACTOR shall submit the following copies of notices to PROJECT MANAGER as part of the Scope of Work:

- a) Immediate notification of safety incidents and accidents, including near misses, of any kind or type followed as soon as possible after such event by a full report.
- b) Notices from any Government / Statutory Agency or any other Person for a violation of any Law or Government Approval, immediately upon receipt by CONTRACTOR and no later than twenty-four (24) hours after its receipt.
- c) Inspection reports by any inspector whether relating to any accident, accepting any test reports or otherwise immediately upon receipt by CONTRACTOR and no later than two (2) working DAYS after its receipt.

1.2.30 CONTRACTOR's Representative and Key Personnel

1.2.30.1 CONTRACTOR shall with prior consent of PROJECT MANAGER appoint a CONTRACT MANAGER to manage the execution of WORK and to be CONTRACTOR's Representative in India. CONTRACTOR's personnel stationed at SITE for providing services during the execution of WORK shall work under the supervision and guidance of CONTRACT MANAGER. The CONTRACT MANAGER shall have the full authority to make binding and enforceable decisions in the name of CONTRACTOR and shall receive all notices/correspondence that OWNER serves on CONTRACTOR.

1.2.30.2 CONTRACTOR shall be responsible for the work performed by CONTRACT MANAGER and CONTRACTOR's personnel and shall under no circumstances be relieved of its responsibilities and obligations under CONTRACT on account of acts or omissions of CONTRACT MANAGER and personnel.

1.2. 30.3 The Key Personnel shall hold the staff positions as indicated in CONTRACT. CONTRACTOR shall use reasonable efforts to ensure that such Key Personnel will be engaged in the execution of WORK continuously until their role is completed unless prior release is approved by OWNER, such approval not to be unreasonably withheld or delayed. Replacement of or addition to Key Personnel shall only be made with persons having qualifications and experience equal to or better than those replaced or added to, and shall be similarly subject to OWNER's prior approval. In the

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event, any person identified in CONTRACT decides to leave the employment of CONTRACTOR, CONTRACTOR shall use reasonable efforts to retain the services of such person until his portion of WORK is complete. CONTRACTOR further agrees not to remove from WORK Key Personnel, which OWNER considers to be necessary for the proper performance of WORK without the prior written approval of OWNER.

1.2.31 General Warranties

- a) CONTRACTOR shall perform WORK in full compliance with its FINAL PROPOSAL and all other terms and conditions set forth herein.
- b) WORK shall be performed, in a good and workmanlike manner and in accordance with the FINAL PROPOSAL, all other terms and conditions of this CONTRACT, all DOCUMENTS, all Government Approvals, all APPLICABLE LAWS, and Good Industry Practices.
- c) All EQUIPMENT, installed as part of PLANT, (i) shall be free from any encumbrance or lien and shall conform to the specifications and descriptions set forth in CONTRACT and (ii) shall be new and unused, free from DEFECTS and Deficiencies of any kind and shall meet the requirements of the Scope of Work.
- d) The completed PLANT shall be free of DEFECTS and Deficiencies and shall be designed, constructed and engineered, in compliance with the Scope of Work.
- e) PLANT shall be designed, engineered, constructed, tested, completed and delivered based on Good Industry Practices, CONTRACTOR's specifications and guidelines for operation and maintenance in accordance with the Scope of Work, for CONTRACT PRICE and no later than the GUARANTEED COMPLETION DATE.
- f) All SUB-CONTRACTOR/vendor shall perform their portion of the Scope of Work or supply or install EQUIPMENT in accordance with the applicable terms set forth herein.
- g) Adherence to the Operations Manual shall allow safe start-up, operation, maintenance and shut-downs of the completed PLANT, in accordance with CONTRACTOR's guidelines and will not impair any warranty or guarantee of EQUIPMENT incorporated or to be incorporated into PLANT.

1.2.32 Re-Tests / Additional Tests

- 1.2.32.1 Except for tests required as per the provisions of CONTRACT, OWNER may request prior to PRELIMINARY ACCEPTANCE OF PLANT re-testing of any EQUIPMENT, or WORK if OWNER believes the results of earlier tests are not accurate or do not establish the true condition of EQUIPMENT or WORK being tested. Such decision will be based on mutual discussion and agreement between OWNER and CONTRACTOR

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1.2.32.2 If a portion of WORK or any EQUIPMENT, fails any ~~or~~ retest requested by OWNER pursuant to Clause 1.2.32.1, then CONTRACTOR shall correct or replace, or cause its SUB-CONTRACTOR/VENDOR to correct or replace, such item or portion so as to pass re-testing and otherwise meet or conform to such requirements. No changes to time schedule or increase in the CONTRACT PRICE shall be granted with respect to such re-testing subject to 1.2.32.3. CONTRACTOR shall solely bear any cost resulting thereof. Neither the failure by OWNER to discover Defects and Deficiencies, nor any payment to CONTRACTOR in respect thereof shall prejudice the rights of OWNER thereafter to require and obtain from CONTRACTOR the satisfactory performance of WORK hereunder. OWNER shall not be deemed to have accepted any WORK as a result of any such re- testing.

1.2.32.3 If the results of the original test and such re-test are within mutually acceptable range of the original test(s) or in accordance with the CONTRACT, OWNER shall bear the cost, if any, of such re- tests and extend the completion time, if required.

1.2.32.4 In addition to above, OWNER may request additional test, prior to PAC, of any EQUIPMENT or WORK, if OWNER believes the result of earlier test are not accurate or do not establish the true condition of EQUIPMENT or WORK being tested. The cost and time for such Additional test shall be borne by OWNER based on merit of the case and mutually agreed between CONTRACTOR & OWNER.

1.2.33 General

1.2.33.1 CONTRACTOR shall incorporate during design stage maximum utilization of goods manufactured and/or available in India and also avail shipping, insurance, banking, catering and any other services available from India-owned companies for installation of plant, if quality, delivery and overall cost characteristics are equivalent.

1.2.33.2 CONTRACTOR shall arrange insurance pursuant to Clause 28.0 of GCC, at its own cost.

1.2.33.3 CONTRACTOR shall provide necessary information, documentation, and assistance for obtaining any approvals from Financial Institutions or any other agencies or authorities.

2.0 OWNER'S OBLIGATIONS

OWNER shall be responsible for fulfilling all obligations as specified under the following heads:

2.1 Basic Conditions for Design

OWNER shall furnish information concerning the basic conditions for design to CONTRACTOR as soon as practicable, but in any event not later than as per the requirements of CONTRACTOR's engineering schedule established and made

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available to OWNER during the early stages of WORK. CONTRACTOR shall review the basic conditions, including soil data, and other conditions furnished by OWNER. If CONTRACTOR observes any inconsistency or insufficiency in these data, CONTRACTOR shall bring to the notice of OWNER the same, before use of such data/information. It shall be Owner's endeavour to provide data for use of Contractor however, the data should be verified by Contractor at his cost. Any claim wrt inconsistent data shall not be entertained by Owner, except change(s) "rely upon documents" as mentioned under Clause No. 17.1 of GCC".

2.2 Overall Co-Ordination

The objective of overall co-ordination is to organise orderly execution of WORK, bring about requisite integration amongst the various project activities of executing agencies, to achieve the technical quality, cost objective of WORK and to avoid interference between the various activities of the parties in order to achieve the earliest possible completion of WORK. The aim will be to integrate, have compatibility between plants and uniform standardisation of design, engineering, layout, etc.

2.3.0 Review and Approval of Work

2.3.1 CONTRACTOR shall associate OWNER's representatives with WORK as carried out by CONTRACTOR's personnel. For this purpose, OWNER shall associate with WORK at all stages. Specifically, OWNER shall undertake the following tasks:

- Review/APPROVAL of drawings as per Part-II, Technical and other documents connected with basic and detailed engineering.
- Review of specifications for EQUIPMENT, lists of spare parts and special maintenance tools, and lists of special construction aids, tools, tackles, and fixtures.
- Participation in inspection, expediting and testing of EQUIPMENT at SUB-CONTRACTOR's / vendor's works and at SITE, wherever considered necessary by OWNER.

2.3.2 For the smooth functioning OWNER will nominate an individual who will act as PROJECT MANAGER under the CONTRACT. The PROJECT MANAGER will have full authority to act on behalf of the OWNER in connection with the CONTRACT. Except as otherwise provided in the CONTRACT, all communications between the OWNER and the CONTRACTOR relating to the WORKS shall be between the PROJECT MANAGER and the CONTRACT MANAGER.

2.3.3 OWNER shall depute its representatives to carry out above work at the office of CONTRACTOR. OWNER shall bear the cost of travel and stay of its personnel for such deputation. CONTRACTOR shall provide office accommodation, secretarial assistance, etc. in its office to OWNER's personnel. Number of OWNER's personnel

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to be deputed at CONTRACTOR's office on single location shall not exceed 10 (ten) at a time.

2.4 Government Clearances

Without prejudice to CONTRACTOR's obligations under the CONTRACT, OWNER shall provide necessary services and assistance to CONTRACTOR in obtaining Government clearances to be to be procured in the name of OWNER as referred to in GCC clause 59.1. All approvals/ permissions other than Environment Clearance and Consent to Establish/operate shall be obtained by the CONTRACTOR..

2.5 Facilities for CONTRACTOR's Personnel

OWNER shall assist CONTRACTOR in obtaining Visas and other PERMITS from the appropriate authorities for CONTRACTOR's and SUB-CONTRACTOR's / vendor's expatriates to enter and stay in India as necessary for performance of WORK. OWNER shall also provide facilities to CONTRACTOR's expatriates in accordance with the provisions described in Clause-2.8.

2.6 Operating and Maintenance Personnel

OWNER shall provide experienced operating and maintenance personnel according to its organisation, specifications, and standards during the PRE-COMMISSIONING and COMMISSIONING activities, who will work under the direction and control of CONTRACTOR. OWNER shall associate its personnel with the construction and erection of PLANT to familiarise the personnel with WORK, ascertain quality, and generally to prepare for proper operation and maintenance of PLANT.

2.7 Feed stock and Utilities

OWNER shall make available the feedstock and utilities subject to limit specified in CONTRACT and take over all products and effluents at BATTERY LIMIT as specified in CONTRACT for commissioning and GTR .

2.8 Site Facilities

OWNER shall provide the following SITE facilities:

- Organisation and personnel for general co-ordination of site activities.
- General safety and security services.
- Free and unrestricted access to SITE as of the EFFECTIVE DATE OF CONTRACT

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- d) OWNER shall NOT provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of CONTRACTOR, deputed at SITE for performing WORK under CONTRACT.
- e) OWNER shall NOT provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of SUB-CONTRACTOR and VENDOR.
- f) Area for making shed/covered storage for storing EQUIPMENT.
- g) Construction Water and Construction Power shall be provided at one point within battery limit within 6 months of award of Contract on chargeable basis (presently @ **Rs. 10.08/m³ (approx.) for Construction Water and Rs. 6.08/KWH (approx.)** for Construction Power). Construction power charges will be inclusive of all Demand Charges, Energy Charges, Fixed Charges, Wheeling Charges and Electricity Duty Charges. In case of any escalation by statutory authorities in the unit rates of Construction Water and Construction Power during execution of Contract, the same shall be borne by Contractor.

Contractor will have to make his own arrangements for supply of water & Power to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

Raw Material and utilities as defined in Section 2.0 of Technical part of NIT shall be made available to the CONTRACTOR at one point of Syngas Purification Unit battery limit 3 months prior to the end of Mechanical Completion period for Pre-commissioning by OWNER at Syngas Purification Unit battery limit. However required utilities prior to this period will be arranged by CONTRACTOR.

Note: Even if CONTRACTOR completes MECHANICAL COMPLETION before the scheduled period, OWNER shall provide raw materials and utilities as per the schedule defined above (reckoned from the scheduled Mechanical Completion date). CONTRACTOR shall not claim any compensation on account of such early MECHANICAL COMPLETION and OWNER shall not be held liable for any time or cost implications owing to such early completion.

3.0 CHANGES IN WORK/CHANGE ORDER

- 3.1 OWNER may at any time order change in work scope. OWNER shall have the right to request in writing changes in WORK within the scope of CONTRACT. When the request for a change in WORK by OWNER has been agreed and complied by CONTRACTOR, CONTRACTOR's obligations under CONTRACT shall remain unaffected unless otherwise agreed.

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Changes may consist of additions, deletions or revisions of or to the Scope of Work, and may cause the CONTRACT PRICE, COMPLETION PERIOD or the GUARANTEED COMPLETION DATE or any other CONTRACTOR's WARRANTIES to be adjusted.

CONTRACTOR shall be entitled to an extension of time to GUARANTEED COMPLETION DATE suffered and/or payment of additional costs incurred as a result of any change in law or legislation, by way of a CHANGE ORDER.

- 3.2 In the event that CONTRACTOR is instructed by OWNER to perform any change order, whether it be additional work or a reduction in the scope of work, a 10% mark-up shall be allowed to cover the cost of overheads and profits of the CONTRACTOR on the total lump-sum cost of the CHANGE ORDER for procurement of equipment, services including third party, including all taxes, duties and all other related costs.
- 3.3. On each request for a CHANGE IN WORK, CONTRACTOR shall promptly inform OWNER in writing whether this request will fall within the provision of CONTRACT. If this request does not fall under the provision of CONTRACT and CONTRACTOR has to incur additional expenses, then CONTRACTOR shall promptly submit a cost estimates, and terms of payment for making the requested change in WORK together with the details of any variation required to be made to any of CONTRACTOR's or OWNER's obligations and/or guarantees.
- 3.4 If in CONTRACTOR's opinion fulfillment of any of its obligations under CONTRACT would be jeopardized by a CHANGE IN WORK requested by OWNER, then CONTRACTOR shall explain in writing to OWNER the reasons for not accepting these changes within thirty (30) days of receipt of OWNER's written request.
- 3.5 OWNER and CONTRACTOR shall agree upon the basis and terms of the CHANGE IN WORK in writing.
- 3.6 It is understood that no change shall become effective and no change will alter the scope of WORK until all of the matters referred to in this *Clause 3* have been mutually agreed upon in writing by OWNER and CONTRACTOR.
- 3.7 It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause :
- Minor changes requested by OWNER and accepted by CONTRACTOR which do not involve any substantial additional cost or man-hour effort, and have no effect on contractual completion period, and/or
 - Any change necessitated due to requirements of prevalent laws in India at the time of submission of FINAL PROPOSAL.

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4.0 ACCEPTANCE OF PLANTS AND FACILITIES

CONTRACTOR's liabilities for the Performance Guarantees given for the PLANTS and Facilities in respect of capacity, consumption, product quality and pollution level shall be discharged only when the PERFORMANCE AND GUARANTEE TESTS as stipulated in Part-II, Technical, Section-8 of NIT have been successfully carried out as per acceptance criteria specified below or alternatively, Mutually Agreed Damages as stipulated in clause 31 of GCC have been paid by the CONTRACTOR and OWNER has issued PRELIMINARY ACCEPTANCE CERTIFICATE.

5.0 PLANT ACCEPTANCE CRITERIA

Subject to fulfilling PERFORMANCE AND GUARANTEE TESTS as per Part-II, Technical, Section 8 of NIT and Clause 18.0 of SCC, OWNER shall be in readiness to accept the PLANTS. CONTRACTOR shall take all steps to fulfil the provisions of the CONTRACT for OWNER to issue PRELIMINARY ACCEPTANCE CERTIFICATE. The care and custody responsibility of the Plant shall be passed on to OWNER on PRELIMINARY ACCEPTANCE of the Plant.

6.0 ISSUANCE OF PRELIMINARY ACCEPTANCE CERTIFICATE

Within 30 (thirty) DAYS from completing successfully PERFORMANCE & GUARANTEE TESTS by the CONTRACTOR, and CONTRACTOR fulfilling all the obligations under the provision of the CONTRACT, OWNER shall issue PRELIMINARY ACCEPTANCE CERTIFICATE to CONTRACTOR. On issue of this Certificate by OWNER, CONTRACTOR shall become entitled to receive all payment as per provisions of the CONTRACT due to CONTRACTOR subject to CONTRACTOR's fulfilling the obligations stipulated under CONTRACT.

7.0 LABOUR AND STAFF

- 7.1 The CONTRACTOR shall make his own arrangement for labour, erection and COMMISSIONING engineers and all other staff required for carrying out the CONTRACT. The necessary permissions from Government of India regarding work permit and visa requirement shall be obtained by the CONTRACTOR.
- 7.2 The CONTRACTOR shall make his own arrangements for providing canteen service to his labour and staff. Open space for this purpose may be provided by OWNER.
- 7.3 The CONTRACTOR shall at his own cost provide office and other accommodation for his staff and workmen. The CONTRACTOR shall also provide communication, transport and medical facilities to his staff and workmen.
- 7.4 The CONTRACTOR shall be responsible for all statutory obligations and any other laws in this regard in force from time to time regarding the employment or conditions of service of CONTRACTOR's labour, workman or employees.



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- 7.5 The CONTRACTOR shall observe all safety rules as required under various rules, regulations and laws in India and shall also strictly adhere to safety regulations of OWNER.

8.0 TRAINING OF OWNER'S PERSONNEL

- 8.1 The CONTRACTOR shall provide facilities, if required, for Training of OWNER's personnel at CONTRACTOR's other installations before the plant goes into operation, in the operation and maintenance of plant. The costs towards travel, transportation and living expenses of the OWNER's personnel shall be borne by OWNER.

CONTRACTOR shall make arrangements, for training of OWNER's personnel in PLANT of CONTRACTOR's design having comparable capacity and design features as of same Plant and in VENDOR's workshops (Refer Section-12.0 of Technical Part-II) . CONTRACTOR shall provide assistance to OWNER's personnel for proper co-ordination and management of the practical experience. Detailed programme and modalities for practical experience shall be mutually agreed between OWNER and CONTRACTOR.

- 8.2 The fee for Training of OWNER's personnel shall be as specified in Schedule of Price.

9.0 MODE OF CONTRACTING

- 9.1 Notwithstanding anything stated elsewhere in the CONTRACT documents, the CONTRACT is awarded on Lumpsum turnkey basis with single point responsibility.

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

- 9.3 **The CONTRACT shall be treated as 'WORK CONTRACT SERVICE'.**

10.0 Deleted

11.0 CURRENCIES OF BID AND PAYMENT

- 11.1
- i) For the purpose of this clause and any other relevant provisions in these documents, Foreign Currency **(maximum 5 (five) currencies namely USD, EUR, GBP, JPY and INR)** shall mean as quoted by the bidders.
 - ii) Foreign Bidders may quote prices for MATERIALS and services to be imported into India either in Indian Rupees or in the Foreign Currencies or in a combination of Indian Rupees and the Foreign Currencies.

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- iii) Bidders shall quote the price for MATERIALS and services to be procured from India and for expenses to be incurred in Indian Rupees only in Indian Rupees.

Further, bidders shall quote the price for Civil and Structural works in Indian Rupees only.

- iv) Indian bidders may quote the prices for materials and services to be imported into India in the Foreign Currency. Such bidders quoting in foreign currency shall separately indicate in a list the materials and services to be imported into India and the Foreign Currency price payable for such materials and services.

11.2 Indian bidders who have indicated materials or services to be imported into India, and who have indicated the Foreign Currency price for such materials and/or services in their bids as specified above, shall be paid the Foreign Currency paid for the relevant materials or services imported into India (subject to the maximum of the Foreign Currency indicated in the priced bid in relation to such supplies or services) as per SCC Clause 14. If as a result, there shall remain any unutilized foreign currency indicated in the priced bid relevant to the formation of the CONTRACT in relation to such supplies or services, these shall be considered to be the CONTRACTOR's fee for the relative procurement or services, as the case may be, and shall be added to and paid for separately, in the Final Bill, in addition to the price of services, in Indian Rupees equivalent of such unutilised foreign currency balance(s) converted at the currency exchange rate, available at RBI'S WEBSITE, prevailing on the date of MECHANICAL COMPLETION.

11.3 If in the performance of the CONTRACT, the CONTRACTOR obtains or procures within India any materials or services which at the time of the bid were indicated to be procured or provided from outside India, the CONTRACTOR shall be paid only the Indian Rupee equivalent of the foreign currency cost of such materials or services as indicated in the last priced bid relevant to the formation of the CONTRACT, converted at the currency exchange rate, available at RBI'S WEBSITE prevailing on the date of payment by the CONTRACTOR for such supplies or services. Any change in such sourcing shall be subject to the OWNER's / CONSULTANT's prior consent. In case of change of source of supply from Indian to foreign or vice versa net evaluated cost would be carried forward, both in respect of CIF as well as INR price and taxes and duties thereon.

11.4 If in the performance of the Contract, the CONTRACTOR obtains or procures from outside India any materials or services which at the time of the bid were indicted to be procured or provided from within India, such bidder shall be paid only the Indian Rupees indicated in the Bill of Materials or in the Schedule of Activities, as the case may be, for such materials or services. In case of change of source of supply from Indian to foreign or vice versa net evaluated cost would be carried forward, both in respect of CIF as well as INR price and taxes and duties thereon. However, CONTRACTOR shall take prior permission of the OWNER for such change of source of supply.



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- 11.5 The CONTRACTOR shall not be entitled to switch the quoted foreign currency to another foreign currency
- 11.6 The Lumpsum price quoted by the CONTRACTOR shall be gross of Indian Income Tax, and the lumpsum price(s) shall be deemed to include Indian Income Tax.
- 11.7 The CONTRACTOR shall submit billing schedule which is to be approved by the OWNER. The CONTRACTOR shall submit all invoices on monthly/fortnightly basis based on the approved billing schedule.

11.8 Due Date for Payment

OWNER will make progressive payments as and when the payment is due as per the terms of payment set forth in the CONTRACT. Payment will become due and payable by OWNER within 30 days, except Final Payment, from the date of receipt of CONTRACTOR'S bill/invoice by OWNER provided the documents submitted are complete in all aspects and are submitted as per billing schedule.

12.0 PRICE VARIATION CLAUSE

Price Variation Clause (PVC) shall be as per below formula:

$$P1 = P0(0.15 + a \times (M1/M0) + b \times (L1/L0) + c \times (F1/F0))$$

P1 = Adjusted price after price variation

P0 = Basic price as per the billing break up

M = Material Indices

L = Labour Indices

F = Fuel Indices

For SUPPLIES:

1. Bidder may propose upto 3 indices & 'a' shall not be more than 0.6.
2. Indices for Industrial Labour issued by Shimla Bureau shall be considered and 'b' shall not be more than 0.3
3. 'a' plus 'b' shall be not be more than 0.85.
4. Fuel is not applicable for supplies.
5. Subscript '0' refers to indices as on 30 days prior to date of opening of bid.
6. Subscript '1' refers to indices as below:

For material (M1) : on sub-order date for the purchase of material under the contract by the Contractor.

For Labour (L1) : three months (for Labour Indices) prior to the date of shipment/despatch for labour



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Price Component covered under Supplies of Materials

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to date of Opening of bid.)

Fixed Portion F=0.15

Material :

1. a1 = ...
2. a2 = ...
3. a3 = ...

- Labour : b = ...
- L shall be one of the labour indices, namely, Consumer Price Index for Industrial Workers (Gen.) applicable to "All India" as published by Labour Bureau. Shimla of the Govt. of India.

For INSTALLATION/ERECTION SERVICES:

1. Material & Fuel is not applicable.
2. 'b' shall be 0.85. Indices for Industrial Labour issued by Shimla Bureau (50%) and Minimum Labour Wages (50%) shall be considered.
3. Subscript '1' refers to the indices / minimum wages as applicable for one month prior to the month of execution of the Installation/Erection works.

Price Component covered under Erection

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to date of Opening of bid.)

Fixed Portion F=0.15



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- Labour : $b1 = 0.5 \times 0.85$
- labour indices, namely, Consumer Price Index for Industrial Workers (Gen.) applicable to "All India" as published by Labour Bureau. Shimla of the Govt. of India.
- Minimum Labour Wages: $b2 = 0.5 \times 0.85$
- Other labour index, which is the Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher.

For CIVIL & STRUCTURAL WORKS:

1. Bidder may propose % weightage for 3 indices identified & 'a' shall not be more than 0.6.
2. 'b' shall not be more than 0.25. Indices for Industrial Labour issued by Shimla Bureau (50%) and Minimum Labour Wages (50%) shall be considered.
3. 'a' plus 'b' shall be not be more than 0.80.
4. For Fuel, 'c' shall be 0.05. Bidder to consider High Speed Diesel Oil price, namely price of High Speed diesel oil, at Pump Station of India Oil Corporation nearest to the site. (selling price inclusive of taxes and duties as per litre of H.S.D. Oil).
5. Subscript '1' refers to the indices/ minimum wages as applicable for one month prior to the month of execution of the Civil & structural work.

Price Component covered under For Civil & Structural Works

S.No.	Item	Value of Coefficient	Name of published index and its origin	Value of Base Date Indices (as on 30 days prior to date of Opening of bid.)

Fixed Portion $F=0.15$

Material :

1. $a1 = \dots\dots\dots$ Index for " MS Wire Rods" as



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published by Ministry of Commerce and Industry, GOI under subgroup "Mild Steel-Long Products" under the group of "Manufacture of Basic Metals

2. $a_2 = \dots\dots\dots$ Index for "Pozzolana Cement " as published by Ministry of Commerce and Industry, GOI under subgroup " Manufacture of cement, lime and plaster " under the group of " Manufacture of other Non-Metallic Mineral Products ".
3. $a_3 = \dots\dots\dots$ Material Index, namely, Index No. of wholesale price under group. "All commodities" as published by office of the Economic Adviser, Government of India
- Bidder to quote value of Coefficient 'b': $\dots\dots\dots$ (shall not be more than 0.25)
- Labour : $b_1 = 0.5 \times 'b'$
- labour indices, namely, Consumer Price Index for Industrial Workers (Gen.) applicable to "All India" as published by Labour Bureau. Shimla of the Govt. of India.
- Minimum Labour Wages: $b_2 = 0.5 \times 'b'$
- Other labour index, which is the Arithmetical average of Minimum Wages for Unskilled, Skilled, Semi-skilled and Highly skilled workers notified by the Central Government for the particular classified Area in which the project site is located or notified by the State Government of the state in which the project site is located, whichever is higher.
- $c = 0.05$ High Speed Diesel Oil price, namely price of High
- Speed diesel oil, at Pump Station of India Oil Corporation nearest to the project site. (selling price inclusive of taxes and duties as per litre of H.S.D. Oil).

Notes for Price Variation Clause;

1. Upward price variation will be payable for the entire approved extended completion period (*) considering the applicable indices as per the above formula. Accordingly, in case of delay by the contractor beyond contractual delivery date for reasons attributable to contractor, no upward price variation shall be payable.

However, downward/ negative price variation shall be applicable for the actual completion period.

(*) Approved extended completion period shall mean the justified extension in completion period which is without any levy of MAD.

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For example: If COD is May and the actual completion date is December out of which extension upto October is not attributable to the contractor, the upward price variation shall be payable only till October. However, downward price variation shall be applicable till December.

2. For the purpose of MAD the contract value shall be considering inclusive of price variation on account of price variation.
3. Even if there is no price adjustment claim, Contractor shall submit all relevant data to prove that there is no downward variation.
4. No Price adjustment shall be payable on the portion of contract price paid to the CONTRACTOR as an advance / interim payment after the date of such payment.
5. The PVC bill (e-invoice/Tax invoice) to be submitted to OWNER as below:
 - a. For Supplies of Material: after MRC at site.
 - b. For Installation/Erection Services and Civil & Structural Works: PVC bill for previous calendar month along with along with RA bill of current month.

13.0 STATUTORY VARIATION IN TAXES AND DUTIES

- 13.1 No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to CONTRACTOR except for GST and basic custom duty with applicable Cess/Surcharge. However, any statutory variation, seven (7) days prior to price bid submission for GST and basic Custom Duty with applicable Cess/Surcharge shall be payable up to the GUARANTEED COMPLETION DATE against documentary evidence.

Any reduction in the amount of GST and basic Custom Duty with applicable Cess/Surcharge resulting from a reduction in the rate of GST, and basic Custom Duty with applicable Cess/Surcharge or remission or exemption from GST, and basic Custom Duty with applicable Cess/Surcharge with respect to Goods and Services provided to the OWNER shall be refundable to the OWNER at actual within the GUARANTEED COMPLETION DATE and also during the delayed contractual Project completion, if any.

- 13.2 Any new taxes, duties, cess, levies notified or imposed seven (7) days prior to the submission of Price Bid but before GUARANTEED COMPLETION DATE shall be to OWNER's Account.

In such case, bidder needs to provide confirmation that any new taxes, duties, cess, levies notified or imposed within 7 days prior to bid submission has not been considered in the bid by the bidder.

- 13.3 In case the GUARANTEED COMPLETION DATE is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST and Custom duty with applicable Cess/Surcharge until the extended period shall be borne by OWNER. Further, any new taxes, duties, cess, levies notified or imposed after the

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submission of Price Bid during such extended GUARANTEED COMPLETION DATE shall be to OWNER's Account.

14.0 TERMS OF PAYMENT

14.1 After award of CONTRACT, the CONTRACTOR, under a Consortium shall submit break up the Schedule of Prices corresponding to the supplies/services/civil works assigned to each member of the consortium which shall be approved by Owner/Consultant. Such approved Billing Schedule shall govern the payment to each member of consortium.

Each member of Consortium shall raise separate invoices applicable for their part of scope of work as per the approved Billing Schedule and the OWNER shall pay directly to each member of the Consortium against such invoices. However, it is mandatory that such invoices shall be forwarded by covering letter issued by Consortium Leader Consortium leader will remain fully responsible for any excess payment or deficient payment made to consortium members.

14.2 MOBILISATION ADVANCE

The CONTRACTOR shall be paid an **interest bearing** recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the CONTRACT PRICE divided into two parts, namely 10% (Ten percent) of the Foreign Currency portion comprised in the Lumpsum price and 10% (Ten percent) of the Indian Rupees portion comprised in the Lumpsum price.

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 Mobilisation Advance) plus 2.0% per annum on reducing balance basis. Wherever applicable, Interest thereon should be computed on the Mobilization advance (including GST if any), provided to.

The Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilisation Advance and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount. Further, the disbursal of second installment of balance amount can be made at the end of any time after 3 months from the first installment and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount subject to submission of Certificate of full utilization of first installment. Certificate of utilization shall be submitted supported by proof of the cash outflow towards the project.

Mobilization Advance shall be paid subject to fulfillment of the following conditions:

- a) Unconditional Acceptance of Letter of Acceptance (LOA) by CONTRACTOR.
- b) Submission of Bank Guarantee(s) for 110% value including GST (if any) covering the Foreign Currency portion and the Rupee portion of the said advance(s), valid for 3 months beyond MECHANICAL COMPLETION, from OWNER'S List of Approved

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Bank as per Form-26 and as per format F-21. The CONTRACTOR shall at the request of the OWNER suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be *required to* fully recover the amount of the Advance Payment not recovered before the expiry of the validity of such Bank Guarantee, failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s)."

- c) Submission of Bank Guarantee(s) by way of Security Deposit as stipulated in Clause 8.0 of the GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the 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 Bank Guarantee(s).

Notes:

- Where foreign currency advances are in more than one foreign currency, separate bank guarantees shall be given with respect to each foreign currency to be advanced.
- Where the lumpsum price is divided into more than one foreign currency, the Bank Guarantee by way of security deposit shall be given with reference to each of the specified currencies into which the lumpsum price has been split.
- The CONTRACT PRICE for the purpose of Contract Security cum Performance Bank Guarantee would be derived on date of CONTRACT and would not be revised except in case scope of work is altered.
- The advance paid to the CONTRACTOR shall be used only for execution of this 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).
- Mobilization Advance (principal plus interest) shall be recovered from the Running Account Bills and shall be fully extinguished within 24 months from the date of disbursement of first instalment of advance. The percentage deduction from each RA bill shall be arrived at based on the total cumulative payment for 24 months as per billing schedule.

Note 1: Further incase the certified RA bill is not sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.

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Note 1: Incase if the certified bills received are not sufficient enough to recover the said amount in 24 months, then the projected unrecovered amount as per billing schedule shall be divided into additional Mobilisation Advance recovery in form of equal monthly instalments, so that the total Mobilisation Advance can be recovered within stipulated period.

Note 2: Further incase the certified RA bill is not sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.

Note 3: The recovery of Mobilisation Advance (MA) shall be time bound. Except the duration of Force Majure, the period for MA recovery shall not be extended without prejudice to any time extension (provisional/final) in the Contract Period.

6. Bank Guarantee furnished by the Contractor towards mobilization advance would be reduced quarterly subject to adjustment made from Contractors running bill.
7. The payment curve i.e. S curve/Monthly Payment Schedule should be prepared after considering the mobilization advance and it's recovery.
8. In case of termination of CONTRACT due to default by CONTRACTOR, advance Bank Guarantee shall be enchased and unadjusted advance payment shall be recovered ay interest (Marginal cost of fund based lending rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis) calculated from the date of disbursement of first installment of advance.
9. In case the MA in different currencies are disbursed on different dates, MA recovery shall be applicable separately from the date of first disbursement of MA for the respective currency.

Example:

MA of USD 2 million disbursed on 1st Feb 2025 – recovery from Feb 2025 to Jan 2027.

MA of INR 10 crore disbursed on 1st Jan 2025 – recovery from Jan 2025 to Dec 2026.

10. The recoveries of MA of different currencies shall be made from the RA bills of respective currencies only. There shall be no cross-currency adjustment during recovery.

For illustration, the outstanding MA for one currency (say USD) shall not be recovered from the Running Account Bills in another currency (say INR).

- 14.3 Subject to the other provisions of the Contract documents, payments shall be made as follows**



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14.3.1 Mobilisation Advance

Mobilization advance of 10% of CONTRACT PRICE, as indicated above, shall be given, if asked by the Bidder.

14.3.2

A FOR SUPPLIES

- i) 10% (Ten Percent) of Total supply value on pro-rata basis (excluding catalysts, spares, construction material, taxes and duties) will be released on placement of purchase orders as per the list of major tagged items. The list of major tagged items shall be submitted by the bidders in Technical Bid. This payment shall be released after submission of Bank Guarantee for equivalent value. This Bank Guarantee shall be valid upto 3 months after the MECHANICAL COMPLETION DATE and may be renewed, at the request of OWNER for such extended period. However, this Bank Guarantee shall be released after receipt of all MATERIALS at SITE and acceptance of same.

The value of BG will be reduced on quarterly basis against receipt of value of MATERIALS at SITE and acceptance of the same and not on the basis of major tagged items.

ii) AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS

35% (Thirty Five percent) on pro-rata basis of imported materials plus corresponding procurement and other charges for relative imports (on pro-rata basis) as indicated in the Bill of Materials and 35% (Thirty Five percent) on pro-rata basis of the price of indigenous materials plus procurement and other charges for relative materials, as indicated in the Bill of Materials. Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents with the CONTRACTOR's invoice.

IMPORTED MATERIALS

- Signed invoice(s)
- 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies
- Certificate of country of origin issued by a competent authority
- Packing list
- Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- 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
- Insurance Certificate



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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

iii) **AGAINST RECEIPT OF MATERIAL AT SITE**

43% (Forty Three percent) along with all applicable taxes and duties on pro-rata basis of imported material plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 43% (Forty Three percent) along with all applicable taxes and duties on pro-rata basis of the value of indigenous materials and procurement and other Charges for relative materials as indicated in the Bill(s) of Materials on submission of:

- (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.

iv) 5 % (five percent) of imported material plus corresponding procurement and other charges for relative materials as indicated in the Bills of Materials and 5 % (five percent) of the value of indigenous materials and procurement and other Charges for relative materials as indicated in the Bill(s) of Materials on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).

iv) 5 % (five percent) of the imported materials plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 5 % (five percent) of the value of indigenous materials and procurement and other charges for relative materials as indicated in the Bill of Materials on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.

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- v) 2% (Two percent) of the imported materials plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 2% (Two percent) of the value of indigenous materials and procurement and other charges for relative materials as indicated in the Bill of Materials on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

14.3.3 FOR SERVICES

- i) 88% (Eighty Eight Percent) of the Services Price component shall be paid on pro-rata basis against progress of Services duly certified by the OWNER for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report, after adjustment of mobilization advance, if any.
- ii) 5% (five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iii) 5 % (five percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- iv) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

14.3.4 FOR CIVIL AND STRUCTURAL WORKS

- i) 88% (Eighty Eight Percent) of the Civil and Structural Works Price component shall be paid on pro-rata basis against progress of Civil and Structural Works duly certified by the OWNER for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report, after adjustment of mobilization advance, if any.
- i) 5% (five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- ii) 5 % (five percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- iii) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

14.3.5 TRAINING OF OWNERS PERSONNEL AS PER SECTION-12, PART-II, TECHNICAL

100% (Hundred Percent) of payment shall be released on completion of training based on the actual number of personnel deployed for training.

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14.3.6 INLAND TRANSPORTATION

All Equipment/materials (excluding Spares and Consumables for 120 months O&M services)

100% (Hundred Percent) of Local Transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) for the plant and equipment shall be paid to the Contractor pro-rata to the value of the equipment/commissioning spares received at site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation.

14.3.7 **FOR SPARES (IMPORTED/INDIGENOUS), CATALYSTS, CHEMICALS, LUBRICANTS, ADSORBENTS**

Against Receipt of Material at Site

100% (Hundred percent) along with all applicable taxes and duties of imported material/spares plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 100% (Hundred percent) along with all applicable taxes and duties of indigenous materials/spares and other Charges for relative materials as indicated in the Bill(s) of Materials on submission of:

IMPORTED MATERIALS

- Signed invoice(s)
- 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies
- Certificate of country of origin issued by a competent authority
- Packing list
- Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- 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
- Insurance Certificate
- Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- Certificate of Verification and Good Condition after receipt of material at site by Owner.
- Any other documents(s) as and if required in terms of the Contract

INDIGENOUS MATERIALS

- Signed Invoice(s)
- Packing list.
- Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy

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- 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
- g) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- h) Certificate of Verification and Good Condition after receipt of material at site by Owner.
- i) Any other documents(s) as and if required in terms of the Contract

14.4 All payments other than the Mobilization Advance shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

14.5 All invoices shall be submitted in quadruplicate to PROJECT MANAGER by the Bidder. The payment shall be released within 30 days of submission of invoice.

14.6 Payment of customs duties:

Owner now agrees to make payment of customs duty within one month of submission of documentary evidence towards payment of customs duty along with all relevant supporting documents specified in ITB. However such payment will be restricted to only one payment per month subject to monthly cash flow submitted by Bidder.

14.7 Foreign suppliers should ensure submission of Tax Residency Certificate (TRC), Online Form 10F and permanent Establishment (PE) information within specified time of the relevant Financial Year to which Payment pertains. Further, no interest charges for delay in payments, if any, shall be payable by purchaser

14.8 PAYMENT SECURITY - LETTER OF CREDIT (L/C)

14.8.1 For payments other than Mobilization Advance through L/C

The OWNER will establish an irrevocable at-sight revolving Letter of Credit (L/C) in favour of the CONTRACTOR through the OWNER's Bank in India for payments due against foreign Supplies and Services of foreign origin covered under CONTRACT, as per Terms of Payment subject to condition that the Contract Agreements has been signed between the Parties.

The value of L/C shall be automatically and immediately revolved/reinstated at the time of each payment. The cumulative withdrawal under such L/C shall be limited to the value as determined by monthly payment schedule. The revolving amount of such L/C will be mutually determined as per the approved payment schedule based on monthly payment schedule. The other terms of L/C and also the timing shall be mutually discussed and agreed to between OWNER and CONTRACTOR.



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14.8.2 The bank charges relating to such Letter of Credit outside India, if any shall be to CONTRACTOR's account, while the charges payable to bankers in India shall be to Owner account. If the CONTRACTOR wants confirmed Letter of Credit, the confirmation charges for the same will be to CONTRACTOR's account.

14.8.3 Any discrepancy in shipping documents/ negotiated documents would be the responsibility of the Supplier and bank charges thereon will be borne by Contractor.

15.0 BILLING SCHEDULE

The CONTRACTOR shall provide a billing schedule based on agreed payment terms and monthly payment schedule within 30 days from the effective date of CONTRACT for APPROVAL by the OWNER.

The Billing Schedule shall consist of the following Heads:

1.0	SUPPLIES (Break-up in line with the Material Control Index-MCI)
a.	Total of Supplies (excluding Spares, Chemicals, Lubricants and consumables etc)
d.	Others
2.0	SERVICES
a.	Basic Engineering (Break-up In line with the Document Control Index-DCI)
b.	Detailed Engineering (Break-up In line with the Document Control Index-DCI)
c.	Installation
d.	Erection
e.	Commissioning
f.	PGTR
g.	Insurance
h.	Others
3.0	Civil And Structural Works
4.0	Transportation Charges
5.0	Training of Owner's Personnel
6.0	6 Months supervisory O&M assistance after GTR

The CONTRACTOR shall raise "Tax Invoices" on the OWNER against the applicable GST, as the case may be to enable OWNER to reimburse the same

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Similarly, in case of imports, the import duty paid shall have to be indicated separately in the invoice, duly supported by all the necessary documents, so as to enable the OWNER to reimburse the same.

The Bill of Entry shall have to be filed by the CONTRACTOR within the stipulated time with the appropriate authorities.

Note:

1. Spares for Start-up/ Commissioning and Mandatory Spares/Insurance Spares are in CONTRACTOR's scope of supplies and are to be included in the quoted TOTAL CONTRACT PRICE.
2. It will be the responsibility of the contractor to include prices of all materials/equipments/Services/Civil & Structural Works required for completion of work as per the CONTRACT.
3. The total price payable under the CONTRACT shall be restricted to TOTAL CONTRACT PRICE.
4. The Civil & Structural Works shall include but not limited to the Price of Piling, Equipment Foundation, Buildings, Structural Works, etc.
5. **Total price of SUPPLIES shall not exceed 60% of the TOTAL CONTRACT PRICE.** The SUPPLIES shall include but not limited to the Price of all materials complete in all respect including spares & consumables etc. upto PRILIMINARY ACCEPTANCE. In case the price for SUPPLY OF MATERIALS component exceed the above mentioned limit, then such additional amount shall be payable to the contractor after Mechanical Completion.
6. **Total price of 'Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering' not exceed 10% of the TOTAL CONTRACT PRICE.** The supply of Services shall include but not limited to the Price of all services complete in all respect including Basic Engineering, Detailed Engineering, installation/Erection Services including site fabrication, Transportation, Insurance, Pre- Commissioning, Commissioning, Performance Guarantee Test Run (PGTR), etc. In case the price for 'Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering' component exceed the above mentioned limit, then such additional amount shall be payable to the contractor after Mechanical Completion.

16.0 DELETED

17.0 DEFECT LIABILITY PERIOD AND LIABILITY FOR DEFECTS

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- 17.1 The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE OR from taking over as per Additional provision of PAC, Clause 23.0 of SCC.

If at any time before the PRELIMINARY ACCEPTANCE or during the DEFECTS LIABILITY PERIOD stated below, the PROJECT MANAGER:

- (a) Claim that any matter is a DEFECT; and
- (b) as soon as reasonably practicable gives to the CONTRACTOR notice of the particulars of the DEFECT; the CONTRACTOR shall as soon as reasonably predictable make good the DEFECTS so notified and the OWNER shall so far as may be necessary place the PLANT at the CONTRACTOR's disposal for this purpose. The CONTRACTOR shall, if so required by the PROJECT MANAGER, submit his proposals for making good any DEFECT to the PROJECT MANAGER for his approval.

- 17.2 If any DEFECT arises from any breach of the CONTRACT by the CONTRACTOR the CONTRACTOR shall bear his own cost of making good the DEFECT. In the case of any other matter made good by the CONTRACTOR, the work done by the CONTRACTOR shall be the subject of CHANGE ORDER.

- 17.3 The performance guarantees are demonstrated only through the performance tests carried out before the achievement of the PRELIMINARY ACCEPTANCE CERTIFICATE.

CONTRACTOR shall carry out further test(s) on the repaired/replaced item during the DEFECT LIABILITY PERIOD having the sole purpose to verify that said item is capable of working in compliance with contractual requirements. Such test(s) shall not be intended as a repetition of the performance tests already performed.

If DEFECT is made good after the issue of a PRELIMINARY ACCEPTANCE CERTIFICATE the PROJECT MANAGER may require the CONTRACTOR to repeat any appropriate performance test for the purpose of establishing that the DEFECT has been made good. The CONTRACTOR shall be responsible for the cost of any repeat inspection or test in the event of an inspection or test failure.

- 17.4 If in the course of making good any DEFECT which arises during the DEFECTS LIABILITIES PERIOD and CONTRACTOR repairs, replaces or renew any part of the PLANT, this Clause 17 shall apply to the repair or to that part of the PLANT so replaced or renewed and shall further apply until the expiry of a period of 12 months from the date of such repair, replacement or renewal (the extended DEFECTS LIABILITY PERIOD). However, extended DEFECTS LIABILITY PERIOD shall have an upper limit of 24 months for extended DEFECTS LIABILITY PERIOD, starting from the Preliminary Acceptance.

In case of DLP of 12 months starts from taking over as per Additional provision of PAC, Clause 23.0 of SCC, then equipment so repair, replacement or renewal during this period, the extended DLP shall have upper limit upto DLP of the Plant.

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17.5 If the CONTRACTOR does not make good with a reasonable time any DEFECT which he is liable to make good under Sub-Clause 17.1 then the OWNER may, in addition to any other remedies or relief available to him under the CONTACT, proceed to do the work, provided that the OWNER gives at least fourteen DAYS notice of his intention.

17.6 If the OWNER reasonably requires that any DEFECT notified to the CONTRACTOR under Sub-clause 17.1 which arises during the DEFECT LIABILITY PERIOD be made good urgently and the CONTRACTOR is unable or refuses to comply within a reasonable time, the OWNER may, in addition to any other remedies or relief available to him under the CONTRACT, proceed to do the work in such a manner as the PROJECT MANAGER may decide, including the employment of a third party.

17.7 If the OWNER has made good a DEFECT in accordance with Sub-clause 17.5 or 17.6, the CONTRACTOR shall reimburse the OWNER his reasonable cost of so doing provided that the OWNER gives a notice to the CONTRACTOR of his intention and submits a claim supported by DOCUMENTS. The PROJECT MANAGER and the CONTRACTOR may agree the amount to be paid by the CONTRACTOR, or in the absence of agreement the PROJECT MANAGER shall decide such amount as may be reasonable. Such amount shall be:

a) deducted from any money that would otherwise be payable under the CONTRACT; or

b) paid by the CONTRACTOR to the OWNER

17.8 If the PLANT cannot be used because of a DEFECT to which this Clause 17 applies, the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD, shall be extended by a period equal to the period during which it cannot be used. Similarly the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD shall be extended by any period wherein the PLANT cannot be used by reason of the CONTRACTOR putting the PLANT into such condition that it passes any relevant performance test or attempting to do so.

18.0 PERFORMANCE TESTS

18.1 The performance tests to be carried out on the PLANT shall be as specified in Part-II, Technical, Section -8.0 of NIT.

18.2 The performance test shall be carried out by the CONTRACTOR in the presence of OWNER/PMC.

The CONTRACTOR shall give a notice to the PROJECT MANAGER/OWNER about his readiness to carry out the performance tests, including a proposal for the time at which the tests would commence. The CONTRACTOR shall then confirm, at least fifteen (15) DAYS before the commencement of the performance tests.

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18.3 Every performance test shall be carried out to completion unless the PROJECT MANAGER or the CONTRACTOR shall order it to be stopped because its continuance would be unsafe or unacceptable to either party.

18.4 If PGTR fails due to any reason, CONTRACTOR has to make necessary adjustments and modifications and take all remedial measures at his own cost and demonstrate PGTR.

The OWNER shall permit to CONTRACTOR to make adjustments and modifications to any part of the Plant before the repetition of any performance test.

The CONTRACTOR shall submit details of the adjustments and modifications which he proposes to make.

18.5 If any performance test is stopped before its completion, due to reasons attributable to OWNER, such test shall be repeated as soon as practicable thereafter. However, the OWNER shall have the option to operate the plant in accordance with the Operating Manuals provided by CONTRACTOR, whereupon care and custody of the PLANT shall pass on to the OWNER and DEFECT LIABILITY PERIOD shall start. The OWNER shall exercise the option to allow CONTRACTOR to carry out the Performance Tests with grant of extension of time by such number of days of deferment. Such deferment shall not exceed more than 90 days. In case the deferment exceeds 90 days, the Owner shall reimburse the additional cost of remobilisation incurred due to such deferment. However, the outer limit of such deferment shall be 12 months from COMMISSIONING and the provisions of Clause 16 of SCC shall apply thereafter. If the PLANT fails to pass any performance test, such test shall, subject to Sub-clause 18.7, be repeated as soon as practicable thereafter. The OWNER shall permit to CONTRACTOR to make adjustments and modifications to any part of the Plant before the repetition of any performance test and shall, if the CONTRACTOR reasonably requires, shut down any part of the PLANT for such purpose and restart it after completion of the adjustments and modifications, which shall be made by the CONTRACTOR with all reasonable speed.

The timing of such shutdown shall be agreed between the CONTRACTOR and the PROJECT MANAGER, provided that if any or both i.e. the timing of shutdown or repetition of Performance Test, is required to be deferred, the agreed period of Performance Test Period shall be accordingly extended.

The CONTRACTOR shall, if so required by the PROJECT MANAGER, submit to the PROJECT MANAGER for his information details of the adjustments and modifications which he proposes to make.

The CONTRACTOR shall make such adjustment and modifications at his own cost.

18.6 The result of the performance tests shall be compiled by the CONTRACTOR and to be submitted to OWNER/PMC for evaluation.

18.7 If the PLANT passes performance tests towards meeting all Performance Guarantees specified at Part-II, Technical, Section -8.0 of NIT, but does not pass the performance test

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towards meeting Works Guaranteed cost for reasons which are the responsibility of the CONTRACTOR, then

- i) If, the results of the performance tests towards meeting Guaranteed Works Cost are within the limits for the application of MUTUALLY AGREED DAMAGES, CONTRACTOR shall at its option either:

- (a) may carry out remedial measures necessary to attain the Guaranteed Works Cost and repeat the performance test; or
- (b) pay the applicable MUTUALLY AGREED DAMAGES in terms of clause 20 of SCC.

Upon payment or allowance of such sum the CONTRACTOR shall become entitled to PRELIMINARY ACCEPTANCE CERTIFICATE which shall inter alia state that applicable MUTUALLY AGREED DAMAGES have been paid in respect of shortfall in performance and CONTRACTOR shall be released from all liability with respect to PGTR.

Further, in case of a) above, the CONTRACTOR will be allowed only one more chance to pass the performance test towards meeting Guarantee Works Cost.

- ii) If the results of the performance tests towards Guaranteed Works Cost are outside the limits for application of MUTUALLY AGREED DAMAGES specified in the CONTRACT, OWNER may at his option:

- a) instruct the CONTRACTOR to investigate or to co-operate with the PROJECT MANAGER or others in the investigation of the reasons in its WORK for the shortfall in the performance;
 - b) instruct the CONTRACTOR to propose remedial measure and work necessary to correct the shortfall whether as the result of any such investigation or not;
- and/or
- c) Recommend the CONTRACTOR to carry out, at CONTRACTOR'S option, whatever remedial measures and work within its scope of WORK may be necessary to correct the shortfall.

Thereafter the PROJECT MANAGER or CONTRACTOR may require that the PERFORMANCE GUARANTEE TEST RUN be repeated, the result of which shall be subject to this Sub-clause 18.7 (i).

The CONTRACTOR shall bear his own cost of work undertaken in accordance with (a), (b) or (c) above.

- iii. After 3 (three) failed Performance Tests as specified at Technical, Section-8.0 of NIT for reasons attributable to the CONTRACTOR, the OWNER shall have right to

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proceed with the encashment of Contract Security Cum Performance Guarantee and other provisions also take all action as per Clause 34 of GCC shall further apply.

19.0 FINAL ACCEPTANCE CERTIFICATE

19.1 Subject to Sub-clause 17.8, 19.2 and 19.3, as soon as DEFECT LIABILITIES PERIOD for the PLANT has expired or the CONTRACTOR has made good all DEFECTS that have within such period appeared in the PLANT or a Section in accordance with Clause 17 (Liability for Defects), whichever is later, the PROJECT MANAGER shall issue a certificate (a 'FINAL ACCEPTANCE CERTIFICATE') to the CONTRACTOR stating that the PLANT or Section and any related work have finally been completed and the date of that completion

19.2 If Sub-clause 17.4 continues to apply to any part of the PLANT, the PROJECT MANAGER shall as soon as Sub-clause 19.1 is otherwise satisfied, issue a FINAL ACCEPTANCE CERTIFICATE for the remainder of the PLANT or Section in which the repair or part is included, provided that such repair or part is then free from DEFECTS which the CONTRACTOR is bound to make under Clause 17. Such repair or part shall then be treated as if it were a separate Section and shall be the subject of separate FINAL ACCEPTANCE CERTIFICATE.

19.3 The FINAL ACCEPTANCE CERTIFICATE shall constitute conclusive evidence for all purposes and in any proceedings whatsoever between the OWNER and the CONTRACTOR that the CONTRACTOR has completed that part of the PLANT and made good all DEFECTS therein in all respects in accordance with his obligations under the CONTRACT.

Where there is more than one FINAL ACCEPTANCE CERTIFICATE the last to be issued shall be identified as being the last FINAL ACCEPTANCE CERTIFICATE.

No FINAL ACCEPTANCE CERTIFICATE shall be conclusive as stated above if it or any other FINAL ACCEPTANCE CERTIFICATE was issued in reliance upon any fraudulent act, misrepresentation or concealment.

20.0 MUTUALLY AGREED DAMAGES (MAD)

20.1 For Delay in Completion

20.1.1 The CONTRACTOR agrees that the work shall be commenced and carried on at such points, and in the order of precedence and at such times and seasons as may be directed by the OWNER in accordance with the schedule for the completion of work as outlined in the CONTRACT. The CONTRACTOR declares that he has familiarised himself with the site and rights of way, ground conditions, with all the local conditions, and with all the circumstances which may or are likely to affect the performance and completion of the work and that he has allowed for such conditions in the preparation of this schedule. The progress of work shall be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of the CONTRACT.

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20.1.2 However, it is not incumbent upon the PROJECT MANAGER to notify the CONTRACTOR when to begin or to cease or to resume work, nor to give early notice of the rejection of a faulty work, nor in any way to superintend so as to relieve the CONTRACTOR of responsibility of any consequence of neglect or carelessness by him or his subordinates.

20.1.3 Without prejudice to anything contained in the CONTRACT, the time stipulated in the CONTRACT for the execution and completion of the works shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to attain the PRELIMINARY ACCEPTANCE as per the CONTRACT within the GUARANTEED COMPLETION DATE due to the reasons for which CONTRACTOR is liable under CONTRACT then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5 % of the TOTAL CONTRACT PRICE (excluding taxes and duties) per week of delay or part thereof subject to a maximum of 5% of the TOTAL CONTRACT PRICE (excluding taxes and duties). The OWNER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of the WORKS without levy of MAD (MUTUALLY AGREED DAMAGES), this clause will be applicable after expiry of such extended period. GST at the prevailing rate, if applicable on MUTUALLY AGREED DAMAGES shall be recovered extra from the CONTRACTOR on the amount of such MUTUALLY AGREED DAMAGES levied as per the Contractual terms.

OWNER shall raise separate Tax Invoice for recovery of MAD along with applicable GST.

MUTUALLY AGREED DAMAGES represent, without prejudice to the respect of the contractual obligation under the CONTRACT by CONTRACTOR, the sole and exclusive remedy of OWNER for such delay.

20.2 **For Failing to Meet Works Cost Guarantee**

CONTRACTOR shall guarantee overall consumption/Generation of Raw Material and Utilities so as to guarantee the works cost for all the facilities provided by the CONTRACTOR as detailed in Part-II, Technical: Section-8.0.

In the event works cost is more than 100% but upto 102.5% of the Guaranteed Works Cost then the CONTRACTOR will pay OWNER MUTUALLY AGREED DAMAGES as specified hereunder.

For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay MUTUALLY AGREED DAMAGES equal to 1.0% of the TOTAL CONTRACT PRICE (excluding taxes and duties).

If the Guaranteed Works cost as demonstrated during the performance test is more than 102.5% of the Guaranteed Works Cost then CONTRACTOR shall take corrective action irrespective of the cost involved. In case the Guaranteed Works Cost is more than 102.5%



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even after taking the corrective action, the same shall be considered as breach of Contract.

21.0 OVERALL CEILING ON TOTAL LIABILITY

21.1 The Maximum Overall Liability under the CONTRACT on account of (a) Delay in execution of project (b) CONTRACTOR failing to meet the Guaranteed Works Cost up to 102.5 %, (c) Termination of CONTRACT (d) Carrying out balance work at the risk and cost of the CONTRACTOR, re-engineering, make good, mechanical warranty (e) Patent infringement and (f) any other liabilities (if any) defined in the NIT shall be capped to 100% of the TOTAL CONTRACT PRICE.

21.2 Except for criminal negligence or wilful misconduct, the CONTRACTOR shall not be liable to the OWNER, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the CONTRACTOR to pay liabilities to the OWNER, as defined in clause 21.1 above.

22.0 COMPLETION PERIOD

22.1 Bidder shall be required to complete the WORK under the CONTRACT so as to achieve the Guaranteed Completion Date in accordance with the following milestones:

a) Mechanical Completion	42 Months from Effective Date of Contract
b) Preliminary Acceptance	48 Months from Effective Date of Contract

The "Effective Date of Contract" shall be the date of issuance of FOA (FAX OF ACCEPTANCE) by the Owner

23.0 ADDITIONAL PROVISIONS FOR PAC

It is envisaged that the PLANT will be commissioned and PERFORMANCE AND GUARANTEE TESTS RUN (PGTR) will be done within contractual Completion period.

In case, COMMISSIONING and/or conductance of PGTR of the PLANT is delayed by 4 months from MECHANICAL COMPLETION due to the reasons not attributable to CONTRACTOR then following provisions shall apply:

1.0 If the Commissioning and PERFORMANCE AND GUARANTEE TESTS RUN (PGTR) of the PLANT cannot be undertaken within 4 months from MECHANICAL COMPLETION, the CONTRACTOR, in consultation with the OWNER, may demobilise some and/or all of its personnel brought to or retained at the site until successful completion of PGTR of the PLANT.

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The OWNER shall reimburse the re-mobilisation and/or watch, ward, maintenance and preservation of PLANT and/or retention of man-power to the CONTRACTOR, as applicable, as per actual expense incurred by CONTRACTOR plus 10% overheads.

- 2.0 If the Commissioning and PERFORMANCE AND GUARANTEE TESTS RUN (PGTR) of the PLANT cannot be undertaken even after 12 months from MECHANICAL COMPLETION, the OWNER and the CONTRACTOR shall work out the modalities for the takeover of the PLANT by the OWNER without prejudice to the CONTRACTOR's obligation. In such case, 3% of the Total Contract Price shall be retained on account of Commissioning, and/or Sustained Load Test and/or conductance of PGTR and/or training of OWNER's personnel in PLANT. Payment against PRELIMINARY ACCEPTANCE less the aforesaid retention amount shall be released against submission of equivalent amount of Bank Guarantee(s) by the CONTRACTOR. The validity of such Bank Guarantee(s) shall be 12 months / upto DEFECT LIABILITY PERIOD from date of issuance of BG.

In case, COMMISSIONING and/or conductance of PGTR of the PLANT is delayed beyond 12 months from MECHANICAL COMPLETION due to the reasons not attributable to the CONTRACTOR, the DEFECT LIABILITY PERIOD of 12 (twelve) months shall begin with the takingover of the plant. Accordingly, the CS cum PBG shall be extended as per Clause 8.0 of GCC.

The insurance charges shall be paid as per actual (on submission of documentary evidence), including the additional amount as specified under Clause 1.0 above, till successful completion of PGTR, beyond 12 months from MECHANICAL COMPLETION.

- 3.0 If the Commissioning and PERFORMANCE AND GUARANTEE TESTS RUN (PGTR) of the PLANT cannot be undertaken even after 24 months from MECHANICAL COMPLETION, the amount retained on account of Commissioning, and/or Sustained Load Test and/or conductance of PGTR and/or training of OWNER's personnel in PLANT plus amount due against final bill shall be released. Aforesaid Payment shall be released against submission of equivalent amount of Bank Guarantee(s) by the CONTRACTOR. The validity of such Bank Guarantee(s) shall be initially 6 months from the date of issuance and shall be extended, in steps of 6 (six) months each, as per mutual agreement between OWNER and CONTRACTOR.

The BG maintenance charges shall be paid as per actual (on submission of documentary evidence), including the additional amount as specified under Clause 1.0 above, till successful completion of PGTR, beyond 24 months from MECHANICAL COMPLETION.

The existing BG(s) shall be released to the CONTRACTOR, apart from the BG mentioned at Clause 3.0 above.

After completion of DEFECT LIABILITY PERIOD, OWNER shall arrange the insurance for the PLANT.

- 4.0 After Takingover of the plant, on performance of the PGTR by the CONTRACTOR, if the Guaranteed Parameters are not achieved, then the CONTRACTOR shall furnish the

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modalities for corrective action to be implemented for achievement of desired guaranteed parameters. The cost incurred in implementing the corrective measures for achieving the desired guaranteed parameters shall be borne by the OWNER.

Notes for Clause 1.0, 2.0, and 3.0 above:

- a) CONTRACTOR will provide documentary evidence e.g. PO copy, Invoices etc. for the actual expenses including necessary supporting documents. The actual expenses being reimbursed to CONTRACTOR shall be certified by PROJECT MANAGER /Site In-charge of OWNER.
- b) As and when the PLANT is ready to be commissioned, the OWNER shall give the CONTRACTOR notice for Commissioning and PGTR of the PLANT and CONTRACTOR shall completely remobilize for Commissioning and PGTR within 30 days of notice.
- c) If required, for performance of the PGTR by the CONTRACTOR, the CONTRACTOR shall submit the correction curves and/or ageing criteria, as applicable, before start of PGTR.
- d) CONTRACTOR shall not be absolved from his obligations of carrying out the remaining activities including Commissioning and PERFORMANCE AND GUARANTEE TESTS RUN (PGTR).

Signature Not Verified

Digitally signed by MAHATAB ALAM
Date: 2025.10.10 16:24:03 IST
Location: eProcure-EPROC