or scheme is fully or partially funded by the Government of India including Universal Service Obligation Fund (USOF) projects.

5. In terms of clauses 2, 3 and 11 of PPP-MMI Order, the Department of Telecommunications has prepared a list of telecom products, services and works for their purchase preference from local suppliers for public procurement. The list of telecom products, services and works along with their Preference to Make in India (PMI) and their Local Content (LC) is in **Table-A.** The local supplier has to manufacture equipment from component level in India and also develop local vendors for procurement of raw materials, components and parts for increasing local content. The Department has identified conditions for the inputs to be qualified as Local Content and maximum ceiling for design as LC out of total LC which are in **Table-B** and **Table-C** respectively.

6. In terms of clauses 3(a) and 11 of the PPP-MII Order, it is declared that list of telecom product, services and works in **Table-A** have sufficient local capacity and local competition. It is hereby notified that the procuring entities will procure a minimum percentage as indicated under Preference to Make in India (PMI) of their telecom products, services or works requirements fulfilling Local Content (LC) criterion prescribed against each item as in **Table A**.

7. Clause 14 (a) of PPP-MII Order regarding powers to reduce the minimum local content below the prescribed level stands withdrawn from Ministries/Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies. This power vests only with Standing Committee as constituted under clause 16 of PPP-MII Order.

8. In terms of clause 9(a) of PPP-MII Order, the local supplier at the time of tender, bidding or solicitation shall provide self-certification in **Form-1** specifying that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

9. Each identified products, services or works as in **Table-A** shall comply with the latest TEC GR/IR, if such GR/IR have been issued. The procuring entity may ensure that prior experience clause is not too restrictive to exclude all local suppliers of telecom product, services or works. All Procurement Officers may be required to certify compliance of this order before uploading tenders on Central Public Procurement Portal (CPPP). Disciplinary action will be taken against erring officers who insert restrictive tender conditions against local suppliers with a malafide intent or otherwise flout the provisions of PPP-MII Order.

10. For compliance of GR/IR or any national standard, certification from Indian bodies i.e. TEC/TSEC, STQC, BIS or any accredited lab by them, is a mandatory requirement to be submitted by the bidder. For any telecom product, service and work as in **Table-**A, the procuring entity should not specify to bidder to mandatory qualify any foreign eligibility specifications or certification(s) issued by any foreign testing/security lab(s).

11. In case a complaint is received by the procuring entity or the concerned Ministry/Department against the claim of a bidder regarding local content in telecom products, services or works or in case of a question whether an item being procured is a telecom product, service or work to be covered under the notification or any doubt in respect of telecom products, services or works, reference shall be made to Telecommunications Engineering Centre (TEC), Department of Telecommunications or technical auditor as accredited by the Telecommunications Engineering Centre (TEC), Department of Telecommunications), New Delhi.

12. In terms of clause 9(d) of PPP-MII Order, the following Committee is constituted for complaints and independent verification of self-declarations and auditor's/accountant's certificates on random basis:

i.	DDG(TC), TEC, New Delhi	-Chairperson
ii.	Director (Technical), C-DOT	- Member
iii.	Any other member(s) as co-opted by the chairperson	- Member
iv.	DG, TEPC	- Member
v.	Director (Finance), DoT	- Member
vi.	Director, TEC	- Convener

13. In case a complaint is received by the procuring entity or the concerned Ministry/Department against the claim of a bidder regarding Local Content (LC) in a locally supplied telecom product, services or works, the same shall be referred to the Committee as in para 12 above. The Committee should dispose of the complaint within 4 weeks, as far as possible, from the date of receipt of complaint along with all necessary documentation in support of Local Content claimed by the bidder.

14. In terms of clause 9 (e) of PPP-MII Order, it is hereby notified that there will be a minimum complaint fee of ₹ 2 Lakh or 1% of the value of the locally supplied telecom products, services or works being procured (subject to a maximum of ₹ 5 Lakh), whichever is higher, to be paid by Demand Draft or online, and to be deposited with Telecommunications Engineering Centre (TEC), as the case may be, or with any other third party testing laboratories or technical auditors accredited by TEC along with the complaint by the complainant. In case, the complaint

is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld in part or full, deposited fee of the complainant will be refunded without any interest.

15. The Department of Telecommunications shall be the nodal Department to monitor the implementation of this notification for telecom products, services and works. For vetting the restrictive and discriminating terms and conditions against domestic manufactures of telecom products, services and works, a Committee is constituted with the following composition:

i)	JS (T)	Chairperson
ii)	DDG(IC)	Vice-Chairperson
iii)	One representative of TEC	Member
iv)	One representative of C-DOT	Member
v)	Director (IP)	Member Secretary

16. The Notification comes into effect immediately and shall remain valid till revised.

****

Table –A
List of Telecom Products, Services and Works with PMI and LC

Sl. No.	Telecom Products, Services and Works	Year 2018-19		Year 2019-20 onwards	
		PMI	LC	PMI	LC
1.	Encryption/UTM platforms (TDM and IP)	100	65	100	65
2.	IP/MPLS Core routers/ Edge/ Enterprise Router	50	55	50	60
3.	Managed Leased line Network equipment	50	55	50	60
4.	Ethernet Switches (L2 and L3), Hubs	50	55	50	60
5.	IP based Soft Switches, IMS, Unified Communication Systems	100	55	100	60
6.	Wireless/Wireline PABXs / IP PBX & / Media Gateways	100	65	100	65
7.	CPE (including Wi-Fi Access points and Routers, Media Converters), 2G/3G/4G/LTE Modems, Leased-line Modems, NFV/SDN CPE	100	45	100	50
8.	Set-Top Boxes	50	50	50	55
9.	SDH/Carrier-Ethernet/MPLS- TP/ Packet Optical Transport equipment/ PTN/ OTN systems	100	65	100	65
10.	DWDM/CWDM systems	50	55	50	60
11.	GPON / XGS-PON, NG-PON2 equipment (including ONT and OLT)	100	55	100	60
12.	Optical/SDH/PDH Cross Connects/ OTN Cross-connects and optical MUX,OADM	100	55	100	60
13.	Small size 2 G/3 G GSM based Base Station Systems, with its various derivatives including rural & disaster response, Macro & Micro BTS, Small Cells, NIB, C-RAN BBU and RRH	100	55	100	60
14.	2 G/3 G GSM based Base Station Systems, with its various derivatives including rural & disaster response, Macro & Micro BTS, Small Cells, NIB, C-RAN BBU and RRH	50	55	50	60
15.	Small Size LTE/LTE-R Based Mobile Systems, with its various derivatives including rural & disaster communications, Macro & Micro eNodeB, Small Cells, EPC, NIB C-RAN BBU and RRH ,LTE/LTE-R/4.5 G/ 5 G based broadband wireless access systems (eNodeB, gNB, EPC, etc.)	50	55	50	60
16.	LTE/LTE-R Based Mobile Systems, with its various derivatives including rural & disaster communications, Macro & Micro eNode B, Small Cells, EPC, NIB C-RAN BBU and RRH ,LTE/LTE-R/4.5 G/ 5 G based broadband wireless access systems (eNodeB, gNB, EPC, etc.)	50	45	50	50
17.	Wi-Fi based broadband wireless access systems (Including Access Point, Aggregation Block, Core Block), Integrated Broadband system	50	50	50	55

18.	Microwave Radio systems (IP/Hybrid), Mobile Front haul BBU and RRH (CPRI, eCPRI, FlexE, RoE, NGFI)	100	50	100	55
19.	Software Defined Radio, Cognitive Radio systems	50	50	50	55
20.	Repeaters (RF/RF-over-Optical), IBS, and Distributed Antenna system	100	55	100	60
21.	Satellite based systems –Hubs, VSAT Disaster Communication Systems etc.	50	35	50	40
22.	Copper access systems (DSL/DSLAM), high-speed xDSL (G.fast)	50	50	50	55
23.	Network Management systems (NMS) with its various derivatives	100	65	100	65
24.	Security and Surveillance Communication Systems (video and sensors based) including Perimeter Security Systems	100	35	100	40
25.	Optical Fiber	50	50	50	50
26.	Optical Fiber Cable	75	50	75	55
27.	Telecom Power System (Including Solar Power)	50	50	50	55
28.	Telecom Batteries (Lead Acid & Li-ion)	50	50	50	55
29.	IP audio phones / IP video Phones / Analog adaptor	50	35	50	40
30.	SDN Software Controllers, NVF and CNF software	50	50	50	55
31.	Telecom Cloud infrastructure, Telecom Data centers	50	35	50	40
32.	2 way Analog/Digital radio including Walkie-Talkie & Mobile Radio	50	50	50	55
33.	Batteries of 2 way Analog/Digital radio including Walkie-Talkie	50	40	50	45
34.	Fiber Monitoring System	50	50	50	55
35.	M2M/IOT Subsystems	50	50	50	55
36.	Telecom Services/Works	100	70	100	70

PMI =Minimum preference in % (of total quantity being procured) for Make in India Telecom Products, Services or Works as indicated against each financial year

LC = Minimum Local Content as a percentage of total Bill of Material (cost of production) to qualify as Make in India Telecom Products, Services or Works as indicated against each financial year

Table-B

Main Inputs /stages for manufacture of telecom products & conditions for the inputs to be qualified as Local Content

Main Inputs /stages for manufacture of telecom products *	Conditions for the inputs to be qualified as Local Content
1) Design (a) Hardware design (b) Software Design & Development	The maximum Local Content (LC) percentage for Design which can be claimed by a Local manufacturer for the telecom products based on in-house/in country R&D costs incurred/amortized to create IPR in India are as per **Table-C** subject to the condition that: (a) The Intellectual Property Right (IPR) resides in India for Hardware Design, (b) The Copyright is in India for the software Design & Development.
2) Components (a) Integrated chips (ICs) – Processor, Memory etc. (b) Active components – Transistors, Diodes etc. (c) Passive Components – Resistors, Capacitors, Inductors etc.	Manufactured in India
3) PCBs (a) PCB Fabrication (b) PCB population using components	Manufactured in India
4) Cables/Chassis etc. (a) Chassis (b) Cables (c) Racks (d) Heat sinks (e) Enclosures	Manufactured in India
5) RF Components/Subsystem (a) Duplexers/Filters (b) Antenna	Manufactured in India
6) Assembly/Integration/Testing#	The upper ceiling limit of Domestic Local Content (LC) for Assembly/ Integration/ Testing in respect of the telecom products listed in **Table-C** would be 10% of the total product Bill of Material (except S. No. 25,26 and 36)
* The product may include some/all of the input/stage as mentioned above. While calculating only those inputs/stages will be calculated which are involved in the manufacturing of these telecom products. # In case a system of its subsystem is merely assembled / integrated / tested, then actual Local Content shall be taken as up to 10% only of the cost of system / subsystem.	

Table-C

Maximum ceiling for Design as Local Content out of total LC for Telecom Equipment

Sl. No.	Telecom equipment Description	Maximum ceiling for Design as Local Content out of total LC
1	Encryption/UTM platforms (TDM and IP)	55
2	IP/MPLS Core routers/ Edge/ Enterprise Router	40
3	Managed Leased line Network equipment	40
4	Ethernet Switches (L2 and L3), Hubs	40
5	IP based Soft Switches, IMS, Unified Communication Systems	40
6	Wireless/Wireline PABXs / IP PBX & / Media Gateways	45
7	CPE (including Wi-Fi Access points and Routers, Media Converters), 2G/3G/4G/LTE Modems, Leased-line Modems, NFV/SDN CPE	30
8	Set-Top Boxes	35
9	SDH/Carrier-Ethernet/MPLS- TP/ Packet Optical Transport equipment/ PTN/ OTN systems	45
10	DWDM/CWDM systems	40
11	GPON / XGS-PON, NG-PON2 equipment (including ONT and OLT)	40
12	Optical/SDH/PDH Cross Connects/ OTN Cross-connects and optical MUX,OADM	40
13	Small size 2 G/3 G GSM based Base Station Systems, with its various derivatives including rural & disaster response, Macro & Micro BTS, Small Cells, NIB, C-RAN BBU and RRH	40
14	2 G/3 G GSM based Base Station Systems, with its various derivatives including rural & disaster response, Macro & Micro BTS, Small Cells, NIB, C-RAN BBU and RRH	40
15	Small Size LTE/LTE-R Based Mobile Systems, with its various derivatives including rural & disaster communications, Macro & Micro eNode B, Small Cells, EPC, NIB C-RAN BBU and RRH ,LTE/LTE-R/4.5 G/ 5 G based broadband wireless access systems (eNodeB, gNB, EPC, etc.)	40
16	LTE/LTE-R Based Mobile Systems, with its various derivatives including rural & disaster communications, Macro & Micro eNode B, Small Cells, EPC, NIB C-RAN BBU and RRH ,LTE/LTE-R/4.5 G/ 5 G based broadband wireless access systems (eNodeB, gNB, EPC, etc.)	35
17	Wi-Fi based broadband wireless access systems (Including Access Point, Aggregation Block, Core Block), Integrated Broadband system	35
18	Microwave Radio systems (IP/Hybrid), Mobile Front haul BBU and RRH (CPRI, eCPRI, FlexE, RoE, NGFI)	35
19	Software Defined Radio, Cognitive Radio systems	35
20	Repeaters (RF/RF-over-Optical), IBS, and Distributed Antenna system	40
21	Satellite based systems –Hubs, VSAT Disaster Communication Systems etc.	25

22	Copper access systems (DSL/DSLAM), high-speed xDSL (G.fast)	35
23	Network Management systems (NMS) with its various derivatives	50
24	Security and Surveillance Communication Systems (video and sensors based) including Perimeter Security Systems	30
25	Optical Fiber	NIL
26	Optical Fiber Cable	NIL
27	Telecom Power System (Including Solar Power)	30
28	Telecom Batteries (Lead Acid & Li-ion)	30
29	IP audio phones / IP video Phones / Analog adaptor	15
30	SDN Software Controllers, NVF and CNF software	15
31	Cloud infrastructure, Data centers	20
32	2 way Analog/Digital radio including Walkie-Talkie & Mobile Radio	30
33	Batteries of 2 way Analog/Digital radio including Walkie-Talkie	30
34	Fiber Monitoring System	35
35	M2M/IOT Subsystems	35
36	Telecom Services/Works	NIL

Form 1

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

_____ S/o, **D/o, W/o**_____, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: ..... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Telecom Product/Services/Works for which the certificate is produced
iv. Procuring agency to whom the certificate is furnished
v. Percentage of LC claimed
vi. Name and contact details of the unit of the manufacturer
vii. Sale Price of the product
viii. Ex-Factory Price of the product
ix. Freight, insurance and handling
x. Total Bill of Material
xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
xiii. List and cost of inputs which are imported, directly or indirectly

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. and date>

List of Acronyms used in the notification

Sl No.	Acronyms	Expansion
1.	2/3/4/4.5/5 G	Second/Third/Fourth/4.5/Fifth Generation
2.	BBU	Base Band Unit
3.	BIS	Bureau of Indian Standard
4.	BTS	Base Transceiver Station
5.	C-DoT	Centre for Development of Telematics
6.	CNF	Container /Cloud Network Function
7.	CPE	Customer Premise Equipment
8.	CPRI	Common Public Radio Interface
9.	C-RAN	Cloud/Centralized Radio Access Network
10.	CS	Central Scheme
11.	CSS	Central Sector Scheme
12.	CWDM	Coarse Wavelength Division Multiplexing
13.	DIPP	Department of Industrial Policy and Promotion
14.	DoT	Department of Telecommunications
15.	DSL	Digital Subscriber Line
16.	DSLAM	Digital Subscriber Line Access Multiplexer
17.	DWDM	Dense Wavelength Division Multiplexing
18.	eCPRI	e- Common Public Radio Interface
19.	e-node B	Evolved node B
20.	EPC	Evolved Pocket Core
21.	FlexE	Flexible Ethernet
22.	G. fast	ITU-T G series recommendations for Fast Access to Subscriber Terminals
23.	gNB	Next Generation Node B
24.	GPON	Gigabit Passive Optical Network
25.	GR	Generic Requirements
26.	GSM	Global System for Mobile
27.	IBS	Integrated Building System
28.	IC	Integrated Chip
29.	IMS	IP Multimedia Subsystem
30.	IOT	Internet of Things
31.	IP	Internet Protocol
32.	IPR	Intellectual Property Right
33.	IR	Interface Requirement
34.	L-2	Layer Two
35.	L-3	Layer Three
36.	LC	Local Content
37.	Li-ion	Lithium-ion
38.	LTE	Long Term Evolution
39.	LTE-R	Long Term Evolution-Railway
40.	M2M	Machine to Machine
41.	MPLS	Multiprotocol Label Switching
42.	MPLS-TP	Multiprotocol Label Switching-Transport Profile
43.	MUX	Multiplexer
44.	NFV	Network Function Virtualization
45.	NGFI	Next Generation Fronthaul Interfaces
46.	NG-PON2	Next Generation Gigabit Passive Optical Network 2
47.	NIB	Network in Box
48.	NMS	Network Management Software

49.	NVF	Network Virtual Function
50.	OADM	Optical Add-Drop Multiplexer
51.	OLT	Optical Line Terminal
52.	ONT	Optical Network Terminal
53.	OTN	Optical Transport Network
54.	PABX	Private Auto Branch Exchange
55.	PBX	Private Branch Exchange
56.	PCB	Printed Circuit Board
57.	PDH	Plesiochronous Digital Hierarchy
58.	PMA	Preferential Market Access
59.	PMI	Preference for Make in India
60.	PPP-MII	Public Procurement (Preference to Make in India)
61.	PTN	Packet Transport Network
62.	R&D	Research and Development
63.	RF	Radio Frequency
64.	RRH	Remote Radio Head
65.	SDH	Synchronous Digital Hierarchy
66.	SDN	Software Defined Network
67.	STQC	Standardisation Testing and Quality Certification
68.	TDM	Time Division Multiplexing
69.	TEC	Telecommunication Engineering Centre
70.	TEPC	Telecom Export Promotion Council
71.	TSEC	Technical Specification Evaluation Certificate
72.	USOF	Universal Service Obligation Fund
73.	UTM	Unified Threat Management
74.	VSAT	Very Small Aperture Terminal
75.	Wi-Fi	Wireless Fidelity
76.	XDSL	different variations of Digital Subscriber Line
77.	XGS-PON	10 Gigabit Symmetrical Passive Optical Network

(Amit Yadav)
Joint Secretary to the Government of India

Copy to:

1. All Ministries/ Departments of Government of India.
2. Cabinet Secretariat / PMO / NITI Aayog / Comptroller & Auditor General of India.
3. PS to Hon'ble Minister of Communications.
4. PPS to Secretary (Telecom)/Special Secretary (T)/Administrator, USOF.
5. PPS to Member (T)/Member(S)/Member (F)/Advisor (T)/Advisor (O).
6. Sr. DDG, TEC, Khurshid Lal Bhawan, New Delhi.
7. JS (A)/JS (T)/CVO/All DDsG.
8. All PSUs/Autonomous bodies under Department of Telecommunications.

(Amit Yadav)
Joint Secretary to the Government of India

APPENDIX IV TO ITB
(POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT)

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
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असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)

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इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 17 दिसम्बर, 2025

सा.का.नि. 904(अ).—घरेलू स्तर पर विनिर्मित पूर्ववर्ती लौह एवं इस्पात उत्पाद नीति के अधिक्रमण में, सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने के लिए संशोधित घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद नीति-2025 को आम सूचना के लिए एतदद्वारा 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 अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।

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1.2 यह नीति परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों की खरीद, परिशिष्ट ख में सूचीबद्ध पूंजीगत वस्तुओं की खरीद और परिशिष्ट ग में स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से प्रौद्योगिकी पर लागू होती है।

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** 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 (एसईजेड) शामिल हैं।

2.3 **घरेलू विनिर्माता** केंद्रीय माल और सेवा कर अधिनियम, 2017 की धारा 2(72) के अनुरूप एक विनिर्माता है।

2.4 **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}

2.5 **तैयार इस्पात** (फिनिश्ड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।

2.6 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।

2.7 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।

2.8 **स्वदेशी प्रौद्योगिकी:** किसी प्रौद्योगिकी को स्वदेशी प्रौद्योगिकी माना जाएगा यदि, इकाई की कम से कम 51% इक्विटी भारतीय निवासियों के पास हो और आईपीआर का स्वामित्व या सह-स्वामित्व किसी भारतीय इकाई के पास हो या विशेष रूप से उन्हें लाइसेंस प्राप्त हो तथा मुख्य इंजीनियरिंग अनुसंधान एवं विकास और परियोजना निष्पादन क्षमताएं भारत में हों।

2.9 **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।

2.10 **एमओएस** का आशय इस्पात मंत्रालय, भारत सरकार से है।

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 शामिल मदों के लिए 20% होगा।

2.12 **मेल्ट एंड पोर** को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात बनाने 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 (सीओएम) का उद्गम स्थल कहा जाता है। सीओएम वह मूल स्थान है जहाँ क्रूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। मेल्ट एंड पोर (सीओएम) का देश भारत होना चाहिए। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।

2.13 **निवल बिक्री मूल्य** इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।

2.14 **अर्ध-तैयार इस्पात** (सेमी-फिनिश्ड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूम्स और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।

3. अपवर्जन

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

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का विनिर्माण 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 नीति के कार्यान्वयन की निगरानी करना।

4.2.2 परिशिष्ट क, परिशिष्ट ख और परिशिष्ट ग में उल्लिखित लौह एवं इस्पात उत्पादों की सूची, घरेलू सामग्री आवश्यकता मानदंड और नीति निर्देशों की समीक्षा करना और उन्हें 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 दस्तावेज़ों के साथ प्रमाणित करना होगा।

4.4 बोली दस्तावेज़ 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 अधिप्राप्ति की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णत:/आंशिक रूप से वित्तपोषित किया जाता है।

5.2 यह नीति लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल (परिशिष्ट-ख) की खरीद के लिए सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/निकायों पर लागू होती है।

5.3 परिशिष्ट-ख में लौह एवं इस्पात उत्पादों के विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल की छूट संबंधी सूची शामिल है, जिन्हें आयात किया जा सकता है, तथा पैकेजों के लिए लागू न्यूनतम घरेलू सामग्री की आवश्यकता बताई गई है।

5.4 इस्पात विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल के लिए 20% की खरीद वरीयता लागू है। उदाहरण के लिए, यदि आयात योग्य पूंजीगत माल के लिए न्यूनतम बोलीदाता (एल1) कोई विदेशी

कंपनी है, जिसने उत्पाद पैकेज के लिए 100 करोड़ रुपये की कीमत लगाई है, तो नीति के तहत, समान पूंजीगत माल के घरेलू आपूर्तिकर्ता के लिए 20% की खरीद वरीयता लागू होगी।

5.5 परिशिष्ट-ग में इस्पात बनाने वाले सीपीएसई के लिए स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से खरीद करने के निर्देश और कार्यप्रणाली दी गई है।

5.6 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।

5.7 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।

5.8 यह नीति सरकार के मंत्रालय अथवा विभाग या उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता 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 विनिर्माताओं, बिक्री एजेंटो, अधिकृत वितरकों, अधिकृत डीलरों और अधिकृत आपूर्ति घरों सहित सभी बोलीदाता अपनी बोली के हिस्से के रूप में फॉर्म-1 जमा करेंगे, भले ही वे विनिर्माता हो या अन्य।

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 प्राधिकार 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 प्रैक्टिसिंग लागत लेखाकार या प्रैक्टिसिंग चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणन प्रस्तुत करेगा, जिसमें यह घोषणा की गई होगी 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, प्रतिबंधात्मक निविदा शर्तों के कारण, 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 वह उचित पारस्परिक कार्रवाई के लिए प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएगा।

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 शर्त 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 संज्ञान 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 करे।

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

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तारीख से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक पर 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।

अनुलग्नक-क

लौह एवं इस्पात उत्पादों की सूची जिनकी अधिप्राप्ति केवल घरेलू स्रोतों से की जा सकती है

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, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	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 (कोल्ड रिड्यूज्ड किया हुआ), क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	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, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7211	मेल्ट एंड पोर
5	600 मि.मी. से 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 वूंड 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 सेक्शन्स	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात का वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट 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 सेक्शन्स	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के वायर	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात के रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50% घरेलू मूल्यवर्धन
16	कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप	7303	50% घरेलू मूल्यवर्धन
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	50% घरेलू मूल्यवर्धन
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा	7305	50% घरेलू मूल्यवर्धन

	समान 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, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	50% घरेलू मूल्यवर्धन
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	50% घरेलू मूल्यवर्धन
21	स्टेनलैस स्टील का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट-रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील का वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रोड, हॉट-रोल्ड	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 ड्रील बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील 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	50% घरेलू मूल्यवर्धन
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	50% घरेलू मूल्यवर्धन
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	50% घरेलू मूल्यवर्धन
30	अधिकतक 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	50% घरेलू मूल्यवर्धन
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलीकृत गैस के लिए कन्टेनर	7311	50% घरेलू मूल्यवर्धन
32	लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	50% घरेलू मूल्यवर्धन
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स	7313	50% घरेलू मूल्यवर्धन

	किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर		
34	लौह अथवा इस्पात वायर का ग्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	50% घरेलू मूल्यवर्धन
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	50% घरेलू मूल्यवर्धन
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	50% घरेलू मूल्यवर्धन
37	लौह एवं इस्पात की वस्तुएं	7317	50% घरेलू मूल्यवर्धन
38	लौह एवं इस्पात की वस्तुएं	7318	50% घरेलू मूल्यवर्धन
39	लौह एवं इस्पात की वस्तुएं	7319	50% घरेलू मूल्यवर्धन
40	लौह अथवा इस्पात की स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	50% घरेलू मूल्यवर्धन
41	लौह अथवा इस्पात के स्टोव्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बॉयलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	50% घरेलू मूल्यवर्धन
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	50% घरेलू मूल्यवर्धन
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	50% घरेलू मूल्यवर्धन
44	लौह अथवा इस्पात के सेनेटरी वेयर और उसके पार्टस	7324	50% घरेलू मूल्यवर्धन
45	लौह अथवा इस्पात के अन्य कास्ट सामान	7325	50% घरेलू मूल्यवर्धन
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	50% घरेलू मूल्यवर्धन
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है	8605	50% घरेलू मूल्यवर्धन
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	50% घरेलू मूल्यवर्धन
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ज्ड किया हुआ पहिया और उसका हिस्सा	8607	50% घरेलू मूल्यवर्धन

परिशिष्ट- ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए आयात किए जा सकने वाले पूंजीगत माल (गैर-संपूर्ण) और पैकेज के लिए लागू न्यूनतम घरेलू सामग्री की सूची

क्र.सं.	संयंत्र/यूनिट पैकेज	पूंजीगत माल की न्यूनतम घरेलू सामग्री (%)	आयात योग्य वस्तुएँ
1	**खनन विकास के लिए उपस्कर** • क्रशिंग एवं स्क्रीनिंग संयंत्र • खनिज बेनिफिशियेशन (लौह अयस्क और कोयला) संयंत्र; (बाउंड्री लिमिट: क्रेशर हॉपर में आरओएम की प्राप्ति, विखंडन, पृथक्करण, अयस्क/कोयला प्रसंस्करण से लेकर अंतिम उत्पाद तैयार करना) • स्लाइम बेनिफिशियेशन • स्वचालित लोडिंग सुविधा • कन्वेयर प्रणाली	75%	• वेट हाई इंटेन्सिटी मैग्नेटिक सैपरेटर / हाई ग्रेडीअन्ट मैग्नेटिक सैपेरेटर • हैवी मीडिया साइक्लोन • जाइरेटरी क्रशर • स्पाइलर कंसंट्रेटर • ऑनलाइन ऐश एनालाइजर • बॉल/रॉड/एजी मिल (3.5मी व्यास से अधिक)
2	**खनन परिवहन** • स्लरी पाइपलाइन • लंबी दूरी की कन्वेयिंग प्रणाली	30%	• पीडी पंप • वॉल्व • विशिष्ट/रोप/पाइप कन्वेयर
3	**खदानों के लिए अन्य खनन मशीनरी और हैवी अर्थ मूविंग उपस्कर** (बाउंड्री लिमिट: ड्रिलिंग, रेजिंग, लैडिंग, हॉलेज और खदान तैयार करने के लिए उपस्कर)	लागू नहीं	• डम्पर (220 टन से अधिक पे लोड क्षमता), हाइड्रोलिक एक्सकेवेटर (9 क्यूबिक मीटर बकेट क्षमता से अधिक)
4	**पेलेट संयंत्र उपस्कर** (बाउंड्री लिमिट - फ्लक्स और बाइंडर के लिए ग्राउंड हॉपर प्राप्त करना, बेल्ट कन्वेयर उत्पाद पेलेट बेल्ट कन्वेयर को आईओएफ फीडिंग)	85%	• पैलेट कार, हाई इंटेंसिव मिक्सर, बॉलिंग डिस्क, वर्टिकल रोलर मिल, ड्राइव/डिस्चार्ज एंड स्प्रोकेट असेंबली, कर्व्ड रेल, स्लाइड रेल, सिंगल डेक रोलर स्क्रीन और डबल डेक रोलर स्क्रीन, इंड्यूरेशन मशीन ड्राइव असेंबली, लेवल-2 ऑटोमेशन

	लौह/इस्पात निर्माण		
5	**कच्चे माल की हैंडलिंग प्रणाली** (बाउंड्री लिमिट - वैगन टिपलर से संबंधित उपयोगकर्ता इकाइयों तक)	95%	• बैरल कप्लिंग, हेवी ड्यूटी बियेरिंग, क्रेन रेल लुब्रिकेशन प्रणाली, स्लियू रिंग बियरिंग्स, टोंग्स (विशेष), वाइब्रेशन आइसोलेशन प्रणाली (स्प्रिंग डैम्पर), हाइड्रॉलिक मोटर और हाइड्रॉलिक पंप (वैगन टिपलर, साइड आर्म चार्ज, स्टैकर सह रिक्लेमर, स्लियू स्टैकर में स्थापित) इलैक्ट्रॉनिक कार्ड, अनबैलेंस्ड मोटर, वैगन टिपलर का कैम लिमिट स्वीच।
6	**कोक ओवन बैटरी** (टॉप चार्ज और स्टैम्प चार्ज दोनों) (कोयला बंकर से कोक डिस्चार्ज बकेट तक)	90%	• एंकरेज सिस्टम के स्प्रिंग्स, सीओजी बूस्टर, स्टैम्पिंग ट्रेन, बॉन्डिंग प्रेस
7	**कोक ड्राई क्वेन्चिंग संयंत्र** (हॉट कोक प्राप्त करने वाली बेकट से कूलिंग चैम्बर के डिस्चार्ज श्यूट ढलान तक)	90%	• मिल फैन और मोटर, कूलिंग चैम्बर के ट्विन फ्लू के लिए विशेष रिफैक्ट्री
8	**उपोत्पाद संयंत्र** (प्राथमिक गैस कूलर से स्वच्छ कोक ओवन गैस के नेटवर्क तक)	90%	• एग्जॉस्टर और मोटर, क्लॉज किल्न का बर्नर, कैटलिस्ट, टेल गैस विश्लेषक, पैलेटाइजेशन इकाई
9	**सिंटर संयंत्र उपस्कर** (बाउंड्री लिमिट - उत्पाद सिंटर बिन के नीचे वाइब्रो-फीडर हेतु कच्चे माल के लिए रिसिविंग बिन)	75%	• हाई इन्टेन्सिव मिक्सर और ग्रैनुलेटर इकाई, पैलेट कार, ड्राइव स्प्रोकेट, सिंटर मशीन के गियर बॉक्स के साथ मुख्य ड्राइव, स्लाइड रेल और कर्व्ड रेल, हॉट सिंटर ब्रेकर और ग्रिज़ली, एनुलर डिप रेल कूलर, सिंटर प्लांट एग्जॉस्टर अनुप्रयोग के लिए एलसीआई ड्राइव सिस्टम • इगनिशन फर्नेस स्पेयर पार्ट्स (रिफैक्ट्री/नियंत्रण प्रणाल/बर्नर असेंबली) • इग्ज़ोस्टर (वेस्ट गैस फैन) और सिस्टम स्पेयर पार्ट्स

10	**ब्लास्ट फर्नेस उपस्कर** बाउंड्री लिमिट*:* **इनपुट*:*** • **कच्चा माल -** संबंधित सामग्री के बंकरों का ऊपरी भाग • **कोल्ड ब्लास्ट** - स्नॉर्ट वाल्व का इनलेट • **औद्योगिक जल** - बीएफ पंप हाउस **आउटपुट** • **हॉट मेटल -** टारपीडो लेडल में भरी जाती है • **ग्रेनुलेटिड स्लैग -** ग्रेनुलेटिड स्लैग यार्ड के लिए	70%	• बेल लेस टॉप गियर बॉक्स, ऊपरी सील डिवाइस जो ऊपरी सामग्री गेट और ऊपरी सील वाल्व को कवर करती है, निचली सील डिवाइस जो निचले सामग्री गेट और निचले सील वाल्व को कवर करती है, ब्लीडर वाल्व, टिलटिंग रॉकर, वियर लाइनर्स, गौगल वॉल्व, इक्वलाइजिंग एंड रीलीफ वॉल्व, श्यूट रोटेशन मोटर्स, डिस्ट्रीब्यूशन श्यूट, फीडर स्पाउट, श्यूट्स और फनल्स आदि। • हार्थ रिफ्रैक्टरी (कार्बन ब्लॉक) • टॉप रिकवरी टर्बाइन सिस्टम (टीआरटी) • क्यू-स्टेव्स • एसजीआई स्टेव्स • कास्ट हाउस उपस्कर (मड गन, ड्रिलिंग मशीन और मुख्य ट्रॉफ मैनिपुलेटर) • प्रोब, प्रोफाइलोमीटर और स्टॉक स्तर सूचक (रडार टाईप) • गैस सफाई संयंत्र (एजीएस प्रणाली) • स्टोव सिस्टम - सिरेमिक बर्नर और तकनीकी वाल्व • अपशिष्ट ऊष्मा पुनर्प्राप्ति प्रणाली • टर्बो ब्लोअर • बॉल मिल • पीसीआई इंजेक्शन सिस्टम • लेवल-II ऑटोमेशन • कॉपर प्लेट कूलर्स • ट्यूयेर कूलर्स • स्टोव टेकनोलॉजिकल वाल्व • एसजीपी का डीवाटरिंग व्हील • टोरपेडो लैडल कार चेन असेबली • डोम फिल्ड डंप वाल्वस • ट्यूयेर स्टाक असेंबली
11	**गैस आधारित डायरेक्ट रीडक्शन संयंत्र उपस्कर** (बाउंड्री लिमिट*:* डीआरआई रिएक्टर के शीर्ष पर कच्चे माल की प्राप्ति और ईएएफ में हॉट डीआरआई का डिस्चार्ज)	50%	• रिएक्टर चार्जिंग सिस्टम • रिएक्टर • रिएक्टर डिस्चार्जिंग प्रणाली • ईएएफ में नुमैटिक ट्रांसफर • ब्रिकेटिंग प्रणाली के लिए डिस्चार्च रूट • ब्रिकेटिंग फीडिंग सिस्टम

			• ब्रिकेटिंग प्रणाली • रिडक्शन गैस सर्किट • CO_2 निष्कासन इकाई • प्रक्रिया गैस हीटर • सुधारक प्रणाली • हीट रिकवरी प्रणाली • प्रोसेस गैस कम्प्रेसर • ब्लोअर्स • सील गैस प्रणाली • फ्लू गैस फैन/हॉट फैन • प्रोसेस वाल्व • क्रिटिकल बेलोज • क्रिटिकल रिफ्रैक्ट्री • प्राकृतिक गैस शोधन पूर्व प्रणाली • लेवल-II ऑटोमेशन
12	**ऑक्सीजन संयंत्र 700 टीपीडी और उससे अधिक** (बाउंड्री लिमिट: ऑक्सीजन संयंत्र सीमा पर पानी, विद्युत)	30%	• मुख्य एयर कंप्रेसर • बूस्टर एयर कंप्रेसर • एक्सपेशन टरबाइन • रिबॉयलर • क्रायोजेनिक पंप • एएसयू के हीट विनिमय तत्व • प्रेशर कॉलम • मुख्य कंडेंसर, लो प्रेशर कॉलम • क्रूड आर्गन कॉलम, शुद्ध आर्गन कॉलम और कंडेंसर के साथ कंडेंसर ब्लॉक • मुख्य हीट एक्सचेंजर, शुद्ध आर्गन इवापरेटर सब-कूलर • एलओएक्स-आइसी-प्रोसेस पंप • एलआइएन-आइसी-प्रोसेस पंप • एलएआर-ट्रांसफर -प्रोसेस पंप • डेंस फ्लूइड एक्सपेंडर • बूस्टर हीट एक्सचेंजर • पीपीयू के लिए मॉलिक्यूलर सीव्स स्विचिंग वाल्व • क्रिटिकल सेफ्टी वाल्व • स्पेशलाइज्ड वाल्व • कंट्रोल वाल्व • कोल्ड बॉक्स • कंट्रोल वाल्व जीओएक्स-प्रोडक्ट

			• कोल्ड बॉक्स के फ्लो मापने वाले उपकरण • एक्सपेंडर - ब्रेक जेनरेटर, फ्रीक्वेंसी कन्वर्टर्स
13	**इस्पात प्रसंस्करण**		
13.1	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट के साथ को-** **इंजेक्शन प्रक्रिया** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल को टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है "सल्फर(एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	75%	• इंजेक्शन लांस और सहायक उपकरणों के साथ स्वचालित सैंपलिंग इकाई • सहायक उपकरणों के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने के साधन
13.2	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट मैकेनिकल स्टिरर (केआर) प्रक्रिया के साथ** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है, "सल्फर (एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	70%	• सहायक उपकरणों के साथ इम्पेलर, इम्पेलर लिफ्टिंग और स्टीरिंग उपस्कर, गाइड फ्रेम • सहायक सुविधाओं के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने का साधन
13.3	**बेसिक ऑक्सीजन फर्नेस/एलडी ईकाई** [शोधित हॉट मेटलको बीओएफ कनवर्टर में डाला जाता है, जहां इसे इस्पात में परिवर्तित करने के लिए प्रसंस्कृत किया जाता है, जिसकी फिर लैडल फर्नेस (एलएफ) में आपूर्ति की जाती है]	65%	• क्लैम्पिंग के साथ लांस बॉडी, लांस कैरिज, लांस गाइड, लांस होइस्ट और ट्रॉली, सहायक उपकरणों के साथ लांस कॉपर टिप्स। • आपातकालीन टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर्स। • ज्वाइंट के साथ बॉटम स्टिरिंग प्रणाली, वाल्व स्टेशन और रोटरी • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व

			स्टेशन • सहायक उपकरणों के साथ उप-ल्वांस प्रणाली • सभी सहायक उपकरणों सहित कंटेनर प्रयोगशाला। • सहायक उपकरणों के साथ स्वचालित गैस कपलिंग (ऑटो कपलर)। • कनवर्टर रेकिंग मशीन। • कनवर्टर टैप होल बदलने की मशीन • रिफ्रैक्टरी निगरानी (लेजर) मशीन। • कन्वर्टर शेल पार्ट्स, सस्पेंशन सिस्टम, रोटरी जॉइंट, स्लैग स्टॉपर और इसके कंट्रोल वाल्व • कन्वर्टर टिल्टिंग ड्राइव सिस्टम और सस्पेंशन सिस्टम, गियरबॉक्स और मोटर्स, न्यूमेटिक मोटर्स और कंट्रोल वाल्व, पोजीशन एनकोडर, क्लच सिस्टम, लुब्रिकेशन सिस्टम कंपोनेंट्स। • लैडल ट्रांसफर कार रेल ट्रैक सिस्टम (ए सीरीज़ टाइप) और गियरबॉक्स, स्टिरिंग कपलिंग। • लोमास गैस एनालाइज़र, मल्टी-लैब तापमान और सैंपल सिस्टम। • लैडल ट्रांसफर कारों के लिए स्टिरिंग कपलिंग। • पीएलसी और आरआइओ। • ऑटोमेशन सिस्टम और सॉफ्टवेयर। • हॉट ज़ोन हाइड्रोलिक पंप और वाल्व। • व्हील ब्लॉक के साथ हॉट ज़ोन गियर वाले मोटर्स। • कन्वर्टर बेयरिंग। • हवा और बिजली से चलने वाला स्लरी कॉम्पेक्शन पंप। • प्राइमरी आईडी फैन, बेयरिंग, मोटर्स, ड्राइव और लुब्रिकेशन सिस्टम। • डब्ल्यूडीएस-कोन
13.4	**इलेक्ट्रिक आर्क फर्नेस यूनिट** (प्राथमिक सामग्री जैसे स्क्रैप, डीआरआई, पिग आयरन और हॉट मेटल को विद्युत ऊर्जा का उपयोग	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड रेगुलेशन प्रणाली • फर्नेस ट्रांसफार्मर सहित हाई करंट प्रणाली • सहायक उपकरणों के साथ ऑक्सीजन और कार्बन इंजेक्शन प्रणाली

	करके तरल इस्पात में परिवर्तित किया जाता है, जिससे कच्चे माल को पिघलाया और परिष्कृत किया जाता है)		• सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.5	**लैडल फर्नेस यूनिट** [तरल इस्पात को वांछित ग्रेड प्राप्त करने के लिए संसाधित/शोधित किया जाता है और निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति किए जाने से पहले बफर स्टॉक के रूप में रखा जाता है]	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड विनियमन प्रणाली • सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.6	**आरएच/आरएच-ओबी यूनिट** [आवश्यक विघटित गैस स्तर प्राप्त करने के लिए तरल इस्पात को डीगैस किया जाता है और फिर निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति की जाती है]	65%	• सहायक उपकरणों के साथ गैस स्टिरिंग सिस्टम/लिफ्ट गैस स्टिरिंग सिस्टम वॉल्व स्टैंड • सहायक उपकरणों के साथ ऑक्सीजन लांस प्रणाली • सहायक उपकरणों के साथ हाइड्रिस मापन प्रणाली
13.7	**आर्गन/ऑक्सीजन डीकार्बराइजेशन (एओडी) इकाई**	70%	• एओडी कन्वर्टर को टिल्ट करने के लिए ड्राइव यूनिट, एयर मोटर, ब्रेक आदि। • लांस कॉपर टिप्स • पानी और ऑक्सीजन के लिए होज़ • इमरजेंसी टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर। • एओडी कन्वर्टर के लिए बेयरिंग, एयर मोटर के लिए इमरजेंसी गियर • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन। • रिफ्रैक्टरी मॉनिटरिंग (लेजर) मशीन • ऑटोमेशन सिस्टम।
13.8	**वीडी/वीओडी**	70%	• गैस एनालिसिस (ऑफ-गैस मास स्पेक्ट्रोमीटर) सिर्फ़ सेंसर। होल्डर भारत में बना है। • ऑटोमेशन और प्रोसेस कंट्रोल सॉफ्टवेयर प्लेटफॉर्म • सहायक उपकरणों के साथ वैक्यूम पंप सिस्टम • ऑक्सीजन टिप्स

			• सहायक उपकरणों के साथ ऑक्सीजन/ आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन।
13.9	**सब्मर्ज्ड आर्क फर्नेस (एसएएफ) इकाई**	65%	• क्ले गन और ड्रिल मशीन • इलेक्ट्रोड उपकरण • स्लिपिंग डिवाइस असेंबली • इलेक्ट्रोड गाइडिंग असेंबली • ऊपरी और निचली मेंटल असेंबली • प्रेशर रिंग असेंबली • कॉन्टैक्ट शू असेंबली • हीट शील्ड असेंबली • इलेक्ट्रोड सील असेंबली • प्रेशर रिंग बेलोज़ • सील रिफ्रैक्टरी • फर्नेस ऑटोमेशन और कंट्रोलर सॉफ्टवेयर
13.10	**सतत कास्टिंग इकाई** (स्लैब कास्टर/बिलेट/ब्लूम राउंड/ कॉम्बी/बीम ब्लैंक) [तरल इस्पात को निरंतर कास्टिंग मशीन (सीसीएम) में स्लैब, बिलेट या ब्लूम में ढाला जाता है]	65%	• सहायक उपकरणों सहित लैडल स्लैग डिटेक्शन प्रणाली • कॉपर ट्यूब और प्लेट, मोल्ड ऑसीलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित सतत तापमान माप प्रणाली। • सहायक उपकरणों के साथ टॉर्च कटिंग मशीन/ आपातकालीन टॉर्च कटर • सहायक उपकरणों सहित विद्युत ड्राइव सिस्टम सहित डी-ब्युरिंग मशीन • मार्किंग मशीन। • सहायक उपकरणों सहित रोल गैप चेकर • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (ईएमएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (ईएमबीआर) प्रणाली
14	**फ्लैट उत्पाद मिल्स**		
14.1	**हॉट स्ट्रिप मिल्स/प्लेट मिल** (बाउंड्री लिमिट: सहायक उपकरणों सहित स्लैब यार्ड से डिस्पैच बे तक)	50%	• डी-स्केलर, मिल स्टैंड, बेड प्लेट, बैकअप रोल, वर्क रोल, मिल स्पिंडल, चॉक्स, एजीसी सिलेंडर, बेंडिंग ब्लॉक और सिलेंडर, शियर, डाउन कॉइलर, एंटी-फ्रिक्शन रोल नेक बेयरिंग, ऑयल फिल्म बेयरिंग, मिल

			रिड्यूसर, लोड सेल, थिकनेस गॉज, प्रोफाइल गॉज, लेवलर, रोल ग्राइंडिंग मशीन, कॉइल मार्किंग मशीन, प्लेट मार्किंग मशीन, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.2	**सीआरएम (पीएलटीसीएम)** (बाउंड्री लिमिट: पिकलिंग लाइन एंट्री से मिल एक्जिट तक)	50%	• वेल्डिंग मशीन, टेंशन लेवलर, मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, रोल बेंडिंग और रोल शिफ्टिंग सिलेंडर, मिल स्पिंडल, लोड सेल, पोजिशन ट्रांसड्यूसर, इलेक्ट्रोस्टेटिक ऑइलर, साइड ट्रिमर, स्टीयरिंग सिस्टम, सरफेस इंस्पेक्शन सिस्टम, थिकनेस गेज, लेजर स्पीड गेज, टेंसियोमीटर, फ्लैटनेस गॉज, टेंशन रील, मिल रिड्यूसर, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.3	**सीआरएम (एचडीजीएल)** (बाउंड्री लिमिट: टेम्पर मिल और टेंशन लेवलर सहित एचडीजीएल में एंट्री से एक्जिट तक)	60%	• वेल्डिंग मशीन, रेडिएंट ट्यूब फर्नेस, जेट कूलिंग सिस्टम, इंडक्शन हीटिंग के साथ कोटिंग पॉट, पॉट रोल, एयर नाइफ वाइपिंग सिस्टम, टेंशन लेवलर, विड्थ गॉज, थिकनेस गेज, कोटिंग मोटाई गॉज, लोड सेल, रोल फोर्स सिलेंडर, मिल स्टैंड मोटर्स और मिल स्टैंड ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.4	**सीआरएम (एसपीएम)** (बाउंड्री लिमिट: एसपीएम में एंट्री से एक्जिट तक)	50%	• मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, इलेक्ट्रोस्टेटिक ऑइलर, कॉइल मार्किंग सिस्टम, लोड सेल, थिकनेस गॉज, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.5	**सीआरएम (बेल एनीलिंग फर्नेस)** (बाउंड्री लिमिट: फर्नेस बेस से पोस्ट कूलिंग उपस्कर तक)	55%	• फर्नेस, स्वचालन प्रणाली, आदि।
14.6	**सीआरएम (कलर कोटिंग लाइन)** (बाउंड्री लिमिट: सीसीएल में एंट्री से	80%	• कोटर, कोटिंग थिकनेस गेज, डिजिटल प्रिंटर, टेंशन लेवलर, स्वचालन आदि।

	एक्जिट तक)		
14.7	**टीएससीडीआर (थिन स्लैब कास्टिंग डायरेक्ट रोलिंग)** (बाउंड्री लिमिट: टूरेट से क्वाइल फिनिशिंग और पैकेजिंग एरिया)	50%	• सहायक उपकरणों सहित संपूर्ण लेडल स्लैग डिटेक्शन सिस्टम • कॉपर ट्यूब और प्लेट, मोल्ड ऑसिलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित निरंतर तापमान मापने की प्रणाली। • पेंडुलम शीयर कटिंग मशीन। • सेगमेंट्स असेंबली • सहायक उपकरणों सहित रोल गैप चेकर कंप्लीट • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (इएनएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (इएमबीआर) सिस्टम • टनल फर्नेस बर्नर • रफिंग और फिनिशिंग मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव और मोटर, ऑटोमेशन सिस्टम, लैमिनार/पावर कूलिंग कंपोनेंट्स, हाइड्रोलिक क्वाइलर। प्रोफाइल गेज, थिकनेस गेज, विड्थ गेज। • नोजल • ग्रीस सिस्टम और सहायक उपकरण • हाइड्रोलिक सिस्टम और सहायक उपकरण • गियरबॉक्स • आरओटी रोल असेंबली • रोल असेंबली (स्लीव, शॉफ्ट, रोल) • लेडल टरेट और सहायक उपकरण (स्लीव बेयरिंग, डिस्क कपलिंग, गियरबॉक्स, हाइड्रोलिक क्लच और हाइड्रोलिक सिलेंडर) • मोल्ड ब्रेकआउट प्रिडिक्शन सिस्टम • ऑटो मोल्ड लेवल कंट्रोल न्यूक्लियोनिक गेज • मोल्ड पाउडर फीडिंग सिस्टम • सहायक उपकरणों सहित सीएनसी मोल्ड मशीनिंग सिस्टम • टंडिश और टरेट वजन प्रणाली

			• टनल फर्नेस रिफ्रैक्टरी रोल। • टनल फर्नेस शटल ड्राइव सिस्टम और गैस पहुंचाने की प्रणाली। • बैकअप रोल हाइड्रोस्टेटिक लुब्रिकेशन सिस्टम • रोल बाइट लुब्रिकेशन सिस्टम • सहायक उपकरणों सहित इन-फर्नेस कैमरा • क्रॉप शीयर • डेस्केलर सिस्टम और घटक। • कॉइल मार्किंग मशीन • ऑनलाइन कॉइल वजन प्रणाली • कट टू लेंथ स्टेकर सिस्टम • रोल शॉप (सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल ग्राइंडर, सीएनसी नाइफ ग्राइंडर, सीएनसी टर्निंग मशीन, लेथ मशीन) • क्वाइल स्ट्रैपिंग मशीन • डाउन कोइलर सिस्टम • मिल मापने की प्रणाली और सेंसर (ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, दबाव) • अपने सेंसर सहित लूपर कंट्रोल सिस्टम • कंडीशन आधारित निगरानी प्रणाली और उसके सेंसर • क्वाइल शटल कार और पैलेट कन्वेइंग सिस्टम। • क्रेन कॉइल टोंग। • आरओ और यूएफ मेम्ब्रेन • सेल्फ-क्लीनिंग फिल्टर
14.8	**प्लेट मिल के लिए नॉर्मलाइज़िंग फैसिलिटी** (बाउंड्री लिमिट: नॉर्मलाइज़िंग फर्नेस में एंट्री से तैयार प्लेट्स के डिस्पैच तक)	50%	• फर्नेस बर्नर, फर्नेस हर्थ रोलर्स, लेवलर, लोड सेल, ऑटोमेशन
14.9	**एसएसएम (सिलिकॉन स्टील मिल)** (बाउंड्री लिमिट : पिकलिंग लाइन एंट्री से एसएसएम के डिस्पैच तक)	50%	• मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम, एनीलिंग फर्नेस, डीकार्बराइजिंग लाइन, इलेक्ट्रिकल स्टील परीक्षण इकाईयां (उदाहरण के लिए फिशर

			स्कोप मोटाई मापने वाला उपकरण, फ्रैंकलिन इंसुलेशन रेजिस्टिविटी टेस्टर, चुंबकीय कंसोल, स्टैकिंग फैक्टर टेस्टर)।
14.10	**सीआरएम (क्लस्टर मिल स्टैंड)** सेंडज़िमिर मिल (बाउंड्री लिमिट : सेंडज़िमिर मिल में एंट्री से एग्जिट तक)	50%	• सेंडज़िमिर मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
14.11	**एचआरएम (स्टेकेल मिल)** (बाउंड्री लिमिट : कॉइलर फर्नेस एंट्री से स्टेकेल मिल तक और कॉइलर फर्नेस एग्जिट तक)	40%	• स्टेकेल मिल स्टैंड, हीटेड कॉइलर, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
15	**लॉग प्रोडक्ट मिल्स**		
15.1	**बार मिल/डब्ल्यू/एमएम/एलएसएम** (बाउंड्री लिमिट : फर्नेस एंट्री से डिस्पेच तक)	75%	• फास्ट फिनिशिंग ब्लॉक, रोल टर्निंग लेथ, प्रोफाइल गेज, ऑटोमेशन सिस्टम, आदि
15.2	**रेल मिल/हेवी स्ट्रकचरल मिल** (बाउंड्री लिमिट: मटीरियल हैंडलिंग को छोड़कर फर्नेस एंट्री से रेल वेल्डिंग संयंत्र एग्जिट तक)	45%	• मिल स्टैंड, मिल मोटर और ड्राइव सिस्टम, हीट ट्रीटमेंट इकाई, स्ट्रेटनिंग मशीन, • एनडीटी इकाईयां, वेल्डिंग मशीन, प्रोफाइल गेज, हॉट सॉ, कोल्ड सॉ, हॉट मार्किंग मशीन, रोल टर्निंग लेथ, सॉ ग्राइंडिंग मशीन, ऑटोमेशन सिस्टम, आदि।
15.3	ईआरडब्ल्यूपीपी (इलेक्ट्रिकल रेजिस्टेंस वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: स्ट्रिप फीडिंग से फिनिशिंग इकाईयां और ईआरडब्ल्यूपीपी के डिस्पैच तक)	50%	• प्री-फॉर्मिंग यूनिट, ब्रेक-डाउन स्टैंड, एज बेंडर, यूनिवर्सल केज, फिनिशिंग पास (मल्टीपल स्टैंड), पाइप गाइड, हाई फ्रीक्वेंसी वेल्डिंग मशीन, हाई पावर इलेक्ट्रिक इंडक्टर, हाइड्रो टेस्टिंग, अल्ट्रासोनिक मशीन
15.4	एसडब्ल्यूपीपी (सर्पिल वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: पाइप बनाने से फिनिशिंग इकाईयां और एसडब्ल्यूपीपी के डिस्पैच तक)	50%	• सबमर्ज्ड आर्क वेल्डिंग, आउटसाइड वेल्डिंग (स्केलप जॉइंट), एक्स- रे स्टेशन, हाइड्रो टेस्टिंग, बेवलिंग मशीन, अल्ट्रासोनिक मशीन, एंड रेडियोग्राफ स्टेशन

16	**व्हील संयंत्र**		
16.1	व्हील संयंत्र (राउंड/इनगॉट की रिसिप्ट से लेकर तैयार व्हील तक)	30%	• सर्कुलर सॉ, फोर्जिंग प्रेस, व्हील रोलिंग मिल, व्हील डिशिंग प्रेस, व्हील स्टैम्पिंग मशीन, रिम स्प्रेइंग मशीन, मोबाइल चार्जर, (हैंडलिंग रोबोट), मशीनिंग इकाईयां , टेस्टिंग इकाईयां, ऑटोमेशन सिस्टम आदि
16.2	रेलवे व्हील के लिए हीट ट्रीटमेंट इकाईयां (बाउंड्री लिमिट: हॉट डायमेंशन मेज़रमेंट से ब्लैक व्हील स्टोरेज तक का एग्जिट)	40%	• फर्नेस बर्नर, हर्थ रोलर्स, ऑटोमैटिक व्हील हैंडलिंग और क्वेंचिंग मशीन
16.3	व्हील और रेल के लिए नॉन डेस्ट्रक्टिव टेस्टिंग (एनडीटी) इकाईयां (बाउंड्री लिमिट: एनडीटी इकाईयां के एंट्री और एग्जिट)	30%	• हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन, मैग्नेटिक पार्टिकल इंस्पेक्शन मशीन, एडी करंट टेस्टिंग मशीन
16.4	रोलिंग मिल स्टैंड के लिए फोर्ज्ड रोल विनिर्माण की इकाईयां (बाउंड्री लिमिट: फोर्ज्ड ब्लैंक रोल एंट्री से फिनिश्ड रोल के डिस्पैच तक)	30%	• फोर्जिंग प्रेस, मैनिपुलेटर्स, रोल हार्डनिंग मशीन, क्रायोजेनिक ट्रीटमेंट फैसिलिटी, टेम्परिंग फर्नेस, रोल ग्राइंडर, रोल टर्निंग लेथ, हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन
16.5	आरजीबीएस/रोल शॉप	50%	• सीएनसी वर्क रोल ग्राइंडर/ सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल टर्निंग लेथ, • रोल के लिए इलेक्ट्रिक डिस्चार्ज टेक्सचरिंग (ईडीटी) और इलेक्ट्रिक डिस्चार्ज मशीनिंग (ईडीएम) की इकाईयां
17	रिफ्रेक्टरी ब्रिक (कच्चे माल की प्राप्ति से लेकर तैयार ब्रिक तक)	50%	• हाइड्रोलिक प्रेस
18	इल्केट्रिकल (विद्युत गुणवत्ता प्रणाली)	30%	• एमवीस्टेटकॉम • (स्टेटिक सिंक्रोनस कंपेंसेटर) प्रणाली
	अन्य सहायक और उपयोगिता वाले उपस्कर		
19	**कैल्सीनेशन संयंत्र** (कैल्साइन्ड लाइम और डोलो)		• फायरिंग सिस्टम, शाफ्ट लेवल इंडिकेटर, ऑटोमेशन सिस्टम • वीएफडीऔर सॉफ्ट स्टार्टर कार्ड। ड्राइविंग एयर ब्लोअर, डीडस्टिंग ड्राफ्ट फैन,

		कूलिंग एयर फैन, लाइम कूलिंग फैन, वेस्ट गैस फैन, गैस बूस्टर फैन असेंबली • हाइड्रॉलिक सिलेंडर, हाइड्रॉलिक मोटर्स, हाइड्रॉलिक स्टेशन।
20	**इलेक्ट्रिक मोटर चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/ एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ड्राइव सिस्टम के साथ मोटर • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • नियंत्रण और इंस्ट्रूमेंटेशन आइटम
21	स्टीम टर्बाइन चालित कोल्ड ब्लास्ट ब्लोअर (एक्सियल/एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
22	**डीजल इंजन चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/एक्सियल लास्ट स्टेज रेडियल रेडियल के साथ)	• एक्सियल/एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ / रेडियल ब्लोअर और सिस्टम • डीजल इंजन • ब्लो-ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
23	**गैस फायरड़/हीट रिकवरी बॉयलर**	• विशेष ग्रेड प्लेट्स और ट्यूब्स • फ्लेम स्कैनर • इंस्ट्रूमेंटेशन एंड कंट्रोल
24	**स्टीम टरबाइन** (एक्सट्रेशन/बीपीटीजी)	• स्पेशल ग्रेड ब्लेड सामग्री • गवर्निंग सिस्टम • टर्बो पर्यवेक्षी प्रणाली • इंस्ट्रूमेंटेशन एंड कंट्रोल
25	**गैस होल्डर**	• गैसहोल्डर सील, सीलेंट। • फिटिंग के साथ लेवल वेट रोप • वी.आर.वाल्व गैस्केट • डबल/ट्रिपल मेम्ब्रेन सिस्टम के लिए स्पेशल मेम्ब्रेन • हाईड्रोलिक
26	**हाई प्रेशर गैस बूस्टर** (आउटलेट प्रेशर > 2000 एमएम डब्ल्यूसी)	• गैस बूस्टर जिसमें कंट्रोल और बाईपास वाल्व शामिल हैं • पिस्टन रिंग्स • कंसेंट्रेट रिंग टाईप वाल्व (एसएस)

27	**प्रदूषण नियंत्रण प्रणालियाँ**	• टीआर सेट • कंट्रोलर्स • इंसुलेटरर्स • ईएसपी इलेक्ट्रिकल कंपोनेंट • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
28	**जल एवं अपशिष्ट उपचार प्रणाली**	• मेंब्रेन • इवेपोरेटर (कंप्रेसर और टाइटेनियम शीट) • एचपी पंप्स • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
29	**कंप्रेस्ड एयर स्टेशन**	• सेंट्रीफ्यूगल कंप्रेसर कोर असेंबली जिसमें इम्पेलर्स, बुल गियर, पिनियन शाफ्ट, बेयरिंग्स, वाइब्रेशन प्रोब्स और लोकल कंट्रोल पैनल शामिल हैं ।
30	**हाइड्रोजन संयंत्र**	• इलेक्ट्रोलाइज़र इकाई • एचपी कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
31	**पैकेज्ड चिलर्स**	• कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
32	**अन्य उपयोगिता वाले क्षेत्र जैसे-** एयर कंडीशनिंग और वेंटिलेशन सिस्टम, वीएएम बेस्ड चिलर सिस्टम, फायरफाइटिंग सिस्टम, गैस बूस्टर (डीपी 2000 एमएम डब्ल्यूसी से कम), कूलिंग वॉटर सिस्टम (पंपिंग स्टेशन, फिल्टर, कूलिंग टावर, हीट एक्सचेंजर, आदि), गैस मिक्सिंग स्टेशन, पॉल्यूशन कंट्रोल सिस्टम, इंटर प्लांट पाइपिंग सिस्टम	• आइटम/इक्विपमेंट में सब-कंपोनेंट/पार्ट्स होते हैं जो आयात किए जाते हैं • कंप्रेसर, चिलर, क्रेन एसी यूनिट, एक्पेनशन वाल्व, उपकरण, उच्च तापमान अनुप्रयोग वाले एसी।
33	**इलेक्ट्रिक ओवरहेड ट्रैवलिंग क्रेन और गैन्ट्री क्रेन, इलेक्ट्रिक होइस्ट**	• बैरल कपलिंग, हेवी ड्यूटी बेयरिंग, क्रेन रेल लुब्रिकेशन, स्लू रिंग बेयरिंग, टोंग्स
34	**इंजीनियरिंग शॉप**	• सीएनसी लेथ, सीएनसी मिलिंग मशीन
35	पावर जेनरेशन, ट्रांसमिशन और डिस्ट्रीब्यूशन सिस्टम; शॉप इलेक्ट्रिक्स जिसमें पावर और कंट्रोल सिस्टम और उससे जुड़े इलेक्ट्रिकल काम शामिल हैं	विद्युत मंत्रालय की मिनिमम लोकल कंटेंट (एमएससी)% गाइडलाइन के अनुसार

नोट : सभी उपस्कर की अधिप्राप्तिअनुपालन विद्युत मंत्रालय की दिशानिर्देशों के अंतर्गत/ क्लास-I श्रेणी के अनुसार किया जाएगा। ऐसे मामलों में जहाँ उपकरण क्लास-I श्रेणी में शामिल नहीं हैं, या जहाँ उपस्कर की श्रेणीकरण विशिष्टता विद्युत मंत्रालय की/दिशानिर्देशों में स्पष्ट रूप से परिभाषित नहीं है, वहाँ डीपीआईटीटी द्वारा जारी क्लास-I और क्लास-II श्रेणियों से संबंधित प्रावधानों का पालन किया जाएगा।

36	**इंस्ट्रूमेंटेशन आइटम/उपस्कर** **	डीपीआईटीटी के दिशानिर्देशों के अनुसार*	• अबोव/अंडर बर्डन जांच प्रणाली • प्रोफाइलोमीटर • बर्डन कैमरा • तुयेरे फिनोमिना डिटेक्शन प्रणाली (टीपीडीएस) • टॉप गैस एनालाइज़र (सीओ,सीओ$_2$,एच$_2$,ओ$_2$, पॉल्यूटेंट्स) • फ्लो जाम स्विच • एलिमेंटल एनालाईजर • मॉइस्चर एनालाईजर(न्यूक्लिओनिक) • सीवी एनालाईजर • थिकनेस गेज • हॉट मेटल डिटेक्टर • विड्थ गेज • फर्नेस कैमरा • मल्टीफेज प्रोफ़ाइल गेज • मल्टीफंक्शन/शेप गेज • सतह निरीक्षण प्रणाली • लेजर डॉप्लर वेलोसीटी मीटर • ऑप्टिकल बैरियर • हॉट रोलिंग के लिए थर्मल इमेजिंग सिस्टम • ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, प्रेशर) • ऑनलाइन मैकेनिकल प्रॉपर्टी प्रेडिक्शन सिस्टम (एआई + सेंसर) • ऑयल फिल्म थिकनेस मॉनिटरिंग सिस्टम (कोल्ड रोलिंग) • एक्स-रे या न्यूक्लिओनिक आधारित कोटिंग थिकनेस गेज • मास फ्लो मीटर • हाइड्रिस (मोल्टन स्टील में हाइड्रोजन का पता लगाना) • मोल्ड लेवल मीजरमेंट • ब्रेक-आउट प्रीडीक्शन प्रणाली (बीओपीएस) • इल्क्ट्रोमैग्नेटिक ब्रेक (ईएमबीआर) नियंत्रण और सेंसर • लेडल ट्रैकिंग और प्रबंधन प्रणाली • स्लैग डिटेक्शन सिस्टम (एसडीएस)/ स्लैग मॉनिटरिंग सिस्टम • बीओएफ एंडपॉइंट डिटेक्शन (लेजर-इंडुय्स्ड

			ब्रेकडाउन स्पेक्ट्रोस्कोपी-एलआईबीएस) • सब-लांस सिस्टम (टेम्परेचर + O_2 + कार्बन + सैंपलिंग) • लैडल रिफ्रैक्टरी वियर मॉनिटरिंग (लेजर/ अल्ट्रासोनिक/इंफ्रारेड) • कंटीन्यूअस एमिशन मॉनिटरिंग सिस्टम (सीईएसएस- एसओx , एनओx, पीएस, सीओ, सीओ$_2$, ओ$_2$, एच2 के लिए इम्पोर्टेड एनालाइज़र) • बीओएफ/ ईएएफ (सीओ, सीओ$_2$, ओ$_2$, एच2 डस्ट) के लिए ऑफ - गैस एनालाइज़र • वॉटर क्वालिटी एनालाइज़र (पीएच, कंडक्टिविटी, ऑयल - इन - वॉटर, टीओसी, सिलिका, बीओडी, सीओडी, टीएसएस, टीडीएस, फिनोल, साइनाइड) • लेजर - आधारित गैस लीक डिटेक्टर (सीएज$_4$, सीओ, एच$_2$, एच2एस) • अक्सोटिक/ अल्ट्रासोनिक रिसाव का पता लगाना • वाइब्रेशन / कंडीशन मॉनिटरिंग सेंसर / एक्सियल शिफ्ट / डिफरेंशियल एक्सपेंशन मॉनिटरिंग सिस्टम • टक्कर रोधी प्रणाली (रडार/लेजर/लिडार) • ओवन पहचान प्रणाली (ओआईएस) • पाइरोमीटर • लोमास विश्लेषक • प्रेशर,टेम्परेचर और इलेक्ट्रोटेक्निकल पैरामीटर्स के लिए मास्टर कैलिब्रेटर • सिंटर संयंत्र में इरिच मिक्सर्स में स्थापित उपकरण और हैंज़ेल निर्मित लुब्रिकेशन प्रणालियाँ • टर्बाइन और टर्बो ब्लोअर के लिए गवर्नर सिस्टम • बाई-प्रोडक्ट संयंत्र के लिए टेल गैस एनालाइज़र • कोक बकेट लिफ्टर और रिवर्सिंग विंच में प्रयोग में आने वाले फोर्स सेंसर • एनकोडर, • हाइड्रोलिक वाल्व नियंत्रक • बीएलटी में स्थापित उपस्कर (टिल्ट स्विच,

			सोनिक सेंसर, एनकोडर,आदि) • फ्लेम सेंसर/स्कैनर
37	**ऑटोमेशन आइटम/उपस्कर ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
38	**वॉयस कम्युनिकेशन सिस्टम ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
39	**फायर डिटेक्शन और अलार्म (एफडीए) प्रणाली ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	
40	**सीसीटीवी प्रणाली ****	डीपीआईटीटी के दिशानिर्देशों के अनुसार *	

नोट:

* इंस्ट्रूमेंटेशन, ऑटोमेशन संचार उपस्कर, फायर डिटेक्शन एंड अलार्म (एफडीए) प्रणाली और सीसीटीवी प्रणाली डीपीआईआईटी के साथ-साथ एमईआईटीवाई दिशानिर्देशों के अनुसार क्लास- I और क्लास- II आपूर्तिकर्ता मानदंडो के अनुरूप पूंजीगत वस्तुओं के लिए घरेलू सामग्री आवश्यकताओं का अनुपालन करेगी।

** अत्यधिक विशिष्ट उपस्कर, कंपोनेंट्स, और ज़रूरी पार्ट्स जैसे इंस्ट्रूमेंटेशन, ऑटोमेशन, कम्युनिकेशन सिस्टम, फायर डिटेक्शन और अलार्म (एफडीए) सिस्टम, और सीसीटीवी सिस्टम के लिए सेमीकंडक्टर चिप्स अभी वैश्विक प्रौद्योगिकी वाली अग्रणी कंपनियों से लिए जा रहे हैं। हालांकि, पूरे सिस्टम असेंबली, इंटीग्रेशन, और मैन्युफैक्चरिंग का कार्य भारत में ही किया जा रहा है, और शेष कंपोनेंट्स स्वदेसी स्रोतो से अधिप्राप्त किये जा रहे हैं।

परिशिष्ट-ग

लौह एवं इस्पात क्षेत्र में स्वदेशी प्रौद्योगिकियों को बढ़ावा देना

1) **उद्देश्य:**

इस्पात विनिर्माण के सभी चरणों में स्वदेशी प्रौद्योगिकियों का अंगीकरण, विकास और विस्तार को प्रोत्साहित करके भारतीय लौह एवं इस्पात क्षेत्र में आत्मनिर्भरता को बढ़ावा देना।

2) **विषय क्षेत्र:**

यह नीति इस्पात बनाने या इस्पात विनिर्माण संयंत्र स्थापित करने वाले केन्द्रीय सार्वजनिक क्षेत्र के उद्यमों पर लागू होती है।

3) **नीति निदेश:**

3.1 ऐसे मामले जहां प्रौद्योगिकी और पूर्व इंजीनियरिंग एवं आपूर्ति के लिए प्रमाण उपलब्ध हैं, लेकिन वर्तमान क्षमता आवश्यकता से मेल नहीं खाते हैं, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.1.1 उत्पादन क्षमता प्रस्तावित संयंत्र की क्षमता का 30% होगी

3.1.2 वेंड़र्स के साथ स्पष्ट साझेदारी की प्रामाणिक उपलब्धता

3.1.3 प्रस्तावित संयंत्र की क्षमता के कम से कम 75% के लिए परियोजनाओं की डिटेल इंजीनियरिंग कार्यों का अनुभव

3.2 ऐसे मामले जहां प्रौद्योगिकी उपलब्ध है, लेकिन अर्लियर सप्लाई के लिए कोई संदर्भ उपलब्ध नहीं है, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.2.1 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की कम से कम 75% विशेषताओं से मेल खाते हुए परियोजनाओं की डिटेल इंजीनियरिंग कार्य किया हो

3.2.2 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की महत्वपूर्ण विशेषताओं से 100% मेल खाते हुए डिटेल इंजीनियरिंग कार्य किया हो

3.2.3 वेंड़र्स के साथ स्पष्ट गठजोड़ की उपलब्धता

3.2.4 प्रौद्योगिकी उपलब्धता के प्रमाणिक साक्ष्य (आईपीआर या अन्य पर्याप्त साक्ष्य)

3.3 ऐसे मामलों में जहाँ कोई भारतीय प्रौद्योगिकी उपलब्ध नहीं है, वहाँ यदि कोई विदेशी प्रौद्योगिकी प्रदाता तीन वर्षों के भीतर भारतीय सीपीएसई (जिसमें अधिप्राप्ति करने वाली इकाई भी शामिल है) को प्रशिक्षण और सहयोग सहित प्रौद्योगिकी हस्तांतरण करने का वचन देता है, तो उसे घरेलू मूल्य संवर्धन के प्रतिशत पर ध्यान दिए बिना माना हुआ श्रेणी-1 आपूर्तिकर्ता (डीम्ड क्लास-1 सप्लायर) माना जाएगा। इस स्थिति में, क्रय वरीयता उस विदेशी प्रौद्योगिकी प्रदाता को दी जाएगी, जैसा कि डीपीआईआईटी के सार्वजनिक अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश में समय-समय पर संशोधित किया गया है।

4) **कार्यान्वयन निरीक्षण:**

इस्पात मंत्रालय द्वारा गठित स्थायी समिति कार्यान्वयन की निगरानी करेगी, विवादों का समाधान करेगी तथा पात्रता एवं प्रोत्साहन मानदंडों को समय-समय पर अद्यतन करेगी।

प्रपत्र-1

मेल्ट एंड पोर आवश्यकताओं (परिशिष्ट- क*) और/या घरेलू मूल्य वर्धन आवश्यकताओं (परिशिष्ट-क और परिशिष्ट-ख*) के अनुपालन के लिए स्व-प्रमाणन का हलफनामा

*परिशिष्ट-ख पूंजीगत वस्तुओं के लिए, नीति के तहत अनिवार्य रूप से वैधानिक लेखापरीक्षक/लागत लेखापरीक्षक/सीए प्रमाणपत्र के साथ यह शपथपत्र अवश्य संलग्न होना चाहिए।

मैं,_____,निवास_____,मेसर्स_____

_के अधिकृत हस्ताक्षरकर्ता होने के नाते _____ एतद्द्वारा पूर्णतया प्रतिज्ञा और घोषणा करता/करती हूँ;

1. मैंने दिनांक_____ को जारी अधिसूचना संख्या_____ घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआई एवं एसपी) नीति, 2025, को पढ़ और समझ लिया है। मैं उक्त नीति और उस निविदा की सभी शर्तों और नियमों का पालन करने के लिए सहमत हूं जिसके संबंध में यह शपथपत्र प्रस्तुत किया गया है।

2. यह शपथपत्र निम्नलिखित लौह एवं इस्पात उत्पाद/पूंजीगत वस्तुओं से संबंधित है:

उत्पाद का नाम: _____

एचएस कोड: _____

परिशिष्ट वर्गीकरण: परिशिष्ट-क/परिशिष्ट-ख (जैसा लागू हो, चुनें)

प्रापण एजेंसी: _____

3. मेल्ट एंड पोर - यह केवल परिशिष्ट-क में उल्लिखित उन वस्तुओं पर लागू होता है जिनमें मेल्ट एंड पोर संबंधी शर्त होती है।

मैं एतद्द्वारा घोषणा करता/करती हूँ कि उपरोक्त उत्पाद भारत में मेल्ट एंड पोर की आवश्यकताओं जैसा कि विशेष रूप से परिशिष्ट- क में अधिसूचित किया है, को पूरा करते हैं। विशेष रूप से:

भारत में ही इस्पात को मेल्ट और पोर किया गया था।

पहला सॉलिड शेप (स्लैब/बिलेट/इनगॉट/अन्य) निम्नलिखित स्थान(स्थानों) पर उत्पादित किया गया था:

इस्पात निर्माण इकाई: _____स्थान: _____ हीट रिकॉर्ड; _____ बैच विवरण: _____

मैं प्रापण एजेंसी द्वारा आवश्यकता पड़ने पर इस घोषणा को प्रमाणित करने के लिए मिल परीक्षण प्रमाण पत्र, हीट रिकॉर्ड और कोई अन्य दस्तावेजी प्रमाण प्रस्तुत करने का वचन देता हूं।

(यदि लागू न हो, तो "लागू नहीं" लिखें।)

4. घरेलू मूल्य संवर्धन - परिशिष्ट-क डीवीए मदों और परिशिष्ट-ख पूंजीगत वस्तुओं पर लागू:

मैं एतद्द्वारा घोषणा करता/करती हूँ कि उत्पाद(उत्पादों) का घरेलू मूल्यवर्धन (डीवीए)% _____ है। डीवीए की गणना डीपीआईआईटी दिशानिर्देशों और डीएमआईएंडएसपी नीति, 2025 में निर्दिष्ट फार्मुला के अनुसार की गई है।

4क. परिशिष्ट- ख पूंजीगत वस्तुओं (अनिवार्य) के लिए: वैधानिक लेखापरीक्षक/लागत लेखा परीक्षक/चार्टर्ड लेखाकार द्वारा जारी प्रमाण पत्र संलग्न है, जो नीति के अनुसार पूंजीगत वस्तु पैकेज के डीवीए की पुष्टि करता है।

(यदि यह केवल परिशिष्ट-क का आइटम है, तो इस खंड को रद्द कर दें।)

5. मैं पुष्टि करता/करती हूँ कि: दी गई सभी जानकारी सत्य और सही है। सभी इनपुट स्टील की लागत, आयातित सामग्री और घरेलू सामग्री की गणना सत्यापित की जा चुकी है। सभी उत्पादन, खरीद और मूल्य निर्धारण संबंधी रिकॉर्ड जांच के लिए उपलब्ध हैं।

यदि कोई भी जानकारी गलत या भ्रामक पाई जाती है: प्रापण एजेंसी अपने मानदंडों के अनुसार मुझे/मेरी फर्म को सरकारी निविदाओं से अयोग्य घोषित कर सकती है। मैं नीति और निविदा शर्तों के अनुसार, ईएमडी की जब्ती सहित सभी मूल्यांकन लागतों और जुर्माने का भुगतान करने के लिए सहमत हूं।

6. मैं संबंधित रिकॉर्ड को बनाए रखने और उन्हें किसी भी वैधानिक प्राधिकारी को उपलब्ध कराने का वचन देता हूं।

7. घोषणा: मैं एतद्द्वारा घोषणा करता/करती हूँ कि ऊपर दिए गए कथन मेरी जानकारी और विश्वास के अनुसार सत्य है। मैं समझता/समझती हूँ कि किसी भी प्रकार की गलत जानकारी देने पर डीएमआईएंडएसपी नीति, लागू कानूनों और निविदा शर्तों के तहत दंड का प्रावधान होगा।

(स्थान एवं दिनांक)

मैसर्स_____

के लिए और उनकी ओर से

(अधिकृत हस्ताक्षरकर्ता)

[फा. सं. 8(2)/2023-आईडी-I]

अभिजीत नरेंद्र, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 17th December, 2025

G.S.R. 904(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 procurement of iron & steel products notified in Appendix A, procurement of capital goods listed in Appendix B and technology from indigenous technology suppliers in Appendix C.

2. **Definitions**

2.1. **Bidder** may be a domestic/foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply house 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 conforming to Section 2(72) of the Central Goods and Services Tax (CGST) Act, 2017.

2.4. **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 =

{Total value of the item to be procured (excluding net domestic indirect taxes) – The value of

imported content in the item (including all customs duties)}

---------- X 100%

{Total value of the item to be procured}

2.5. **Finished Steel** means flat and long products, which can be subsequently processed into manufactured items.

2.6. **Government** for the purpose of the Policy means Government of India.

2.7. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.

2.8. **Indigenous Technology:** A technology shall be deemed to be Indigenous technology if, at least 51 % of the entity's equity is held by Indian residents and the IPR is owned or co-owned by an Indian entity or licensed exclusively to them and the core engineering R&D, and project execution capabilities reside in India.

2.9. **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.

2.10. **MoS** means Ministry of Steel, Government of India.

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 20% 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 country of melt and pour (COM) should be India. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.

2.13. **Net Selling Price** means the invoiced price excluding net domestic taxes and duties.

2.14. **Semi-Finished Steel** means Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.

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, the domestic content requirement criteria and policy directives as mentioned in Appendix A, Appendix B and Appendix C.

4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies.

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.

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5.3. Appendix-B contains the list of capital goods used in manufacturing iron & steel products which can be imported, and the applicable minimum domestic content requirement for packages.

5.4. A purchase preference of 20% is applicable for capital goods used in steel manufacturing. For example, if the lowest bidder (L1) for an importable capital good is a foreign company with a quoted price of Rs.100 crore for the product package, under the policy, procurement preference of 20% will be applicable to a domestic supplier of the same capital good.

5.5. Appendix-C contains directives and methodology for steelmaking CPSEs to procure from indigenous technology suppliers.

5.6. 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 itemized basis.

5.7. 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.

5.8. 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 government procurement procedures while adhering to the 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. All bidders – including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses – shall submit Form-1 as part of their bid, irrespective of whether they are the manufacturer or otherwise.

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 authorization 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

List of iron and steel products which can only be procured from domestic sources

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	50% Domestic Value Addition
16	Tubes, pipes and hollow profiles, of cast iron	7303	50% Domestic Value Addition
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	50% Domestic Value Addition
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	50% Domestic Value Addition
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	50% Domestic Value Addition
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	50% Domestic Value Addition
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	50% Domestic Value Addition
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	50% Domestic Value Addition
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 whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment	7309	50% Domestic Value Addition
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	50% Domestic Value Addition
31	Containers for compressed or liquefied gas, of iron or steel	7311	50% Domestic Value Addition
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	50% Domestic Value Addition
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	50% Domestic Value Addition
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	50% Domestic Value Addition
35	Chain and parts thereof, of iron or steel	7315	50% Domestic Value Addition

36	Anchors, grapnels and parts thereof, of iron or steel	7316	50% Domestic Value Addition
37	Articles of iron and steel	7317	50% Domestic Value Addition
38	Articles of iron and steel	7318	50% Domestic Value Addition
39	Articles of iron and steel	7319	50% Domestic Value Addition
40	Springs and leaves for springs, of iron or steel	7320	50% Domestic Value Addition
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	50% Domestic Value Addition
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	50% Domestic Value Addition
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	50% Domestic Value Addition
44	Sanitary ware and parts thereof, of iron or steel	7324	50% Domestic Value Addition
45	Other cast articles of iron or steel	7325	50% Domestic Value Addition
46	Electrical steel and other articles of iron or steel	7326	50% Domestic Value Addition
47	Railway or tramway passenger coaches, not self-propelled	8605	50% Domestic Value Addition
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50% Domestic Value Addition
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50% Domestic Value Addition

Appendix- B

List of Capital Goods (non-exhaustive) which can be imported for Manufacturing Iron & Steel products, and minimum domestic content applicable for the package

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	Mining		
1	**Equipment for Mining development** • Crushing & Screening Plant • Mineral beneficiation (iron ore and coal) plant; (Boundary Limit: from Receiving of ROM at the crusher hopper, comminution, segregation, ore/coal processing up to final product preparation) • Slime Beneficiation • Automatic Loading facilities • Conveyer system	75%	• Wet High Intensity Magnetic Separator / High Gradient Magnetic Separator • Heavy Media Cyclone • Gyratory Crusher • Spiral Concentrator • Online Ash Analyzer • Ball/Rod/AG Mill (Greater than 3.5 m dia)
2	**Mining transportation** • Slurry Pipelines • Long distance conveying system	30%	• PD Pump • Valves • Specialized/rope/pipe conveyor
3	**Other Mining Machinery & Heavy Earth Moving equipment for mines** (Boundary Limit: Equipment for drilling, raising, lading, haulage, and mine preparation)	Not Applicable	• Dumper (above 220 tons pay load capacity), Hydraulic Excavators (above 9 Cubic meter bucket capacity) • Blast Hole Drills 10"(Electric/Diesel) • Diesel driven Track Dozer >850 HP Capacity • Diesel Driven Wheel Dozer >500 HP capacity • Diesel driven Front End Wheel Loader >8 Cubic Meter bucket Capacity
4	**Pellet Plant Equipment** (Boundary Limit – Receiving Ground Hopper for flux & Binder, Belt Conveyor feeding IOF to product pellet belt conveyor)	85%	• Pellet car, High Intensive Mixer, Balling Discs, Vertical roller mill, Drive/discharge end Sprocket assembly, curved rail, Slide rails, Single deck roller screen and Double deck roller screen, Induration Machine Drive assembly, Level-2 automation
	Iron/steel making		
5	**Raw Material Handling System** (Boundary Limit – from Wagon Tippler to respective user units)	95%	• Barrel Couplings, Heavy Duty Bearings, Crane Rail Lubrication System, Slew Ring Bearings, Tongs (Special), Vibration Isolation System (Spring Damper), Hydraulic motor & hydraulic pump (installed in wagon tippler, side arm charger, stacker cum reclaimer, slew stacker), electronic cards, unbalanced motor, cam limit switch of wagon tippler.
6	**Coke Oven Battery** (Both top charged & stamp charged) (From Coal bunker to coke discharge bucket)	90%	• Springs of the anchorage systems, COG booster, stamping train, bonding press

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
7	**Coke Dry Quenching Plant** (From Hot coke receiving bucket to discharge chute of cooling chamber)	90%	• Mill fan & Motor, Special Refractory for Twin Flue of Cooling Chamber.
8	**By-Product Plant** (From Primary Gas cooler to clean coke oven gas up to the network)	90%	• Exhauster & Motor, burner of the clause kiln, Catalyst, Tail gas analyzer, Palletization unit.
9	**Sinter Plant Equipment** (Boundary Limit – Receiving Bin for Raw Material to Vibro-Feeder below Product Sinter Bin)	75%	• Highly Intensive Mixer & Granulator Unit, Pallet cars, Drive Sprocket, Main Drive with Gear Box of sinter machine, slide rail & curved rail, Hot Sinter breaker and Grizzly, Annular Dip Rail Cooler, LCI Drive system for Sinter Plant Exhauster application. • Ignition Furnace Spare parts (Refractory/Control System/Burner Assembly) • Exhauster (Waste Gas Fan) and System Spare Parts
10	**Blast Furnace Equipment** Boundary Limit: **Input** • **Raw material-** Top of bunkers of respective material • **Cold Blast**- Inlet of the snort valve • **Industrial water**- BF pump house **Output** • **Hot Metal**- Filled in the torpedo ladle • **Granulated Slag** - to the granulated slag yard	70%	• Bell less top gear box, upper seal device covering upper material gate and upper seal valve, lower seal device covering lower material gate and lower seal valve, Bleeder valve, Tilting Rocker, Wear liners, Goggle Valve, Equalizing & Relief Valve, Chute Rotation Motors, Distribution chute, Feeder spout, Chutes & Funnels etc. • Hearth Refractory (carbon blocks) • Top Recovery Turbine system (TRT) • Cu-staves • SGI Staves • Cast house equipment (Mud gun, Drilling machine and main trough Manipulator) • Probes, Profilometer & Stock level indicator (radar type) • Gas cleaning plant (AGS system) • Stove system – ceramic burner & technological valve • Waste Heat Recovery system • Turbo blowers • Ball Mill • PCI Injection System • Level-II automation • Copper plate coolers • Tuyere cooler • Stove technological valves • Dewatering Wheel of SGP • Torpedo Ladle Car chain assembly • Dome filled dump Valves • Tuyere stock assembly
11	**Gas based Direct Reduction Plant Equipment** (Boundary Limit: Receipt of raw	50%	• Reactor charging system • Reactor • Reactor discharging system

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	material at the top of the DRI reactor & discharge of hot DRI to EAF)		• Pneumatic transfer to EAF • Discharge route to briquetting system • Briquetting feeding system • Briquetting system • Reduction gas circuit • CO2 removal unit • Process gas heater • Reformer system • Heat Recovery System • Process Gas Compressors • Blowers • Seal Gas System • Flue Gas Fan/ Hot Fan • Process valves • Critical bellows • Critical refractories • Natural Gas pre-treatment system • Level-II automation
12	**Oxygen Plant 700 tpd & Above** (Boundary limit: Water, Power at oxygen plant boundary)	30%	• Main Air Compressor • Booster Air Compressor • Expansion Turbine • Reboiler • Cryogenic Pumps • Heat exchange elements of • ASU • Pressure Column • Main Condenser, Low Pressure Column • Crude Argon Column, Pure Argon Column and Condenser with Condenser Block • Main Heat Exchangers, Pure Argon Evaporator Sub-cooler • LOX-IC-Process Pump • LIN-IC-Process Pumps • LAR-Transfer -Process Pumps • Dense Fluid Expander • Booster Heat Exchangers • Molecular Sieves Switching Valves for PPU • Critical Safety valves • Specialized valves • Control Valves • Cold box • Control Valves GOX-Product • Flow Measuring devices of Cold box • Expander - Brake Generator, Frequency Converters
13	**Steel Processing**		
13.1	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Co-Injection Process** (Hot metal from the blast furnace (BF) is	75%	• Injection Lance and automatic sampling Unit with auxiliaries • De-slagging Machines (slag raking machine) with auxiliaries

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)		• Temp. measuring and sampling device with auxiliaries
13.2	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Mechanical Stirrer (KR) Process** (Hot metal from the blast furnace (BF) is received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)	70%	• Impeller, Impeller lifting & stirring equipment, Guide Frame with auxiliaries • De-slagging Machines (slag raking machine) with auxiliary facilities • Temp. measuring and sampling device with auxiliaries
13.3	**Basic Oxygen Furnace / LD Unit** [Treated hot metal is poured into the BOF converter, where it undergoes processing to convert it into steel, which is then supplied to the ladle furnace (LF)]	65%	• Lance body with clamping, Lance carriage, Lance guide, Lance hoist & trolley, Lance copper tips with auxiliaries. • Pneumatic motors for emergency tilting drive. • Bottom stirring system, valve station & rotary joint along with auxiliaries • Valve stations for oxygen/ argon/ nitrogen with auxiliaries • Sub-lance system with auxiliaries • Container lab with all auxiliaries. • Automatic gas coupling (auto coupler) with auxiliaries. • Converter wrecking machine. • Converter tap hole changing machine • Refractory monitoring (laser) machine. • Converter Shell parts, Suspension System, Rotary joint, Slag Stopper & its control valves • Converter Tilting Drive system & Suspension system, gearboxes & Motors, Pneumatic Motors & control valves, Position Encoders, Clutch system, Lubrication system components. • Ladle Transfer Car Rail Track System (A series type) & gearboxes, stirring couplings. • LOMAS Gas Analyzer, Multi-lab temperature & sample system. • Stirring couplings for ladle transfer Cars. • PLCs and RIOs. • Automation system and software. • Hot Zone Hydraulic Pumps and Valves. • Hot Zone Geared Motors with wheel block. • Converter Bearings. • Air & Electric operated Slurry Compaction Pump. • Primary ID fan, bearings, motors, drives & Lubrication system.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• WDS-Cone
13.4	**Electric Arc Furnace Unit** (Primary materials such as scrap, DRI, pig iron, and hot metal in combination is converted into liquid steel using electrical energy to melt and refine the raw materials)	70%	• Electrode regulation system with auxiliaries • High current system including furnace transformer • Oxygen & Carbon Injection System with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries
13.5	**Ladle Furnace Unit** [Liquid steel is processed/ treated to achieve the desired grade and held as buffer stock before being supplied to the continuous casting machine (CCM)]	70%	• Electrode regulation system with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries.
13.6	**RH/ RH-OB Unit** [The liquid steel is degassed to achieve the required dissolved gas levels and then supplied to the continuous casting machine (CCM)]	65%	• Gas Stirring System/ Lift Gas Stirring System Valve Stand with auxiliaries • Oxygen Lance System with auxiliaries • Hydris Measurement System with auxiliaries
13.7	**Argon-Oxygen Decarburization (AOD) Unit**	70%	• Drive Unit for tilting of AOD converter, Air Motor, Brakes etc. • Lance copper tips • Hoses for water and oxygen • Pneumatic motors for emergency tilting drive. • Bearing for AOD Converter, Emergency Gears for air motor • Valve stations for oxygen/ argon/nitrogen with auxiliaries. • Refractory monitoring (laser) machine • Automation system.
13.8	**VD/VOD**	70%	• Gas analysis (Off-Gas Mass Spectrometers) only sensor. Holder is make in India • Automation and Process control software platform • Vacuum Pump System with Auxiliary • Oxygen tips • Valve stations for oxygen/ argon/nitrogen with auxiliaries.
13.9	**Submerged Arc Furnace (SAF) Unit**	65%	• Clay gun and drill M/c • Electrode equipment • Slipping device assembly • Electrode guiding assembly • Upper & Lower mantle assembly • Pressure ring assembly • Contact shoe assembly • Heat shield assembly • Electrode seal assembly • Pressure ring bellows • Seal refractory • Furnace automation and Controller Software

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
13.10	**Continuous Casting Unit** (Slab Caster/ Billet/ Bloom Round/ Combi/ Beam Blank) [The liquid steel is cast into slabs, billets, or blooms in the continuous casting machine (CCM)]	65%	• Ladle slag detection system completes with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Torch cutting machine/ Emergency torch cutter along with auxiliaries • De-burring machine along with electrical drive system with auxiliaries • Marking machine. • Roll gap checker completes with auxiliaries • Electromagnetic Stirrer (EMS)/ Electromagnetic Braking (EMBr) system along with auxiliaries
14	**Flat Product Mills**		
14.1	**Hot Strip Mills/ Plate Mill** (Boundary Limit: Slab yard to Dispatch Bay, including auxiliaries)	50%	• De-scalars, mill stand, bed plates, backup rolls, Work Rolls, mill spindles, chocks, AGC cylinders, bending blocks & cylinders, shears, down coilers, anti-friction roll neck bearings, oil film bearings, mill reducers, load cells, thickness gauge, profile gauge, width gauge, levelers, roll grinding machines, Coil Marking Machine, Plate Marking Machine, mill stand motors & mill stand MV drive system, automation system, etc.
14.2	**CRM (PLTCM)** (Boundary Limit: Pickling line entry to mill exit)	50%	• Welding machine, tension leveler, mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, roll bending and roll shifting cylinders, mill spindles, load cells, position transducers, Electrostatic Oiler, Side Trimmer, Steering System, Surface Inspection System, thickness gauges, laser speed gauge, tensiometer, Flatness Gauge, tension reel, mill reducers, mill stand motors & mill stand MV drive system, automation system etc.
14.3	**CRM (HDGL)** (Boundary Limit: entry to exit of HDGL including temper mill & tension leveler)	60%	• Welding machine, radiant tube furnaces, jet cooling system, coating pot with induction heating, pot rolls, air knife wiping system, tension leveler, width gauge, thickness gauge, coating thickness gauge, load cells, roll force cylinders, mill stand motors & mill stand drive system, automation system, etc.
14.4	**CRM (SPM)** (Boundary Limit: entry to exit of SPM)	50%	• Mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, Electrostatic Oiler, Coil Marking System, load cells, thickness gauge, mill stand motors & mill

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			stand MV drive system, automation system, etc.
14.5	**CRM (Bell Annealing Furnace)** (Boundary Limit: From furnace bases to post cooling equipment)	55%	• Furnace, automation system, etc.
14.6	**CRM (Color Coating Line)** (Boundary Limit: Entry to exit of CCL)	80%	• Coater, Coating thickness gauge, digital printer, tension leveler, automation, etc.
14.7	**TSCDR (Thin Slab casting Direct Rolling)** (Boundary Limit: From turret to coil finishing & packaging area)	50%	• Ladle slag detection system complete with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Pendulum shear cutting machine. • Segments assembly • Roll gap checker complete with auxiliaries • Electromagnetic Stirrer (EMS)/Electromagnetic Braking (EMBr) system along with auxiliaries, • Tunnel furnace burners • Roughing & Finishing Mill stands, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive and motors, automation system, laminar/power cooling components, hydraulic coilers. Profile gauge, thickness gauge, width gauge. • Nozzles • Grease system and auxiliaries • Hydraulic system and auxiliaries • Gearbox • ROT roll assembly • Roll assembly (Sleeve, Shaft, Roll) • Ladle turret and auxiliaries (Slew bearing, Disc coupling, Gearbox, Hydraulic clutch and Hydraulic Cylinder) • Mould breakout prediction system • Auto mould level control nucleonic gauge • Mould powder feeding system • CNC mould machining system with auxiliaries • Tundish and Turret weighing system • Tunnel furnace refractory rolls. • Tunnel furnace shuttle drive system and gas conveying system. • Backup roll hydrostatic lubrication system • Roll bite lubrication system • In-furnace camera with auxiliaries • Crop shear • Descaler system and component. • Coil marking machine

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• Online Coil weighing system • Cut to Length Stacker System • Roll Shop (CNC Combi grinders, CNC Roll Grinders, CNC Knife Grinders, CNC Turing Machine, Lathe Machines) • Coil Strapping machines • Down coiler system • Mill Measuring system and Sensors (Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Looper Control System along its sensors • Condition based monitoring System and its sensors • Coil shuttle car and pallet conveying system. • Crane coil tong. • RO and UF membranes • Self-cleaning filters
14.8	**Normalizing Facilities for Plate Mill** (Boundary Limit: entry to Normalizing furnace to dispatch of finished plates)	50%	• Furnace burners, Furnace hearth rollers, leveler, load cell, automation
14.9	**SSM (Silicon Steel Mill)** (Boundary Limit: Pickling line entry to dispatch of SSM)	50%	• Mill stand, work roll & backup roll, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system, annealing furnace, decarburizing line, electrical steel testing facilities (e.g. Fischer scope thickness measuring device, Frankline Insulation Resistivity Tester, Magnetic Console, Stacking Factor tester).
14.10	**CRM (Cluster Mill stand)** Sendzimir Mill (Boundary Limit: entry to exit of Sendzimir Mill)	50%	• Sendzimir Mill stand, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
14.11	**HRM (Steckel Mill)** (Boundary Limit: From coiler furnace entry to Steckel Mill and exit to coiler furnace)	40%	• Steckel Mill stand, heated coilers, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
15	**Long Product Mills**		
15.1	**Bar Mill/ WRM/MM/ LSM** (Boundary Limit: From furnace entry to dispatch)	75%	• Fast finishing blocks, Roll turning lathes, Profile Gauge, automation systems, etc.
15.2	**Rail Mill/ Heavy Structural Mill** (Boundary Limit: From furnace entry to exit of the rail welding plant excluding material handling)	45%	• Mill stands, mill motor & drive system, heat treatment facility, straightening machine, NDT facilities, welding machine, Profile Gauge, Hot Saw, Cold Saw, Hot Marking Machine, Roll Turning Lathe, Saw Grinding Machine, automation system, etc.
15.3	**ERWPP (Electrical Resistance Welded Pipe Plant)**	50%	• Pre-forming Unit, Break-Down Stand, Edge Bender, Universal Cage, Finishing Pass

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	(Boundary Limit: From strip feeding to finishing facilities and dispatch of ERWPP)		(multiple stands), Pipe Guide, high frequency welding machine, high power electric inductors, hydro testing, ultrasonic machine
15.4	**SWPP (Spiral Welded Pipe Plant)** (Boundary Limit: From pipe forming to finishing facilities and dispatch of SWPP)	50%	• Submerged arc welding, outside welding (skelp joint), X-ray station, hydro testing, beveling machine, ultrasonic machine, end radiograph station
16	**Wheel Plant**		
16.1	**Wheel Plant** (receipt of round/ingot to finished wheel)	30%	• Circular saw, forging press, wheel rolling mill, wheel dishing press, wheel stamping machine, rim spaying machine, mobile chargers, (Handling Robots), machining facilities, testing facilities, automation system etc.
16.2	**Heat Treatment Facilities for Railway Wheels** (Boundary Limit: exit of Hot Dimension Measurement to Black Wheel Storage)	40%	• Furnace burners, hearth rollers, automatic wheel handling and quenching machine
16.3	**Non-Destructive Testing (NDT) Facilities for Wheels and Rails** (Boundary Limit: entry & exit of NDT facilities)	30%	• Hardness testing machine, Ultrasonic testing machine, Magnetic particle inspection machine, Eddy current testing machine
16.4	**Facilities for Manufacturing of Forged Rolls for Rolling Mill Stands** (Boundary Limit: entry of forged blank roll to dispatch of finished rolls)	30%	• Forging Press, Manipulators, roll hardening machine, Cryogenic treatment facilities, tempering furnaces, roll grinders, roll turning lathes, hardness testing machine, ultrasonic testing machine
16.5	**RGBS/ Roll Shop**	50%	• CNC work roll grinder/CNC combi grinder, CNC Roll turning lathe, • Facilities for Electric Discharge Texturing (EDT) and Electro Discharge Machining (EDM) for rolls
17	**Refractory Brick** (Receipt of raw material to finished brick)	50%	• Hydraulic Press
18	**Electrical** (Power Quality System)	30%	• MVSTATCOM • (Static Synchronous Compensator) System
	Other auxiliary and utility equipment		
19	**Calcination Plant** (Calcined Lime & Dolo)		• Firing system, Shaft level indicator, Automation system • VFD & Soft Starter Cards. Driving Air Blower, Dedusting Draft Fans, Cooling Air Fans, Lime Cooling Fan, Waste Gas Fans, Gas Booster Fan assembly • Hyd. Cylinders, Hyd. Motors, Hyd. Station.
20	**Electric Motor Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Motor with Drive System • Blow-off Valve • Blower non-return valve • Control & Instrumentation items

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
21	**Steam Turbine Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Blow-off Valve • Blower non-return valve • Control & Instrumentation items
22	**Diesel Engine Driven Cold Blast Blower** (Axial/Axial with last stage radial/radial)		• Axial/ Axial with last stage radial Blower/radial Blower and Systems • Diesel Engines • Blow-off Valves • Blower non-return valves • Control & Instrumentation items
23	**Gas Fired/ Heat Recovery Boilers**		• Special Grade Plates & Tubes • Flame Scanner • Instrumentation & controls
24	**Steam Turbine** (Extraction/ BPTG)		• Special Grade Blade Material • Governing System • Turbo Supervisory system • Instrumentation & controls
25	**Gas Holder**		• Gasholder seal, sealant. • Level weight ropes with fittings. • V. R. Valve gaskets • Specialized membranes for double/triple membrane system. • Hydraulics
26	**High pressure gas boosters** (Outlet pressure > 2000 mm WC)		• Gas booster proper including control and bypass valves • Piston Rings • Concentric Ring Type Valves (SS)
27	**Pollution Control Systems**		• TR sets • Controllers • Insulators • ESP electrical components • Control & Instrumentation items
28	**Water & Effluent Treatment System**		• Membranes • Evaporators (Compressor & Titanium Sheet) • HP Pumps • Control & Instrumentation items
29	**Compressed Air Station**		• Centrifugal Compressor core assembly including Impellors, Bull Gear, Pinion Shafts, Bearings, Vibration Probes and Local Control Panel.
30	**Hydrogen Plant**		• Electrolyser unit • HP Compressors • Control & Instrumentation items
31	**Packaged Chillers**		• Compressors • Control & Instrumentation items
32	**Other Utility areas like**– Air conditioning & ventilation system, VAM based chiller system, firefighting system, gas boosters (DP less than 2000 mm WC), cooling water system (pumping station, filters, cooling		• Items / Equipment have sub-components / parts which are imported • Compressors, Chillers, Crane AC units, Expansion Valve, Instruments, High Temperature Application AC.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	towers, heat exchangers, etc.), gas mixing stations, pollution control systems, inter plant piping system		
33	**Electric overhead travelling crane and gantry crane, electric hoist**		• Barrel coupling, heavy duty bearing, crane rail lubrication, slew ring bearings, tongs
34	**Engineering shop**		• CNC lathe, CNC milling machine
35	Power Generation, transmission & Distribution system; Shop Electrics including Power & control system and associated electrical works	As per Minimum local content (MLC) % guideline of Ministry of Power	
Note: All equipment shall be procured/ complied as per the Class-I category of the Ministry of Power guidelines. In case(s) where the equipment is not mentioned in Class-I category, or where classification/specification of the equipment is not explicitly or clearly defined under the Ministry of Power guidelines, the provisions issued by DPIIT for Class-I and Class-II categories shall accordingly be followed.			
36	**Instrumentation items/ equipment ****	As per DPIIT guideline *	• Above / under burden probe system • Profilometer • Burden camera • Tuyere phenomena detection system (TPDS) • Top gas analyzers (CO, CO_2, H_2, O_2, pollutants) • Flow jam switch • Elemental analyzers • Moisture analyzer (Nucleonic) • CV analyzer • Thickness gauge • Hot metal detector • Width gauge • Furnace camera • Multifunction profile gauge • Flatness/shape gauge • Surface inspection system • Laser doppler velocity meter • Optical barrier • Thermal imaging systems for hot rolling • Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Online mechanical property prediction systems (AI + sensors) • Oil film thickness monitoring systems (cold rolling) • X-Ray or Nucleonic Based Coating Thickness Gauges • Mass flow meter • Hydris (hydrogen detection in molten steel) • Mold level measurement • Break-Out Prediction System (BOPS) • Electromagnetic Brake (EMBr) Control & Sensors • Ladle tracking and management system • Slag Detection System (SDS)/ Slag Monitoring Systems

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• BOF Endpoint Detection (Laser-Induced Breakdown Spectroscopy – LIBS) • Sub-Lance Systems (Temp + O_2 + Carbon + Sampling) • Ladle Refractory Wear Monitoring (Laser/Ultrasonic/Infrared) • Continuous Emissions Monitoring Systems (CEMS – imported analyzers for SOx, NOx, PM, CO, CO_2, O_2, H2) • Off-gas analyzer for BOF/ EAF (CO, CO_2, H_2, dust) • Water quality analyzers (pH, Conductivity, Oil-in-water, TOC, Silica, BOD, COD, TSS, TDS, Phenol, Cyanide) • Laser-based gas leak detectors (CH_4, CO, H_2, H2S) • Acoustic / ultrasonic leak detection • Vibration / condition monitoring sensors / Axial shift / Differential expansion monitoring systems • Anti-collision system (Radar/ Laser/ Lidar) • Oven Identification System (OIS) • Pyrometers • LOMAS Analyzers • Master calibrators for pressure, temperature and electrotechnical parameters • Instruments installed in Eirich Mixers in Sinter plant, and Hanzel make lubrication systems. • Governor systems for Turbines and Turbo-blowers • Tail gas analyzers for By-product plant • Force sensors used in Coke bucket Lifter & reversing winch • Encoders, • Hydraulic valve controllers • Instruments installed in BLTs (Tilt switch, sonic sensor, encoders, etc.) • Flame sensors/scanners
37	**Automation items/ equipment ****	As per DPIIT guideline *	
38	**Voice Communication system ****	As per DPIIT guideline *	
39	**Fire Detection and Alarm (FDA) system ****	As per DPIIT guideline *	
40	**CCTV system ****	As per DPIIT guideline *	

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items

Note:

* Instrumentation, automation, communication equipment, Fire Detection & Alarm (FDA) system, and CCTV system shall comply with the domestic content requirements for capital goods in line with Class-I and Class-II supplier norms as per DPIIT as well as MEITY guidelines.

** Highly specialized equipment, components, and critical parts such as semiconductor chips for instrumentation, automation, communication systems, fire detection & alarm (FDA) systems, and CCTV systems are currently being sourced from global technology leaders. However, the overall system assembly, integration, and manufacturing activities are being carried out in India, with the remaining components procured through domestic sources.

Appendix-C

Promotion of Indigenous Technologies in Iron & Steel Sector

1) **Objective:**
To promote self-reliance in the Indian iron and steel sector by incentivizing the adoption, development, and scale-up of indigenous technologies across all stages of steel manufacturing.

2) **Scope:**
This policy applies to Central Public Sector Enterprises involved in steelmaking or putting up a steel manufacturing plant.

3) **Policy Directives:**

3.1 In cases where technology and proof for earlier engineering & supply is available but does not match the present capacity requirement, following conditions will be applicable for indigenous technology providers:

3.1.1 Production capacity reference to be 30% of the capacity of the proposed plant.

3.1.2 Availability of demonstrable tie ups with the vendors.

3.1.3 Experience of detailed engineering of projects for at least 75% of the capacity of the proposed plant.

3.2 In cases where technology is available but no reference for earlier supply is available, following conditions will be applicable for indigenous technology providers:

3.2.1 The indigenous technology supplier has done detailed engineering of projects matching at least 75% of the features of the proposed project.

3.2.2 The indigenous technology supplier has done detailed engineering matching 100% of the critical features of the proposed project.

3.2.3 Availability of demonstrable tie ups with the vendors.

3.2.4 Demonstrable evidence of technology availability (IPR or other sufficient evidence).

3.3 In cases where no Indian technology is available, a foreign technology supplier committing to transfer technology, including training and handholding to an Indian CPSE (including the procuring entity), within three years, shall be considered as deemed Class-I supplier irrespective of percentage of Domestic Value Addition. In this case, purchase preference shall be given to the foreign technology supplier as defined in DPIIT's Public Procurement (Preference to Make in India) Order amended from time to time.

4) **Implementation Oversight:**
The Standing Committee constituted by Ministry of Steel shall monitor implementation, resolve disputes, and update the eligibility and incentive criteria periodically.

Form-1

Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)

*For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.

I, _____, Resident of _____, being the authorised signatory of M/s _____,

do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____ dated _____. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):

Name of product(s): _____

HS Code(s): _____

Appendix classification: Appendix-A / Appendix-B (select as applicable)

Procuring agency: _____

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition

I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically:

The steel was melted and poured in India.

The first solid shape (slab/billet/ingot/other) was produced at the following location(s):

Steelmaking facility: _____Location: _____ Heat numbers; Batch details: _____

I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency.

(If not applicable, write "Not Applicable".)

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:

I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____ %. The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy.

(If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.

If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

6. I undertake to maintain the relevant records, and make them available to any statutory authority.

7. Declaration: I do hereby declare that the statements made above are true to the best of my knowledge and belief. I understand that any misrepresentation shall attract penalties under the DMI&SP Policy, applicable laws, and tender conditions.

For and on behalf of

(Place & Date)

M/s _____

(Authorised Signatory)

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

ABHIJIT NARENDRA, Jt. Secy.

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Annexure-2

(to be submitted in Bidder's letter head)
[Item rate /EPC /Package Contracts]
UNDERTAKING ON LETTERHEAD

Item / Works:
Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part..... dated .....including its amendments thereafter (if any)".
We confirm:

- that we will comply the Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India.

- that we will submit Notarized Affidavit of Self Certification of Domestic value addition in Iron & Steel Products and submit to Owner/ EIL at the time of delivery of related iron and steel products required under the bidding document.

Sign & Stamp of bidder

Annexure-2A

(to be submitted in Bidder's letter head)

[for Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses]

Item:

Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part -..... dated..... including its amendments thereafter (if any)".

We confirm:

- that we will comply the Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India.

- that we will submit authorization certificate issued by the domestic manufacturer at the time of delivery of related iron and steel products required under the enquiry document.

Sign & Stamp of bidder

Annexure-3

DECLARATION OF NON-APPLICABILITY OF DMI&SP POLICY

(to be submitted in Bidder's letter head)
UNDERTAKING ON LETTERHEAD

Item / Works:
Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products DMI&SP) in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part ..... dated ..... including its amendments thereafter (if any)".

We confirm that, we have understood the scope and terms & conditions of above mentioned DMI&SP Policy and also confirm that, based on the Prices quoted by us for each individual item, DMI&SP Policy is not applicable for the following items –

Where evaluation is on Item wise basis	
S. No	MR Item No
1	
2	
3	

Where evaluation is on Group wise basis		
S. No	Group	Item no of the respective group
1		
2		
3		

Further, in case at any stage before or after award, if it is observed by the EIL/OWNER the value of the above items is more than INR 5 Lakhs (Excluding Freight and GST) it shall be construed as the false/wrong declaration and procuring entity is entitled to take penal action as per provision of Bidding Document.

Sign & Stamp of Bidder

Annexure-4

Item / Works:

RFQ/Bidding Document no:

Form-1

Affidavit (Notarized) of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B)*
**For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.*

I,_____, Resident of _____, being the authorized signatory of M/s _____, do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____ dated _____. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):-

   Name of product (s):.....
   HS Code (s):.....
   Appendix classification: Appendix-A / Appendix-B (select as applicable)
   Procuring agency: .....

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition
   I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically: The steel was melted and poured in India.

   The first solid shape (slab/billet/ingot/other) was produced at the following location(s): as specified below / as per Form-1A *(strike through which is "Not Applicable").*
   Steelmaking facility: .....
   Location: .....
   Heat numbers:.....
   Batch details: .....

   I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency. *(If not applicable, write "Not Applicable".)*

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:
   I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____% / as per Form-1A *(strike through which is "Not Applicable").* The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

   4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy. (If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.
   If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

6. I undertake to maintain the relevant records, and make them available to any statutory authority.

7. Declaration: I do hereby declare that the statements made above are true to the best of my knowledge and belief. I understand that any misrepresentation shall attract penalties under the DMI&SP Policy, applicable laws, and tender conditions.

For and on behalf of M/s _____

(Authorised Signatory)
(Place &
Date)

Note: Bidder may submit information sought against clause no 2, 3 and 4 in Form-1A if required. In that case, Form-1A also shall be part of Affidavit.

FORM-1A

(Applicable for the iron and Steel products specified in Appendix-A only)

BIDDER:	
TENDER / RFQ NO:	
PROCURING AGENCY:	
APPENDIX CLASSIFICATION:	Appendix-A

MR Item No	Name of product (s):	HS Code (s)	Steelmaking facility:	Location:	Heat numbers	Batch details:	Domestic Value Addition (DVA) for the product(s) in %.
shall be referred from MR		These columns shall be filled for items with required condition as "Melt & Pour"					This column is applicable for items "condition" with specific DVA.
							.....%
							.....%
							.....%
							.....%
							.....%

Note –

a. Bidder to refer "Condition" and "Domestic Value Addition" specified in Appendix-A while certification of the above Form-1 and Form-1A.
b. Form-1A shall form part of Affidavit (Form-1)

APPENDIX V TO ITB
(POLICY OF HOLIDAY LISTING OF VENDORS IN BPCL)

Policy for holiday listing of vendors in BPCL

1. Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various "Agencies" (which shall include vendors/parties/contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process.

Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors form committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis.

Holiday Listing from business dealings involves civil consequences for the "Agency" concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing" and the term Holiday Listed Companies is used accordingly in this document.

2. Scope :

2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.

2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by BPCL.

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2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

3. **Definitions :**

In these Guidelines, unless the context otherwise requires

(i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'.;

"Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

(ia) Allied Agency means: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. 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 firm
c. Substantial or majority shares are owned by the banned / suspended firm 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 firms will also be considered as allied firms.

(ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".

(iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:

The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

(iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

(v) Corrupt Practice: "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.

(vi) Fraudulent Practice: "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;

(vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-

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competitive levels and to deprive the Employer of the benefits of free and open competition.

(viii) Coercive Practice: "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.

(ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

(x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

(xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines

(xii) Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

(xiii) Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

4. Holiday Listing:

4.1 Reasons for Holiday Listing : An Agency may be placed in Holiday List for any one or more of the following circumstances:

4.1.1. If the Agency , in the context of its dealings with the Corporation:

a. has indulged in malpractices ;
b. has submitted fake, false or forged documents / certificates
c. Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
e. has deliberately indulged in construction and erection of defective works or supply of defective materials
f. Has not cleared previous dues to BPCL if applicable.
g. Has committed breach of contract or has abandoned the contract.
h. Poor performance of the Agency in one or several contracts;
i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

4.1.2.The following additional grounds can also be reasons for Holiday listing of an agency:

a. If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;

b. If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;

c. Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2 Procedure :

4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;

4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer – In –Charge or the designated incharge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

4.2.4. On preliminary examination of the proposal with attached documents, if the vendor delistment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation

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4.2.6. On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.

4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.

4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :

- Approve the proposal for Holiday Listing as such, OR
- Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case, OR
- Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case, OR
- Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.

4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge /Department responsible for invitation of bids.

However, if any agency , which is under holiday listing process with BPCL, has participated in a tender by submitting bid, the department responsible for initiating the holiday listing process shall expedite completion of the same within 21 days of technical bid opening , based on which the tender can be proceeded with.

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4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year (6 months in less serious cases with proper justification) and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15 years
2	Submitted fake, false or forged documents / certificates	3 years
3	has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipment's supplied by BPCL	15 years
4	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules, safety norms, environmental norms or other statutory requirements	3 years
5	has deliberately indulged in construction and erection of defective works or supply of defective materials	3 years
6	has not cleared BPCLs previous dues if applicable	1 year
7	has committed breach of contract or has abandoned the contract	3 years
8	Poor performance of the Agency in one or several contracts	1 year
9	has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL	1 year
10	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11	has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL	15 years
12	If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13	Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency;	3 years

4.2.13. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, .no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

4.2.14. Provision for Appeal;

(i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.

(ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;

(iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;

(iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also give an opportunity for personal hearing, to the Appellant Agency;

(v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :

a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR

b) Annul the order of the Competent Authority.

(vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.

(vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Annexure III

(viii)No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

4.2.15. Effect of Holiday Listing

(i) No enquiry / bid / tender shall be entertained with an Agency (including Allied Agency) as long as the 'Agency' name appears in the Holiday list.

(ii) If an 'Agency' is put on the Holiday list during tendering :

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before

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opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .

b) If an'Agency'is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;

bb) In case, any debarred firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

c) If contract with the 'Agency' concerned is in operation, (including cases were contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

(iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

5. **Declaration by Bidders regarding Holiday Listing status:**

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

Bidder should submit a declaration to the effect that he has not been convicted of an offence–

(a) under the Prevention of Corruption Act, 1988: or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

6. **Revocation of Holiday Listing:**

6.1 An order for Holiday Listing once passed for a certain specified period shall be revoked as under:

6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Department.

6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

7. **Publishing of holiday listing information in BPCL Web-site:**

7.1 Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;

7.2 All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.

7.3 All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.

7.4 To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.

7.5 If any Communication is received from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV

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FORMAT for Declaration of Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG.

(On Company Letter Head, to be signed by the duly authorized person)

Date: _____

TENDER NO. : .....

TITLE OF TENDER: .....

To,
Bharat Petroleum Corporation Ltd

Dear Sir/Madam,

I /We declare and confirm that we are currently not serving any Holiday Listing orders issued by BPCL or MOPNG debarring us from carrying on business dealings with BPCL/ MOPNG or convicted of an offence –

(a) under the Prevention of Corruption Act, 1988: or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(Signature and Stamp of the Bidder)

Bidder Name:

Date :

Address:

APPENDIX VI TO ITB
(DELETED)

APPENDIX VII TO ITB
(ACKNOWLEDGEMENT CUM CONSENT LETTER)

ACKNOWLEDGEMENT CUM CONSENT LETTER

To

Mr. L. Thavurya , GM(SCM),
Engineers India Limited,
l.thavurya@eil.co.in

ATTN : Mr. L. Thavurya , **GM(SCM),**

NAME OF WORK :

BIDDING DOCUMENT NO. :

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Document along with enclosures for subject works, downloaded from website as per the Master Index for our use in preparing the Bid.

We undertake that the contents of the above Bidding Document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A. We intend to bid as requested for the subject works and furnish following details with respect to our quoting office:

i. POSTAL ADDRESS : _____

_____

_____

ii. TELEPHONE NUMBER : _____

iii. TELEFAX NUMBER : _____

iv. CONTACT PERSON : _____

v. E-MAIL ADDRESS : _____

vi. MOBILE NO. OF BIDDER : _____

B. Contact person at Delhi, if any:

i. POSTAL ADDRESS : _____

_____

_____

ii. TELEPHONE NUMBER : _____

iii. TELEFAX NUMBER : _____

iv. CONTACT PERSON : _____

v. E-MAIL ADDRESS : _____

vi. MOBILE NO. OF BIDDER : _____

C. We are unable to bid for the reasons given below and we are returning back the entire set of Bidding Documents.

Reasons for non-submission of Bid:

_____

_____

_____

AGENCY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

NOTE: Bidder is requested to furnish the details mentioned at A and B or C immediately after receipt of Bidding Document.

(SIGNATURE OF BIDDER)

APPENDIX VIII TO ITB
(INSTRUCTIONS TO BIDDERS FOR E-TENDERING.)

APPENDIX-IV to ITB

E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: https://eprocure.gov.in) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

https://eprocure.gov.in/eprocure/app .

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (http://tenders.eil.co.in) . These details would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at http://eprocure.gov.in/eprocure/app and the remaining part is same as above and below.

6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) To avoid Network congestion, Bidder is recommended to upload file size of up to Maximum 35 MB per part. However, in case file size exceeds 35 MB, bidder may compress the files by scanning with 75 dpi setting as per s.no 4 below and can use additional 25 MB space ("My Documents") provided to the bidder as per s.no 5 below.

4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 75 dpi with black and white option. However, Price Schedule / SOR shall be strictly in XLS format without altering any contents of the formats uploaded by EIL in their Bidding Document.**

5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in due date and time of bid submission. 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 the uploaded bid will be rejected.

5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other

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details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.

WITHDRAWAL OF BID

It may please be noted that bidders now have an additional feature of withdrawing their bids before due date and time. After submitting the bid on the CPP Portal, if the bidder wishes to withdraw his bid, he can do so. However, if the bidder withdraws his bid, he will be exempted from further participation in the tender and won't be able to submit his bid again for that particular tender.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232 and Mobile Nos +91-7878007972, +91-7878007973.

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Procedure for obtaining Digital Signature by Foreign Vendors

This document gives the procedure to be followed by bidders who are resident of countries other than India for participating in Online Tendering Activity.

As per the IT ACT 2000, all bidders who participate in the online bidding process in this site should possess a valid Digital Signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (https://cca.gov.in). The following document gives the procedure that is generally followed by various vendors.

Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Identity Proof (ID Proof) of the person in whose name DSC has to be issued (E.g. Passport copy)
2. Bank account statement in country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.
3. Copy of the Trade license attested by any one of the authorities as specified in Point 2 above.
4. As the Individual is representing the company, an Authorization on company's letter head as given in the form
5. Copy of the Authorization letter or invitation letter from department for the participation in the tender by any one of the tender inviting authority.

As of now, it is learnt that GNFC, TCS, eMudhra issue DSCs with the above procedure. The copy of the nCodes, TCS and eMudhra Format is enclosed as Annexure; the Copies of other vendors will be made available on receipt of information from these vendors.

Note: The Information given by the vendors is attached for facilitating the Foreign Nationals to procure DSCs from the Indian CA authorized vendors for information purpose only as shared by the respective CA's.

Please find below the details of various vendors and procedure for obtaining DSC:

- **GNFC**
- **Tata Consultancy Services**
- **eMudhra**

Customer Identification Number: _____ (For Office Use Only)

Instructions:

1. This Form is divided into 2 parts: Form A and Form B.
2. Form A contains details of certificate applicant and needs to be filled up each time.
3. Form B contains organizational details and needs to be filled up only once for an Enterprise / Organization.
4. Please fill the form in BLOCK LETTERS in English only.
5. (n)Pro refers Class 3 Organization and will bear Object Identification as 2.16.356.100.2.3.
6. As per New Inter-portability Guidelines ver. 2.1, all the DSCs issued from 4th April 2011 to 31st Dec 2011 will carry the validity of ONE year
7. Separate DSC for Signing & Encryption will be issued

Affix recent Passport Size Photograph of the applicant

(Sign across photo)

FORM A

TYPE OF DIGITAL CERTIFICATE:

1.Class IIb: ☐ 2.Class IIIb: ☐ 3.Class IIIc: ☐ Validity: 1Year. ☐ 2Years. ☐

NAME OF THE APPLICANT (As required in the DIGITAL CERTIFICATE)

(Please ensure that the name as it appears in the Identity Proof matches with the name mentioned below)

Surname	First Name	Initials

Office Address:

Town / City / District:

State / Union Territory:

Pin Code: Department

Contact No.: STD Code: Ph: Fax:

Mobile Phone No.:

Date of Birth: DD MMM YYYY

E-Mail Address:

Identity Details: No.

(Please Tick & Fill Any One) Passport

FORM B

Organizational Details to be Filled up only Once for an Organization (Please disregard if already submitted)

Company Name:

Corporate / Register Company Address:

Town / City / District

State / Union Territory

Pin Code

Contact No. STD Code: Ph: Fax:

Corporate Website (URL)

Income Tax Pan No.:

Bank Details

Bank Name

Bank A/C No

I hereby agree that I have read and understood (n)Code Solutions CA CPS and the subscriber agreement and promise to abide the same. I acknowledge that informations provided in Form A & Form B are correct to my knowledge.

Place: _____

Date : _____

Signature Of Applicant

[Name:]

Customer Identification Number: _____ (For Office Use Only)

[redacted]

Documents Required and Submitted by the Applicant (POR : Proof of rights documents)

Documents required only once for an Organization / Enterprise for all classes of certificates: IIb, IIIb, IIIc

Certified true copy (from Company Secretary / Director / Partner / Proprietor of the organization:

- Valid business license document
- Authorization Letter in favor of the certificate applicant from the applicant organization (as per the format attached herewith, on the Company's Letterhead Only)

Documents to be Attested by Indian Embassy/High Commission / Consulate / Apostille in the country where applicant is located:

- Latest photograph of the applicant on the form
- Passport Copy
- Bank account statement in country of residence

PHYSICAL PRESENCE IS REQUIRED FOR CLASS IIIb CERTIFICATE APPLICANT

For further details contact (+91 33 2637 4024 / +91 33 2640 4086)
Or, can be deposited directly in any of the HDFC Bank's Branch,
H R Infracon Limited, A/C No.: 02082320001689
G T Road Branch, Howrah, IFSC - HDFC0000208
Bank Swift Code No.: HDFCINBB

Visit Us : www.hrinfracon.com E-Mail : hrinfracon@gmail.com Phone No.: (+91 33 - 2640 4086 / 2637 4061)

Note :

- Applicants for Class IIb & Class IIc certificate shall present themselves at the LRA location where the registration form for Digital Certificate was sent, for verification of physical presence.
- Please refer to the CPS for more information.

Signature Verification (Authorization) Letter

(This Authorization Letter is required on the Organization's letterhead)

To,
(n) Code Solutions,
A Division of Gujarat Narmada Valley Fertilizers Company Limited.

This is to certify that Mr. / Ms. _____(Certificate applicant) has provided correct information in the Application form for issue of Digital Certificate to the best of my knowledge and belief and is working with _____ (organization name). He / She is hereby authorized to obtain a Class IIb, IIIb & IIIc Digital Certificate issued by (n)Code Solutions CA.

Details of Authorized Signatory:

Name : _____
Designation : _____
Organization Name : _____
Signature of Authorized Person : _____
(with stamp of Organization / Office)
Date : _____
Place : _____

PRINT DOWNLOAD

TATA CONSULTANCY SERVICES
Experience certainty.

CERTIFYING AUTHORITY
Recognized by the controller of Certifying Authorities

TATA CONSULTANCY SERVICES LIMITED – CERTIFYING AUTHORITY
REQUEST FORM FOR CLASS 3 CERTIFICATE
INSTRUCTIONS

Affix recent passport-size photograph of the applicant. Applicant to sign across the photograph

USER TYPE – COMPANY

Validity of DSC*

☐	1 year	☐	2 Years

E-Mail Address*^

Alternative E-Mail Address

Corporate / Branch / Registered office - Organisation Details

Name*^

House Identifier*^

Street Address*^

City*^ Pin Code*^

Country*^ State*^

Telephone* Mobile

FAX

PAN*

Applicant Details

Gender* ○ Male ○ Female

Surname^ Given Name*^

Father/Husband's Name Initials^

House Identifier*

Street Address*

City* Pin Code*

Country* State*

Telephone* Mobile

Nationality*

DOCUMENT CHECKLIST FOR COMPANY TYPE OF CERTIFICATE

Corporate / Branch / Registered office (any one ATTESTED copy required)

☐ Public & Private limited

☐	Certificate of incorporation		☐	Business commencement	
☐	Memorandum and articles		☐	Latest annual report.	

☐ Partnership Firms

☐	Partnership deed	

☐ Proprietorship firms

☐	Latest bank statement		☐	Latest income tax return	
☐	Latest balance sheet		☐	Sales tax certificate	
☐	Business commencement licence				

Subscriber proof of identity and residence(ATTESTED copy required)

☐ Identity and Residence

☐	Passport		☐	Driving License	
☐	Photo Identity Card				

☐ Identity

☐	PAN Card		☐	Passport	
☐	Driving License		☐	Bank A/C Passbook with Photo	
☐	Photo Identity Card				

☐ Residence

☐	Latest Telephone Bill		☐	Latest Electricity Bill	
☐	Latest Bank Statement		☐	Passport	
☐	Driving License/RC		☐	Water Bill	
☐	Gas Connection		☐	Service Tax/VAT Tax/Sales tax Registration Certificate	
☐	Voter Identity Card		☐	Property Tax	

☐ Letter of Authority* Letter of Authority

Annexure A - Letter of Authority

I, _____ in the capacity of the _____ of _____, authorize _____, whose signature is attested below to carry out all the necessary formalities on behalf of _____ for the application of a Class-3/Class-2 Digital Signature Certificate with the validity period of _____ year(s).(required validity period needs to be mentioned)

_____
Signature and Designation
of Authorizing Person

_____
Signature and Designation
of the Applicant

Note: Guidelines on how to fill the Letter Of Authority based on type of organization.
1. Public & Private Limited Companies: The applicant of the certificate has to get himself authorized by the superior to whom he/she reports in the said company. If the applicant himself is the head of the organization, he can authorize himself.
2. Partnership Firms: The partner who is the applicant of the certificate has to get himself authorized by the other partner of the said partnership firm.
3. Proprietorship Firms: The proprietor who is the applicant of the certificate has to self authorize as he is the whole & sole responsible of the proprietary concern.

Applicant Declaration	RA Declaration
I hereby confirm that I have read and understood the above instructions and will follow the above instructions for obtaining and using the Digital Signature Certificate.	I hereby confirm that I have received and verified the documents submitted by the subscriber.
Date:	Date:
Place: Signature of the Applicant	Place: Signature of the RA Officer

RA OFFICE NAME : TCS-CA - Registration Authority / **USER ID :** _____ / **REQUEST NUMBER :** _____

The certificate Request Form, Online Enrollment Form, Demand Draft and the supporting documents as per the document checklist have to be forwarded to the following address:

Duly mark the envelope as 'APPLICATION FOR DIGITAL CERTIFICATE'

TCS-CA - Registration Authority

_____

_____

_____

Instructions For Form Filling

- Items marked with * are mandatory.
- Items marked with ^ are mandatory and prepopulated in the Certificate request form.
- Items highlighted with black border are modified fields and require reverification.
- If you want a DSC with PAN. Please select PAN card as proof of identity.
- The applicants name in the Digital Signature Certificate is combination of 1) Surname,2) Given name, 3) Initials in the mentioned order(1 and 3 are optional). Please provide details accordingly.

Instructions for Document Checklist

- Copies of the selected documents must be provided to TCS-CA to authenticate the identity & proof of residence.
- In the case of foreign nation, all the validation documents must be notarized by the public notary of the respective country in English.
- Single document copy for both Identity and address proof may be considered. However, if the address in the Photo-id is different from the Address given in the application then a separate Address proof must be insisted & collected.
- **Attestation of Copy :** Gazetted officers, OR Bank Manager OR Post Master.Otherwise the RA may verify the copy of the identity and address proof against the original documents and certify the copy stating that has been verified against the originals. Such a copy should be signed by the authorized person of the RA and should bear name and address of the signatory.
- Online enrollment form which is generated on TCS-CA web portal must be submitted along with the request form and other validation documents.

Instructions For Form Filling	
E-mail Address	Enter your **E-mail Address**. Maximum limit 0f 64 alphanumeric characters. Must be in the format of **name@domain.com**
Alternative E-mail Address	Enter your **Alternative E-mail Address**. Maximum limit 0f 64 alphanumeric characters. Must be in the format of **name@domain.com**
Organisation/Office Name	Enter your **Organisation/Office Name**. Maximum limit of 64 alphanumeric characters.
Organisation/Office House Identifier	Enter your **Organisation/Office House Identifier**. Maximum limit of 60 alphanumeric characters.
Organisation/Office Street Address	Enter your **Organisation/Office Street Address**. Maximum limit of 60 alphanumeric characters.
Office city	Enter your **Office city**. Maximum limit of 32 alphanumeric characters.
Office PIN Code	Enter your **Office PIN Code**. Maximum limit of 10 alphanumeric characters.
Office Country	Enter your **Office Country**
Office State	Enter your **Office State**. Maximum limit of 32 alphanumeric characters.
Office Telephone Country Code	Enter your **Office Telephone Country Code**. Maximum limit of 2 numbers.
Office Telephone Area Code	Enter your **Office Telephone Area Code**. Maximum limit of 4 numbers.
Office Telephone	Enter your **Office Telephone**. Maximum limit of 15 numbers.
Office Mobile County Code	Enter your **Office Mobile County Code**. Maximum limit of 2 numbers.
Office Mobile	Enter your **Office Mobile**. Maximum limit of 15 numbers.
Office FAX Country Code	Enter your **Office FAX Country Code**. Maximum limit of 2 numbers.
Office FAX Area Code	Enter your **Office FAX Area Code**. Maximum limit of 4 numbers.
Office PAN	Enter your **Office PAN**. Eg. AAAAA1111A. Maximum limit of 10 alphanumeric characters.
Surname	Enter your **Surname**. Maximum limit of 64 alphanumeric characters.
Given Name	Enter your **Given Name**. Maximum limit of 64 alphanumeric characters.
Father/Husband's Name	Enter your **Father/Husband's Name** if you want **Father/Husband's Name** to appear in your Certificate. Maximum limit of 64 alphanumeric characters.
Initials	Enter your **Initials** if you want **Initials** to appear in your Certificate. Maximum limit of 64 alphanumeric characters.
Residential House Identifier	Enter your **Residential House Identifier**. Maximum limit of 60 alphanumeric characters.
Residential Street Address	Enter your **Residential Street Address**. Maximum limit of 60 alphanumeric characters.
Authorized Applicant city	Enter your **Authorized Applicant city**. Maximum limit of 32 alphanumeric characters.
Authorized Applicant PIN Code	Enter your **Authorized Applicant PIN Code**. Maximum limit of 10 alphanumeric characters.
Authorized Applicant Country	Enter your **Authorized Applicant Country**
Authorized Applicant State	Enter your **Authorized Applicant State**. Maximum limit of 32 alphanumeric characters.
Authorized Applicant Telephone Country Code	Enter your **Authorized Applicant Telephone Country Code**. Maximum limit of 2 numbers.
Authorized Applicant Telephone Area Code	Enter your **Authorized Applicant Telephone Area Code**. Maximum limit of 4 numbers.
Authorized Applicant Telephone	Enter your **Authorized Applicant Telephone**. Maximum limit of 15 numbers.
Authorized Applicant Mobile County Code	Enter your **Authorized Applicant Mobile County Code**. Maximum limit of 2 numbers.
Authorized Applicant Mobile	Enter your **Authorized Applicant Mobile**. Maximum limit of 15 numbers.
Authorized Applicant Nationality	Enter your **Authorized Applicant Nationality**. Maximum limit of 32 alphanumeric characters.

Documents checklist: Public & Private limited	
Certificate of incorporation	Enter your **Certificate of incorporation** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **Certificate true copy** from either the **company secretary / Director** of the company
Business commencement	Enter your **Business commencement** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **Certificate true copy** from either the **company secretary / Director** of the company
Memorandum and articles	Enter your **Memorandum and articles of association** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **Certificate true copy** from either the **company secretary / Director** of the company
Latest annual report.	Enter your **Latest annual report** identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Documents checklist: Partnership Firms	
Partnership deed	Enter your **Partnership deed** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **Certificate true copy** from either the **company secretary / Director** of the company
Documents checklist: Proprietorship firms	
Latest bank statement	Enter your **Latest Bank statement** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **latest bank statement** certified by the **bank manager** of the bank where the account is held.
Latest income tax return	Enter your **Latest income tax return** identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Latest balance sheet	Enter your **Latest balance sheet** identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Sales tax certificate	Enter your **CST** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **licensed copy** issued by sales tax authority.
Business commencement licence	Enter your **Business commencement** identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a **license issued by central / state government** to do business in India.
Documents checklist: Identity and Residence	
Passport	Enter your **Passport number** as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your **Driving License** number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Documents checklist: Identity	
PAN Card	Enter your **PAN card** number as in the enclosed attested copy of your PAN Card. Eg. AAAAA1111A. Maximum limit of 32 characters.
Passport	Enter your **Passport number** as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your **Driving License** number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Bank A/C Passbook with Photo	Enter your **Bank Account** number as in the enclosed attested copy of your Bank Account Passbook which is up to date. Eg. 000401532978. Maximum limit of 32 characters. **Same should be signed by an individual with attestation by the concerned Bank official.**
Photo Identity Card	Enter any **Photo Identity Card** number as in the enclosed attested copy of your Identity Card. Eg. 556789. Maximum limit of 32 characters. **Issued by the Ministry of Home Affairs of Centre/State Governments or Any Government issued photo ID Card bearing the signatures of the individual.**
Documents checklist: Residence	
Latest Telephone Bill	Enter your **Latest Telephone Bill**. Maximum limit of 32 alphanumeric characters. **The bill must be recent proof,but not earlier than 3 months from the date of application should be attached.**
Latest Electricity Bill	Enter your **Latest Electricity Bill**. Maximum limit of 32 alphanumeric characters. **The bill must be recent proof,but not earlier than 3 months from the date of application should be attached.**
Latest Bank Statement	Enter your **Bank Account** number as in the enclosed attested copy of your Latest Bank Statement. Eg. 000401532978. Maximum limit of 32 characters. **Same should be attested by the the concerned Bank official.**
Passport	Enter your **Passport number** as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your **Driving License** number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Documents checklist: Letter of authority	
Letter of Authority	Enter Submitted or enclosed if you have enclosed attested copy of **Letter of Authority**.

Instructions for Certificate Management

- All subscribers are advised to read Certificate Practice Statement of CA.
- The certificate shall be downloaded onto the same computer / Hardware device (USB token, Smart card etc.) by login as same computer user account from where the request was initiated.
- The certificate must not be shared with others or used by them on your behalf
- Certificate revocation is permanent and irreversible. If your certificate is revoked, you will have to reapply for a fresh certificate.
- It is your responsibility to remember the passwords that are used while generating/exporting the certificates/keys.
- If you lose your key pair, you shall inform the RA Administrator immediately and apply for the revocation of your certificate.
- After placing an online request for a certificate, the following activities shall not be carried out until the certificate is successfully downloaded:
  - Formatting of the computer
  - Deletion of computer user account used to logon when the request was initiated

- Reinstallation or upgrade of the Internet browser on the computer from which the certificate request was initiated.

- Incomplete/Inconsistent application is liable to be rejected.

Close

APPLICATION FOR DIGITAL SIGNATURE CERTIFICATE

(FOR FOREIGN INDIVIDUAL)

Application ID Number (For office use only): (For Signature Application only)

(For Encryption Application only)

Instructions:

1. Please fill the form in BLOCK LETTERS and (*) MARKED Fields are Mandatory.
2. Inconsistent/incomplete applications are liable to be rejected.
3. Attestation of documents by any: Gazetted Officer OR Bank Manager OR Post Master OR present originals to our Registration Authority for verification.
4. For Foreign Individuals without a valid Indian Visa the document attestation has to be done by the Indian Embassy
5. All subscribers are advised to read Certification Practice Statement and Subscriber agreement of eMudhra available at www.e-mudhra.com
6. At Par Cheque / Demand Draft to be drawn in favour of **eMudhra Consumer Services Ltd.**
7. For Class III Digital Signatures it is mandatory for the applicant to be physically present before official / agents off eMudhra to complete in person verification
8. All Corrections in the application shall be attested by the applicant

Affix recent Photograph of applicant duly signed across

1A. CERTIFICATE CLASS:*	1B. CERTIFICATE TYPE:*	2. CERTIFICATE VALIDITY:*	3. USB TOKEN:*
☐ Class 2 Gold	☐ Signature	☐ 1 Year	☐ Required
☐ Class 3 Platinum	☐ Encryption	☐ 2 Year	☐ Not Required

4. Certificate Category:* ☐ Individual ☐ Organisation

APPLICANT DETAILS* (As per applicant's valid ID Proof at Sl.No.11 below)

5. Name:* Mr./Ms./Dr. FIRSTNAME MIDDLENAME LASTNAME

6. Date of Birth:* DDMMYYYY **7. Gender:*** ☐ Male ☐ Female **8. Nationality**

9. Father/Spouse's Name FIRSTNAME MIDDLENAME LASTNAME

10. Residential Status* ☑ Non-Resident **11. email id**

12. PAN Number of Applicant (Mandatory if the signature is required for filing Income Tax Returns in India)

CONTACT DETAILS* of INDIVIDUAL APPLICANT

13. (++) Address for communication : **Residence** ☐ **Office** ☐ **(As per proof Submitted)**

(Door No., Name of the premises, Road, Area, City, State and Pin code needs to be filled)

Pincode City State

Telephone No. (e.g. +91-80-23333333) Mobile No. (e.g. + 91-9999999999)

CONTACT DETAILS* for APPLICANT'S ORGANISATION ADDRESS IF APPLYING ON BEHALF OF ORGANISATION

14. Organisation Details: * ☐ Corporate Office ☐ Head Office ☐ Registered Office ☐ Branch Office

Organisation Name

Department

Registration Number

Date of Incorporation / Proprietorship Commencement / Partnership Agreement

Address :

Pincode City State

Telephone No. (e.g. +91-80-23333333) Mobile No. (e.g. + 91-9999999999)

Fax No. (e.g. +91-80-23333333)

Corporate Website (URL

PAN No. of Organisation* Attach photo copy)

Organisation's: *

Bank Name

Branch Name & Place

Account Type ☐ Savings ☐ Current

Account Number

IDENTIFICATION DETAILS*

15a.Passport Details:*

Passport number

Passport Issuing Authority

Passport Expiry Date

15b.Visa Details: (Mandatory and Applicable if the applicant is in India)*

Visa issued By

Visa valid from

Visa Expiry Date

15c.Valid Identity Details:* ☐ Passport ☐ Driving License ☐ PAN Card

(Please tick any one and fill the ID number and attach attested copy of ID proof)

PAYMENT DETAILS*

16. Mode of Payment * ☐ Online / Net Banking ☐ At Par Cheque/DD ☐ NEFT

Online Payment Details

Transaction/Reference No.

Bank Name

Account Type

Amount Rs.

Date

Cheque/DD Payment Details

Cheque /DD No.

Bank & Branch Name

Account Type

Amount Rs.

Date

DECLARATION*

I hereby agree that I have read and understood the provisions of eMudhra Certification Practice Statement (CPS) and the subscriber agreement and will abide by the same. The information provided in this Digital Signature Certificate request form is true and correct to the best of my knowledge and I accept publishing my certificate information in eMudhra repository.

Date :*

Place:*

Name of the Applicant:

Signature:

Seal ans Stamp (as applicable):

TO BE FILLED BY RA OFFICE ONLY*

I declare that the applicant has provided correct information in this application form. I have checked and verified the application form and supporting documents.

RA Name :

Signature :

Place :

Date :

RA Seal & Stamp

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION for INDIVIDUAL CERTIFICATE *
a. Attested copy of any one as per the list in serial no. 15c
☐ Passport ☐ Driving License ☐ PAN Card
NB : Passport with a valid copy of the visa is a must if the applicant is in India
b. ☐ Attested Copy of PAN CARD (Mandatory if PAN number has been provided)
c. Attested Copy of any one for address proof
☐ Passport ☐ Driving License ☐ Electricity Bill ☐ Telephone Bill

Checklist of Documents to be Submitted along with Application for Organisation Certificate
a. ☐ Attested Copy of anyone as per the list is S.No. 15c
b. Attested copy of any one ☐ Certificate of Incorporation ☐ Memorandum of Association Regd. ☐ Partnership Deed ☐ Valid Business License
c. Attested Copy of any one ☐ Annual report ☐ Latest Income Tax Return ☐ Latest organisation Details from the Bank ☐ Statement of Income issued by Chartered Accountant
d. ☐ Attested Copy of the Organisation PAN Card or equivalent for the corresponding country
e. ☐ Authorisation letter in favour of the certificate applicant from the Organisation as per format below
f. ☐ List of Partners / members / Directors with their complete name and address details

AUTHORISATION LETTER FORMAT* **(This Authorisation Letter is required on the Organisation's Letterhead)**

To,

Date:

eMudhra Consumer Services Limited
3rd Floor, Sai Arcade, 56 Outer Ring Road
Deverabeesanahalli, Opp Intel
Bangalore 560103
Phone: +91 80 4336 0000

Dear Sir,

Sub: **Authorisation letter for obtaining Digital Signature Certificate.**

This is certify that Mr./Mrs./Miss. _____ (Certificate applicant) has provided correct information in the 'Application form for issue of Digital Signature Certificate" to the best of my knowledge and belief vide application form dated DD-MM-YYYY. I hereby authorize him/her, on behalf of our Organisation to apply for obtaining the following Class of Digital Signature Certificate issued by eMudhra.

Class of Digital Signature Certificate issued by e-Mudhra.

☐ Class 2 Gold Organisation ☐ Class 3 Platinum Organisation

Signature:

Name:

Designation:

CONTACT DETAILS

eMudhra Consumer Services Limited, D.No.2 / 30 A, 1st Floor, Natesa Pandaram Colony, Cherry Road, Landmark: Opp to Post Office, Salem - 636 007. Tamil Nadu
Phone : +91 80 4336 0000 Fax : +91 80 4227 5306 Email : info@e-Mudhra.com Website : www.e-Mudhra.com

APPENDIX IX TO ITB
(CONFLICT OF INTEREST)

PROFORMA OF DECLARATION TOWARDS "CONFLICT OF INTEREST"
(To be submitted by the participating bidders)

I/We, ... {Name(s) of Authorized Signatory (ies)}, on behalf of M/s. ..... do hereby declare that our company or any of its Directors/Partners/Employees/Allied Firms[#] do not have any conflict of interest as per the provisions covered in the Bidding Document and specifically confirm that our company or any of its Directors/Partners/Employees/Allied Firms[#] have not been engaged by BPCL as Consultant/Licensor or has providedservices for the need assessment/procurement planning[$] of the Tender process .

I/We, ... {Name(s) of Authorized Signatory (ies)}, on behalf of M/s. ..... do hereby undertake that our company or any of its Directors/Partners/Employees/ Allied Firms[#] shall refrain from entering into any business relationships or activities, which would result into a 'Conflict of Interest' with the agency/consultant/licensor, who has been engaged by BPCL to provide services for the need assessment/procurement planning[$] of the project for which this tender (i.e. Tender No. .....) has been invited (floated).

Further, I/We, ... {Name(s) of Authorized Signatory (ies)}, on behalf of M/s. ..... do hereby declare that our company or any of its Directors/Partners/Employees/Allied Firms[#] do not have any conflict of interest with one or more parties participating in the tendering process for the subject EPC works as per the provisions covered in the Bidding Document .

 # Allied Firm shall mean:

"Allied firm" ('affiliates'/ 'affiliated firm', 'sister concern', 'associated firm', or 'related party') of a bidder/ contractor (Principal firm, including Joint Venture Company) is a firm/ concern (including Joint Venture Company) that comes within the sphere of effective control/ influence of the principal firm, wherein the Principal Firm –

i) being a proprietary firm, owns the Allied Firm,
ii) being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
iii) has common Management (say majority of director) with the Allied firm;
iv) its partners or directors have a majority interest in the management of the Allied Firm;
v) has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;
vi) directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm, v) has the Allied Firm as its successor/ subsidiary or vice-a-versa;
vii) has common offices/ manufacturing facilities with the Allied Firm.

$ *need assessment/procurement planning shall mean preparation of - feasibility/ cost estimates/ Detailed Project Report (DPR), design/technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.*

(Authorized Signatory)
Signature:
Name :
Designation:

APPENDIX-X TO ITB

SITE VISIT BY FOREIGN NATIONALS

SITE VISIT BY FOREIGN NATIONALS

If any foreign national representing the Bidder intends to visit the site, the following details must be submitted along with his request for site visit.

a. Clearance from Indian Ministry as per the requirement of Government of India.
b. Name & Surname
c. Passport No. date and place of issue
d. Copy of Passport of visitor(s) (with clear coloured scanned copy)
e. Visa Document(with clear coloured scanned copy)
f. Duration of visit
g. Purpose of visit
h. Details regarding stay
i. Date visited India last
j. Purpose
k. Duration of the last visit and
l. Occupation

The above Details may be sent first thru e-mail followed by hard copy.

The above details shall be furnished to Resident Construction Manager-EIL/BPCL as per the contact address for site visit mentioned in the Invitation to Bid (IFB)/ Bid Datasheet (BDS), one week before the date of site visit.

BID DATA SHEET
(BDS)

BID DATA SHEET		
S.NO.	**ITB CL. NO.**	**CONTENT**
1.	**ITB 1.1**	**NAME OF WORK :** **SETTING UP OF LAB & ASSOCIATED SERVICES** **BIDDING DOCUMENT NO. :** **SS/B895-999-EP-T-9802/1016**
2.	**ITB 2.1, 2.2 & 2.3** **ELIGIBLE BIDDERS**	**Enquiry Basis is Domestic Competitive Bidding**
3.	**ITB 6.0** **PREBID MEETING**	**Applicable (Refer IFB for details)**
4.	**BID SECURITY/EMD**	**Applicable (Refer clause no. 6 of IFB for details)** **The BG submitted in lieu of EMD shall remain valid for a period of two months beyond bid validity.**
5.	**ITB 12.4** **INTEGRITY PACT**	**Applicable** **Scanned copy of Integrity Pact (as per the format enclosed) (FORM-F to Bidding Forms) to be submitted (i.e. uploaded on Govt. Of India E-PROCUREMENT PORTAL).** The detail of Independent External Monitors (IEMs), appointed by BPCL are provided in Integrity pact.
6.	**ITB 16.0** **PERIOD OF VALIDITY OF BIDS**	Bid shall remain valid for a period of **Six Months** from the Final Bid Due Date.
7.	**ITB 19.0** **DEADLINE FOR SUBMISSION OF BIDS**	**Refer E-PROCUREMENT PORTAL**
8.	**ITB 33.0** **PREFERENCE TO MICRO & SMALL ENTERPRISE**	Being "Works Contract", No Purchase Preference shall be applicable to Micro and Small Enterprises/ Bidders as per Public Procurement Policy for MSE.
9.	**ITB 34.0** **POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCTS IN GOVERNMENT PROCUREMENT(DMI&SP)**	**Applicable**
10.	**ITB 35.0** **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**	**Class-I or Class-II Local Suppliers are eligible to bid as per PPP-MII Policy.** **Bids received from Non-Local Suppliers as per PPP-MII Policy shall not be considered for evaluation and shall be rejected.** **AT THE BIDDING STAGE,** bidders shall submit **FORM-2 (Attached as Annexure-II to ITB)** in their bid. **DURING EXECUTION STAGE,** successful bidder is required to submit documents as per following clause.

BID DATA SHEET		
S.NO.	**ITB CL. NO.**	**CONTENT**
		(a) For all contracts up to INR 10 Crore Contractor/ Supplier shall submit Form-2A. However, for contracts above INR 10 Crore, the Bidder shall be required to submit local content certification (as per FORM-3 & 3A) duly certified by Statutory Auditor or Cost Auditor (in the case of companies) or from a Practicing Cost Accountant or Practicing Chartered accountant (in respect of contractors / suppliers other than companies). For cases where it is not possible to provide such certification, the Contractor / supplier is permitted to provide the certificate after completion of contract but not later than submission of Final Bill. In that case, an amount equivalent to 10% of invoice value shall be retained from each invoice till submission of Form-3 & 3A. (b) In case the Contractor/Supplier submit False declarations and / or does not meet the stipulated local content requirement and the category of the Contractor/ Supplier changes from Class-I to Class-II / Non-local or from Class-II to Non-local, default and penalty actions shall be taken as per the provisions of Public Procurement (Preference to Make in India) (PPP-MII) Order 2017 and its subsequent amendments
11.	**SCC FIRM PRICE**	Firm And Fixed
12.	**LIQUIDATED DAMAGES**	**Applicable as per clause no. 22 of General Conditions of Contract (GCC) and SCC clause no. 23.7**
13.	**PERFORMANCE BANK GUARANTEE (PBG)**	**10% of Total Order Value. Refer GCC for details.**
14.	**REVERSE AUCTION**	**Not Applicable.**
15.	**PAYMENT TERMS (SCC)**	**Payment Terms shall be as per Annexure-X to SCC. Payment Terms for 2 years PWCAMC shall be as per Annexure- XXV to SCC**
16.	**ITB CLAUSE NO. 5.0**	**For Site visit (Refer IFB)**
17.	**SECURITY DEPOSIT / CONTRACT PERFORMANCE BANK GAUANTEE FOR 2 YEARS PWCAMC**	In addition to CPBG for 10% of Lumpsum price, Contractor shall also submit a separate CPBG equivalent to an amount of 5% of Total Contract Value for “2 years PWCAMC (as per FORM SP-7)” within 2 weeks of placement of order for PWCAMC in line with provisions of clause no. 4.0 of SCC. This CPBG shall remain valid till 6 months beyond the completion of 2 years PWCAMC period. This CPBG shall be automatically reduced on pro-rata basis of Completed value of operation after completion of each year of operation. Without prejudice to any other right or remedy available to

BID DATA SHEET		
S.NO.	**ITB CL. NO.**	**CONTENT**
		the OWNER, the OWNER shall be entitled to encash this CPBG if so required in case of non-fulfilment of Contractor's obligations faithfully as per the defined 2 years operation terms and conditions.
18.	**ANNEXURE-I TO BDS** **BIDDER QUALIFICATION CRITERIA – TECHNICAL**	**MAKE-IN-INDIA POLICY:** **Corporate Guarantee:** Requirement of Corporate Guarantee shall be as per Bidder Qualification Criteria-Technical. The Principal or the Group Company shall furnish a "Corporate Guarantee" along with a Board resolution from an authorized signatory committing their continued support to the Manufacturer, till defect liability period, to ensure that Buyer's interests are protected. Format of Corporate guarantee is attached as Annexure-I to this BDS. **Additional PBG:** In order to ensure commitment from the Bidder and adequate & continued support and back up by the Principal or the Group Company from designing to commissioning of the product, the Bidder shall provide a Contract cum Equipment Performance Bank Guarantee for additional 5% of the order value (over and above defined in Special Purchase Conditions / General Purchase Conditions). **Extended Warranty:** The Manufacturer shall provide extended warranty of 12 months over & above the guarantee/warrantee period specified in the GCC.
19.	**GCC Clause 63**	Clause No. 63 of GCC "Variation In Contract Value" is not applicable.
20.	**GCC Clause 81**	Clause no. 81 of GCC "Conclusion of Contract" is not applicable.
21.	**GCC Section IX**	Section IX "Memorandum of Agreement" of GCC stands replaced by "**Form of Contract" attached as Annexure-II to BDS**
22.	**ANNEXURE-II TO BDS** **FORM OF CONTRACT**	1. Words "Bina, Madhya Pradesh" appearing at 1st line of 1st para of Appendix VI shall be read as "Ambalamugal, Kochi, Kerala, India". 2. Words "Article 1.2 (Contract Documents) above" appearing in clause no. 1.4 of Appendix VI shall be read as "clause no. 2.1.6 of SCC (Special Conditions of Contract)"
23.	**ANNEXURE-III TO BDS** **FORMAT FOR ADVANCE BANK GUARANTEE**	**FORMAT FOR ADVANCE BANK GUARANTEE** is attached as Annexure-III to BDS

FORMAT FOR CORPORATE GUARANTEE (Annexure-I to BDS)

This Corporate Guarantee made on this ___ day of _____ month _____ year by M/s _____(Parent Company/Group Company/affiliate), a Company organized and existing under the laws of _____ and having its registered office at _____(hereinafter referred to as the "Guarantor" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees) at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its registered office at _____(hereinafter referred to as "Bidder"), in favour of Bharat Petroleum Corporation Limited / _____, a Public Company organized under the laws of India having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai - 400 001 (hereinafter referred to as "Beneficiary").

Whereas:
The Beneficiary floated a public tender dated _____no. _____ for _____ (Purpose).The Bidder has submitted its quotation dated _____ and has represented to the Beneficiary that the Bidder is the wholly owned subsidiary/Group Company/affiliate of the Guarantor and that the Bidder has access to and the Guarantor shall make available necessary financial and technical support as required by the Bidder for successful execution of the contract, if awarded to the Bidder, for the Purpose. Accordingly, the Guarantor is ready and willing to give this Corporate Guarantee on the terms and conditions hereinafter contained.
We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary, the performance by the Bidder of its obligations under the terms and conditions of the tender and the contract, upon the contract being awarded to them. The Guarantor shall execute such other deeds and documents as may be desired by the Beneficiary in this regard.

2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical support and expertise, expert manpower and procurement assistance and project management and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.

3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the contract/tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as envisaged under the contract, then the Guarantor undertakes to forthwith perform the same and fulfill all the obligations required under tender/contract terms & conditions (including payment of any liquidated damages) on behalf of the Bidder without any extra cost and time implications. The decision of the Beneficiary with respect to breach/failure by the Bidder shall be final and binding on the Guarantor.

4. The Guarantor further undertakes to indemnify and keep harmless the Beneficiary against all losses, damages, expenses, claims, costs (including legal costs and attorney fees) which may be suffered or incurred or threatened to be suffered or incurred by the Beneficiary due to the failure or breach on the part of the Bidder under the contract and/or the Guarantor under this Guarantee.

5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Bidder shall continue to be the wholly owned subsidiary/affiliate/group company of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.

6. The Guarantor's liabilities under this Guarantee shall not exceed the maximum limit liability (if any) of the Bidder under the tender/contract terms and conditions.

7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall be independent of any other security given under the contract and remain in full force until all the obligations of the Bidder under the tender/contract have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid.

8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-
   a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidder or the Guarantor.
   b) Any amendment to the contract (including any extension of time) or any waiver granted to the Bidder.
   c) The dissolution, amalgamation, reconstruction or reorganization of the Bidder or the Guarantor.
9. NOTICE:

   Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below and shall be deemed to be validly served after two days from the date thereof:-
   For Guarantor
   Attention of
   Mailing Address
   Email Address
   Fax No.

   For Beneficiary
   Attention of
   Mailing Address
   Email Address
   Fax No.

10. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.

11. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.

12. The Guarantor confirms that it has all the necessary powers and corporate authority to issue this Guarantee in favour of the Beneficiary and this Guarantee constitutes a valid legal and enforceable document under the law to which it is subject. The undersigned has full power to issue this Guarantee

under the power of Attorney /Resolution of Board of Directors Dated---------- granted to him by the Guarantor.

13. GOVERNING LAW AND JURISDICTION: This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient.
14. DISPUTE RESOLUTION: Any dispute arising out of or in relation to this Guarantee shall be resolved by arbitration as per the provision set out in the tender document.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,
Witness

_____
Signature :
(Signature)
Name :
Corporate Seal
Designation :

Date:

ANNEXURE-II TO BDS

FORM OF CONTRACT

FORM OF CONTRACT

CONTRACT NO.:

THIS CONTRACT made at Bina, Madhya Pradesh on this _____ day of _____ 20__. ("**Contract Document**")

BETWEEN

BHARAT PETROLEUM CORPORATION LIMITED (BPCL), having its Registered office at 4&6, Currimbhoy Road, Ballard Estate, Mumbai 400 001 (hereinafter referred to as the "**OWNER**" which expression shall include its successors and assigns) of the One Part;

AND

_____, a Company registered in India under the Indian Companies Act 1913/1956 having its registered office at _____ (hereinafter referred to as the "**CONTRACTOR**" of the other part:

WHEREAS the **OWNER** issued Tender No._____ for Residual Process Design, Detailed Engineering, Procurement, Supply, Transportation, Storage, Fabrication, Construction, Installation, Testing, Pre-commissioning, Commissioning, Performance, Guarantee Test Run and handing over of Unit for the _____ of **Bharat Petroleum Corporation Limited (BPCL)**, at _____ ("**Project**").

AND WHEREAS the Contract with respect to the said Tender has been awarded to the CONTRACTOR, pursuant whereto, the CONTRACTOR has to make supplies of materials and to execute works and to undertake services with the use of the said material as more specifically mentioned and described in the Contract Documents as hereinafter defined.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

1.1 The following documents shall constitute the entire agreement between the OWNER and the CONTRACTOR in relation to the Project, and each shall be read and construed as an integral part of the Contract Document shall comprise the following:

(i) Form of this Contract Document;

(ii) Special Conditions of Contract;

(iii) General Conditions of Contract;

(iv) Form of Bid, including formats attached to the Form of Bid as embodied in the CONTRACTOR's final bid;

(v) Form of Schedule of Payment as embodied in the CONTRACTOR's final bid;

(vi) Bidding Document No._____;

(vii) Addendum/Addenda to the Bid Documents;

(viii) Plans Exhibits _____ to _____;

(ix) Drawings Exhibits _____ to _____;

(x) Notification of Acceptance of Bid; and

(xi) Detailed Letter of Acceptance (including Statement of Agreed Variations and other enclosures/annexures to the Detailed Letter of Acceptance).

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Detailed Latter of Acceptance of Tender alongwith Annexures thereto and a copy of Notification of Acceptance of Bid dated _____ are annexed hereto have been collectively marked as Annexure 'B'.

1.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof , shall not apply.

1.4 *Order of Precedence*

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.2 (*Contract Documents*) above.

If multiple standards or specification apply to the obligations and/or works to be performed by the CONTRACTOR, then it shall be deemed that the highest or most stringent requirement is binding on the CONTRACTOR.

1.5 *Definitions*

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

ARTICLE 2 : SERVICES, SUPPLIES AND WORK

2.1 This Contract Document shall come into full force and effect on _____.

2.2 The CONTRACTOR shall make the Supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.

2.3 The CONTRACTOR shall undertake the works and perform the services specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract documents.

ARTICLE 3: PRICE AND COMPENSATION

3.1 The terms and procedures of payment by the OWNER to the CONTRACTOR for the supply and works under the Contract Documents are set out in Clause [x] of the Special Conditions of Contract.

ARTICLE 4: GOVERNING LAW & DISPUTE RESOLUTION

4.1 The Contract shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

4.2 **Mediation and Arbitration:**

(i) In the event of a dispute arising out of or in connection with this Contract Document, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Act, 2023.

(ii) If the dispute is not settled by mediation within [90] days of the appointment of the Mediator, or such further period as the parties shall mutually agree in writing, the dispute shall be referred to and finally resolved by arbitration as per India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations for the time being in force, which Regulations are deemed to be incorporated by reference into this Article.

(iii) The language to be used in the mediation and in the arbitration shall be English.

(iv) In any arbitration commenced pursuant to this clause the number of arbitrator/s shall be:

(a) 1 (One) - if the total claim including counterclaim, if any, under arbitration is INR 50 Crores (Indian Rupees Fifty Crores) or less; or

(b) 3 (Three) – if total claim including counterclaim, if any, is of more than Rs. INR 50 Crores (Indian Rupees Fifty Crores).

(v) The seat of arbitration shall be Mumbai, India.

(vi) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitrator/s.

(vii) Neither party shall be entitled to and claim for any pre-reference or pendente-lite interest, i.e. from the date of cause of action till date of Award by Arbitral Tribunal and claim for any such interest shall not be entertained by Arbitral Tribunal and be void. Further, Arbitral Tribunal shall have no power or authority to award pre-reference or pendente-lite interest in the matter.

4.3 In the event of any dispute 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/Organisations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of

AMRCD on the said dispute will be binding on both the parties.

(* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly).

ARTICLE 5: ENTIRE CONTRACT

The Contract Documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings are hereby cancelled.

ARTICLE 6: NOTICES

6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the CONTRACT shall be deemed to have been sufficiently served upon the OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered in accordance with the terms and conditions of the General Conditions of Contract and Special Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the CONTRACT, shall be deemed to have been sufficiently served if delivered by hand or through Courier to the principal office of the CONTRACTOR at _____ or other address for service subsequently notified by CONTRACTOR to the OWNER in this behalf in writing.

ARTICLE 7: WAIVER

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

ARTICLE 8: NON-ASSIGNABILITY

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

ARTICLE 9: LANGUAGE OF CONTRACT AND COMMUNICATION

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

ARTICLE 10: 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 behalf under the applicable laws of India and general principles of Contract Law. 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, impleader 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, cause of action or thing whatsoever arising out of or under this Contract.

ARTICLE 11: LIABILITY AND LIMITATION OF LIABILITY

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

11.2 Where the CONTRACTOR is a Consortium of one or more entities or persons, all members of the Consortium shall be jointly and severally liable for the performance of the Contract and of all obligations of the CONTRACTOR arising under the Contract and for the discharge of all the CONTRACTOR's liabilities to the OWNER under or in respect of the Contract and any claim of the OWNER without any limitation of liability as between the OWNER and the members aforesaid, notwithstanding the existence of any agreement between the said members inter se limiting the liability of any member for or in the performance of any duties or obligations under the Contract.

11.3 The limitation of liability of the CONTRACTOR under this Contract Document is as set out under Clause [46] of the Special Conditions of Contract.

11.4 The total liability of the OWNER to the CONTRACTOR under and in accordance with the provisions of this Contract Document, shall not exceed the Lumpsum Price. For the avoidance of doubt, this Article shall not limit the liability in any case of fraud, wilful misconduct or gross negligence by the OWNER.

11.5 The OWNER shall not be liable to for any loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the CONTRACTOR in connection with this Contract Document.

ARTICLE 12: CONFIDENTIALITY

12.1 All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall be kept confidential and shall not, without the previous written consent of the other Party be used, copied, published, disclosed or otherwise dealt with by the receiving party. Provided that the receiving party may disclose the confidential information to Sub-contractors, agents, employees, directors, advisors or any person contractually required to or otherwise responsible for the performance of the obligations under the Contract Document ("**Permitted Disclosures**"), for the purpose of this Contract Document.

12.2 Any Permitted Disclosure of the confidential information, on a need-to-know basis, by a Party shall not be breach of its obligations herein, if:

(a) the Party is required to disclose such confidential information by Applicable Laws, government instrumentalities, any judiciary body having competent jurisdiction, reporting requirements or by any regulatory body or any applicable taxation authority, or pursuant to any request of the foregoing;

(b) the confidential information has come within the public domain, other than by a breach of these confidentiality obligations by that Party;

(c) the disclosure is made to the Party's actual or prospective financiers or its advisors who have a legitimate need to know the confidential information and are bound by a duty of confidentiality;

(d) the disclosure is made to the Party's affiliates and its and its affiliates' directors, employees, respective professional advisers or consultants, for completion of scope under this Contract Document; or

(e) such disclosure as mutually agreed between the Parties.

12.3 The Party must promptly notify the other Party of such requirement stipulated in Article 12.2 (a) to (e), so that other Party has the opportunity to contest such disclosure or seek protective order in respect thereof. Any such disclosure shall be made in the form mutually agreed between the Parties.

12.4 For the avoidance of doubt, the CONTRACTOR shall not make any public announcement or media release in respect of any confidential information, without the prior written of the OWNER unless they are in relation to the Permitted Disclosures.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED & DELIVERED	SIGNED & DELIVERED
FOR & ON BEHALF OF	FOR AND ON BEHALF OF
Bharat Petroleum Corporation Limited (BPCL)	_____
	(CONTRACTOR)
BY _____	BY _____
(THIS DAY OF _____ 20__)	
IN THE PRESENCE OF:	IN THE PRESENCE OF:
1.	1.
2.	2.

ANNEXURE A

TENDER DOCUMENTS

[***To be annexed separately***]

ANNEXURE-II TO BDS

FORMAT FOR ADVANCE BANK GUARANTEE

PROFORMA OF BANK GUARANTEE - FOR ADVANCE
(On non-judicial paper of appropriate value)

To,

Bharat Petroleum Corporation Limited,
BPCL Office Complex
Business Process Excellence Centre (BPEC)
Plot No. – 6, Sector – 2, Behind CIDCO Garden
Kharghar, Navi Mumbai – 410 210

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name)…..……. (Constitution)…….. (Address)…..……. (hereinafter referred to as "The Vendor" which expression shall wherever the subject or context so permits include its successors, administrators, representatives and assigns) a supply contract in terms inter alia for …….. (description of supply), on terms and conditions set out, inter alia, in the Company's Purchase Order No…….dated……. as well as the General and Special Purchase Conditions of the Company and valued at Rs. (in figures)……..Rupees (in words)…… only) and the Company having agreed to make an advance payment of ……% (….. percent) of the said value of the Purchase Order to the Vendor against Bank Guarantee to be furnished by the Vendor in terms of clause …….. of the Purchase Order, the said advance to be adjusted against the price of materials supplied in the manner provided for in clause ……. of the Purchase Order.

We, (Name)…….. (Constitution) ……(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in ……(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company by reason of any breach by the said Vendor of any of the terms or conditions of the said Purchase Order, to the extent of Rs. (in figures)……Rupees (in words)…….. only) till the said advance is adjusted as aforesaid at any time up to …….

The amount stated by the Company in any demand, claim or notice, as liable to be paid to the Company by the supplier, with reference to the above mentioned advance payment under the said purchase order, shall, as between the Bank and the Company, for the purpose of these presents, be conclusive of the amount payable by the Bank to the Company hereunder, notwithstanding any dispute or disputes has been raised by the Vendor and are pending before any arbitration, Tribunal or Court.

The Bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to the Company on account of the said advance is adjusted as aforesaid or till the Company discharges this guarantee.

The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the Company.

The Bank also agrees that the Company shall be entitled to enforce this guarantee, notwithstanding any other security or guarantee that it may have in relation to the supplier's liability for the said advance.

Notwithstanding anything said above, our liability under this guarantee is restricted to Rs. ……. (Rupees ……. only). Our guarantee shall remain in force until …… Unless a claim or demand in writing is made against us under this guarantee before the expiry of …… months from the aforesaid date, i.e. before be relieved and discharged from all liabilities thereunder.

This Guarantee shall be treated as an unconditional guarantee and the Vendor shall have no right to object or obstruct in any way the enforcement of this Guarantee.

Dated this …… day of ……..

Yours faithfully,

(Signature)

NAME & DESIGNATION
NAME OF THE BANK
NOTES:

BIDDING FORMS

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FORM-A

FORM OF BID

(To be filled by the Bidder)

Serial No. **Date:**

To
Engineers India Limited
R&D Complex, Sector-16 (On N.H.-8)
Tower-1 (1st Floor),
Gurugram -122 001
Haryana (India)

Dear Sirs,

Having examined the Bidding Documents consisting of the Letter Inviting Bid / Invitation for Bids, Bidding Data Sheet, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, and Addendum(s) to the Bidding Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of BHARAT PETROLEUM CORPORATION LIMITED in connection with the ---------- (Name of Work) for **.....** and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates/prices quoted by me/us in Schedule of Rates/Price included within the Bid Documents and arrived at rates/prices for the services and supplies as per the Schedule of Rates/Price. If the work is awarded to me/us, I/we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 15 (Fifteen) days of receipt of Notification of award of Bid for security deposit as specified in the Fax of Acceptance of bid by way of Bank Guarantee from a Scheduled Bank in India and to commence work at the job site and to sign the formal Contract in terms of the Proforma of Memorandum of Agreement (enclosed with GCC) forming part of Bid Documents within 15 (Fifteen) days of receipt of the Letter of Award / Fax of Acceptance from BHARAT PETROLEUM CORPORATION LIMITED

I/ We further undertake to keep my/our Bid/offer open for a period as mentioned in Bid Data Sheet from the date of opening of bids.

Yours faithfully,

(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)

Full Name and address of the Bidder(s).

FORM-B

INFORMATION ABOUT BIDDER

To

BPCL

S.NO.	DESCRIPTION	BIDDER'S REPLY
1.1	Legal Name of the Bidder (Company)	
1.2	Date of Business (Company) Establishment	Day Month Year
1.3	Country of registration and Registration Number:	
1.4	Address of Registered Office:	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____
1.5	Operation/Working Address if different from above:	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____
1.6	Telephone Number (Incl. ISD & Area code, as applicable)	
1.7	Fax Number:	
1.8	Name & Mobile no. of Concerned person(s)	
1.9	E-mail address:	
1.10	Internet Website(If applicable)	
1.11	ISO Certification, if any	

S.NO.	DESCRIPTION	BIDDER'S REPLY
2	GENERAL	
2.1	Income Tax PAN No.(In India) of the firm.	
2.2	Whether Registered as MSE bidder or not.	
2.3	Detail of MSE Registration & MSE Registration No.	
2.4	GST Registration No. of the firm	
3.0	**Change of Ownership:** has there been any major change of Ownership of the establishment over the past five (5) years. If so, kindly provide details and if not, please affirm by " NONE".	
4.0	Bidder to provide the BPCL Vendor code (if available) and which can be used for order placement (in the event of the same)	

FORM-C

DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION CRITERIA
(AS CALLED FOR IN "BIDDER QUALIFICATION CRITERIA" OF NOTICE FOR INVITATION FOR BIDS)

Name of Bidder: _____

Works:

Bidding Document No.:

Furnished below are the details required for meeting the qualifying requirements as called for in Experience Criteria of IFB/NIT:

(For applicability mark √ and Non applicability mark X in ☐)

Sl. NO.	DESCRIPTION	DETAILS
1.0	**Bidder to indicate basis of Qualification considering One Contract/Two Contracts/ Three Contracts . Accordingly bidder to furnish details of their past experience for each contract.**	One Contract ☐ Two Contracts ☐ Three Contracts ☐
2.0	Name of Project and its location	
3.0	Name of work	
5.0	Name of Owner, Postal Address, Phone/ Fax No./ E-mail Address – Updated as on date	
6.0	Name of Consultant, Postal Address, Phone/ Fax No./ E-mail Address – Updated as on date	
7.0	Details of Work executed	
	Milestone Dates	• Date of award : _____ • Actual Completion Date : _____
	Supporting Document for Experience Criteria	• Whether copy of Work Order/ Contract Agreement /Schedule of Rates enclosed YES ☐ NO ☐

SI. NO.	DESCRIPTION	DETAILS
		Ref. No.: _____ dated _____ **Awarded Value of Work** _____ • Whether Completion Certificate / Final certified bills enclosed. YES ☐ NO ☐ Ref. No.: _____ dated _____ **Final Completed value of work** _____
8.0	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	Executed the Work as • Main Contractor ☐ • Sub-contractor ☐
9.0	Supporting Document for Qualification Criteria	• Whether Work Order/ Contract Agreement / Schedule of Rates / Final certified bills / Completion Certificate is enclosed. YES ☐ NO ☐ If Yes, (Please tick mark √ the applicable) 1. Work order : Yes / No 2. Contract Agreement : Yes / No 3. Schedule of Rates : Yes / No 4. Final certified bills : Yes / No 5. Completion Certificate : Yes / No • Whether Annual Turnover and P&L account Statement for all the financial years as mentioned in IFB is enclosed. ☐ YES ☐ NO

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM – D

PAST EXPERIENCE IN SUPPORT OF BQC

SL.NO.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	ACTUAL COMPLETED VALUE	REASONS FOR DELAY, IF ANY	WHETHER WORKS EXECUTED AS MAIN CONTRACTOR OR SUB CONTRACTOR

Note : Copies of work order(s) and completion certificate(s) for above jobs should be submitted by the Bidder along with this FORM.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM-E

COMPLIANCE TO BID REQUIREMENT

(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)

TITLE OF WORKS:

BIDDING DOCUMENT NO.

We …… *(*)* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

**

For and on behalf of

Authorized signatory

Date:

*Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person (s) authorized to sign.

FORM – F

INTEGRITY PACT

[To be executed on plain paper and applicable for all tenders of value above Rs. 10 Crore]

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "The Bidder/ Contractor/ Supplier".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint Independent External Monitor 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:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड कोच्चि रिफाइनरी BHARAT PETROLEUM CORPN.LTD. KOCHHI REFINERY परियोजना (सेवाएं) Projects (Services) पोस्ट बैग 2 Post Bag 2 अम्बलमुगल Ambalamugal

c) The Principal will exclude from the process all known persons having conflict of interest.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier

(1) The Bidder/ Contractor/ Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder/ Contractor/ Supplier 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 immaterial 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.

b) The Bidder/ Contractor/ Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of Competition Act 2022 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/ Contractor/ Supplier will not commit any offence under the Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988; further the Bidder/ Contractor/ Supplier 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.

d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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e) The Bidder/ Contractor/ Supplier shall make sure that the terms of this Integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc, if any and submit such adoption confirmation proof to the Principal. The Bidder/ Contractor/ Supplier shall be solely responsible for the adherence to the provisions of IP by its sub-contractors, sub-sub-contractors etc.

f) The bidder / contractor of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder / contractor of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s) as per Annex.

(2) The Bidder/ Contractor/ Supplier will not instigate third persons 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, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes.

(1) If the Bidder/ Contractor/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken.

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This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated 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/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/ Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years from the date of bid submission with any other Company in any country conforming to the TI / Anti-corruption approach or with any other 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 the contract, if already awarded, can be terminated for such reason.

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

(1) The Bidder/ Contractor/ Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing. In case of a joint venture, all the partners of the joint venture should sign

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the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by subcontractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors/ Suppliers.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Punitive Action against Violating Bidders/ Contractors/ Suppliers/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact after approval by the 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 functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentially. The Monitor has also signed declarations on 'Non disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

(4) 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

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contractual relations between the Principal and the Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Indian Penal Code (IPC) 1860 (replaced by Bhartiya Nyaya Sanhita (BNS), 2023) and Prevention of Corruption Act 1988, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Supplier 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 of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main

tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

(5) If any Bidder/ Contractor/ Supplier entering into Integrity Pact, aggrieved by any decision / action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

(6) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड कोच्चि रिफ़ाइनरी BHARAT PETROLEUM CORPN LTD. KOCHI REFINERY परियोजना (सेवाएं) Projects (Services) पोस्ट बेग 2 Post Bag 2 अम्बलमुगल Ambalamugal

For & On Behalf of the Principal
(Office Seal)

मनी पी एच एस MANI P H S
उप महाप्रबंधक (खरीद परियोजना-पेटकेम)
Dy. General Manager (Procurement Projects-Petchem)
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
Bharat Petroleum Corporation Ltd.
कोच्चि रिफ़ाइनरी Kochi Refinery
अम्बलमुगल Ambalamugal-682 302
एरणाकुलम ज़िला (केरल) Ernakulam Dist Kerala)

Place..... BPCL-KR
Date ..17/12/2025

For & On Behalf of Bidder / Contractor / Supplier
(Office Seal)

Witness 1
(Name & Address)
Mohamed Ali Shan

Witness 1
(Name & Address)

Annex– Guidelines on Indian Agents of Foreign Suppliers

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

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2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

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Additional Information – Integrity Pact

1. **Proforma of Integrity Pact (IP)** shall be uploaded by the Bidder/s along with the **un-priced bid documents duly signed** (or digitally signed in case of e-tender) by the same signatory who is authorized to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to upload the IP duly signed (Digitally) along with bid documents shall result in the bid not being considered for further evaluation.

2. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provision of the IP, BPCL shall be entitled to demand & recover from Bidder **Liquidated Damages** amount by forfeiting the EMD/Bid Security as per provisions of IP.

3. If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand & Recover from Contractor **Liquidated Damages** amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of IP.

4. Bidders may raise disputes/complaints, if any, with the nominated **Independent External Monitors (IEMs)**. The name, address & contact number of the IEMs are as given below.

Sr. No.	Name of IEM	E-mail ID
1	Shri Atanu Purkayastha	dratanu2011@gmail.com
2	Shri Pradeep Kumar	pradeepawasthi1981@gmail.com
3	Shri Javeed Ahmad	Javeed60@yahoo.com

However, clarification with respect to the tender/RFQ shall be taken up only with the contact personnel as mentioned in the Tender/RFQ.



FORM G

SELF DECLARATION

Form-G

SELF DECLARATION

(AS PER ITB ON LETTER HEAD OF BIDDER)

Bidder's declaration as furnished herein shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1	We confirm that we are not on Holiday/ Negative list of EIL/BPCL/MoP&NG as on date of submission of our bid.	
2	We confirm that we are not under insolvency, liquidation, court receivership or similar proceedings.	
3	We confirm that we are not under a declaration of ineligibility by OWNER for Fraudulent practices as defined at clause no. 41 of ITB.	
4	We confirm that we are not affiliated with a firm or entity: i) That has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part, or ii) That has been hired by the Owner as engineer/consultant for the contract	
5	We confirm that we are not involved in any Litigation/Arbitration. (or)	
	We confirm that the current Litigation / Arbitration, in which bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	
6	We confirm that none of the directors of bidder is a relative of any director of BPCL/EIL or the bidder is a firm in which any director of BPCL/EIL or his relative is a partner of the bidder or a private company in which any director of BPCL/EIL is a director.	
7	We confirm that the content of the Enquiry Document including Price Schedule and Corrigendum / Addendum (if any) have not been altered or modified.	

(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)

Full Name and address of the Bidder(s).

FORM H

CHECKLIST FOR SUBMISSION OF BID

FORM-H

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document.

Please tick the box and ensure compliance:

(A) **PART-III- ORIGINAL DOCUMENTS**

S.No.	Documents	Submitted
1.	Earnest Money Deposit (EMD) / Bid Security in accordance with Clause no. 6 of IFB	

(B) PART-I- TECHNO-COMMERCIAL/ UNPRICED BID

√whichever is applicable

S.No.	Documents	Submitted
1.	Scanned Copy of Earnest Money Deposit (EMD) / Bid Security	
2.	Bid forwarding letter	
3.	Table of Contents of the Bidding Document and Amendment/addendum	
4.	Integrity Pact (in the prescribed format with the name of work & Bidding Document number duly filled signed & stamped) in accordance with Clause No.**12.4 of ITB.**	
5.	Scanned copy of certified documents towards proof of meeting Bidder Qualification Criteria.	
6.	Scanned Copy of Power of Attorney in favour of person (s) digitally signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder in line with clause 48.0 of ITB.	
7.	Bid Form as per **Bidding Form-A**	
8.	Information about Bidder in accordance with **Bidding Form B**	
9.	Details of Specific Experience fulfilling Qualification Criteria as per **FORM-C**.	
10.	Past experience along with details and supporting documentation as called for in the Bidder Qualification Criteria (BQC) as per **FORM-D**	
11.	Detailed Financial Statement for the preceding three financial year.	

S.No.	Documents	Submitted
12.	Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company	
13.	Compliance to Bid requirement (**Bidding Form-E)**	
14.	Self-Declaration as per **Bidding Form- G**	
15.	Bank Mandate Form duly signed and stamped with the Banker's certification as per **Bidding Form-I**	
16.	Unpriced copy (without price) of Summary of Prices along with Signed & stamped copy of preamble, pre-priced SOR & detailed SOR	
17.	PAN NO.	
18.	Document – self certification - affidavit as per DM&ISP policy	
19.	Signed and stamped copy of Undertaking (on Company's Letterhead) attached with Appendix-I of ITB in line with Government guidelines regarding procurement from bidders from a country or countries sharing Border with India	
20.	Form-2 & Form-3 attached with Appendix-II of ITB (under PPP-MII Order, 2017)	
21.	~~Signed & stamped copy of List of Key Construction Manpower and Key Construction Equipments as enclosed in Annexure-V and Annexure-VIII to SCC.~~	
22.	~~Annexure-A to IFB.~~	
23.	Signed and stamped copy of Annexure-I (Time for Completion) to SCC.	

(C) PART-II- PRICE BID

S.No.	Documents	Submitted
1.	FORM SP-0, SP-1, SP-2, SP-3, SP-7	
2.	FORM SP-4	
3.	FORM SP-5	
4.	FORM SP-6	
5.	FORM SP-8A	
6.	FORM SP-8B AND FORM SP-8C	

7.	FORM SP-9A	
8.	FORM SP-9B	
9.	FORM SP-10	

FORM–I

BANK MANDATE FORM

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
   a. Name of the Bank :
   b. Name of the Branch and Address of the Branch :
   c. Branch Code :
   d. 9-Digit MICR code Number of the Bank & Branch :
      (As appearing in the MICR Cheque issued by the bank)

      (Please do not give multicity cheque book code Number)

   e. Type of account (Saving Bank, Current or Cash Credit) :
   f. Account Number :
   g. RGTS/IFSC Code (11 digit) :
   h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/we declare that the particulars given above are correct and complete and I/we accord our consent

for receiving all our payments through Electronic Mechanism.

_____

(Signature and designation of the Authorised person(s) of Bidder)

Official seal of the Bidder

Place :

Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

_____

Signature of the Authorised Official of the Bank

Bank's Stamp

BIDDER TO ENSURE SUBMISSION OF CANCELLED CHEQUE WITH THIS MANDATE FORM

FORM –J

DECLARATION CONFIRMING KNOWLEDGE ABOUT WORK SITE VISIT AND SURROUNDING CONDITIONS

DECLARATION CONFIRMING KNOWLEDGE ABOUT WORK SITE VISIT AND SURROUNDING CONDITIONS

To,

BHARAT PETROLEUM CORPORATION LTD.

Dear Sir,

Sub: **Declaration confirming knowledge about Work Site visit and surrounding conditions**

Ref : 1) Tender Name

2) Tender Reference No: ……,

3) All other pertinent addendum / corrigendum / amendment

I/We, _____ hereby declare and confirm that we have visited the Project work Sites and its surrounding as referred in BPCL Tender Specifications and acquired full knowledge and information that may be necessary for preparing the bid and entering into the Contract if selected.

Yours faithfully,

(Signature, Date & Seal of Authorized

Representative of the Bidder)

FORM –K1

DELETED

Form –K2

DELETED

FORM–L

FOR BIDDERS' QUERIES

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	EIL REPLY
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		

NOTE: The Pre-Bid Queries may be sent by e-mail to concern persons, the details of which is provided in BDS.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

FORM–M

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

A. FINANCIAL DETAILS

1.	FINANCIAL YEAR / YEAR ENDING	ANNUAL TURNOVER (RS.)
	YEAR ( )	
	YEAR ( )	
	YEAR ( )	
2.	AVERAGE ANNUAL TURNOVER DURING THE IMMERDIATELY PRECEEDING THREE FINANCIAL YEARS:	
3.	NET WORTH FOR LATEST FINANCIAL YEAR :	

NOTE:

Bidder to submit the audited annual report including balance sheet and profit & loss account for above three years.

FORM–N

FORMAT OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT / BID SECURITY

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s._____have taken tender for the work_____CRFQ No/PO No

_____for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs._____ (Rupees_____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said_____have 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 and agree with you that if default shall be made by M/s._____in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees_____only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said_____and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs._____(Rupees_____) from us in manner aforesaid 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.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said_____but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees_____Our guarantees shall remain in force until_____unless a suit or action to enforce a claim under_____Guarantee is filed against us within six months from _____(which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour 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.

Yours faithfully

_____ Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

FORM O

AFFIDAVIT OF DMI&SP POLICY

Annexure-2

(to be submitted in Bidder's letter head)
[Item rate /EPC /Package Contracts]
UNDERTAKING ON LETTERHEAD

Item / Works:
Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part..... dated .....including its amendments thereafter (if any)".
We confirm:

- that we will comply the Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India.

- that we will submit Notarized Affidavit of Self Certification of Domestic value addition in Iron & Steel Products and submit to Owner/ EIL at the time of delivery of related iron and steel products required under the bidding document.

Sign & Stamp of bidder

Annexure-2A

(to be submitted in Bidder's letter head)

[for Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses]

Item:

Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part -..... dated..... including its amendments thereafter (if any)".

We confirm:

- that we will comply the Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India.

- that we will submit authorization certificate issued by the domestic manufacturer at the time of delivery of related iron and steel products required under the enquiry document.

Sign & Stamp of bidder

Annexure-3

DECLARATION OF NON-APPLICABILITY OF DMI&SP POLICY

(to be submitted in Bidder's letter head)
UNDERTAKING ON LETTERHEAD

Item / Works:
Bidding Document no:

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products DMI&SP) in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The Gazette of India, Extraordinary Part ..... dated ..... including its amendments thereafter (if any)".

We confirm that, we have understood the scope and terms & conditions of above mentioned DMI&SP Policy and also confirm that, based on the Prices quoted by us for each individual item, DMI&SP Policy is not applicable for the following items –

Where evaluation is on Item wise basis	
S. No	MR Item No
1	
2	
3	

Where evaluation is on Group wise basis		
S. No	Group	Item no of the respective group
1		
2		
3		

Further, in case at any stage before or after award, if it is observed by the EIL/OWNER the value of the above items is more than INR 5 Lakhs (Excluding Freight and GST) it shall be construed as the false/wrong declaration and procuring entity is entitled to take penal action as per provision of Bidding Document.

Sign & Stamp of Bidder

Annexure-4

Item / Works:

RFQ/Bidding Document no:

Form-1

Affidavit (Notarized) of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B)*
**For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.*

I,_____, Resident of _____, being the authorized signatory of M/s _____, do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____ dated _____. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):-

   Name of product (s):.....
   HS Code (s):.....
   Appendix classification: Appendix-A / Appendix-B (select as applicable)
   Procuring agency: .....

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition
   I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically: The steel was melted and poured in India.

   The first solid shape (slab/billet/ingot/other) was produced at the following location(s): as specified below / as per Form-1A *(strike through which is "Not Applicable").*
   Steelmaking facility: .....
   Location: .....
   Heat numbers:.....
   Batch details: .....

   I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency. *(If not applicable, write "Not Applicable".)*

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:
   I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____% / as per Form-1A *(strike through which is "Not Applicable").* The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

   4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy. (If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.
   If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

6. I undertake to maintain the relevant records, and make them available to any statutory authority.

7. Declaration: I do hereby declare that the statements made above are true to the best of my knowledge and belief. I understand that any misrepresentation shall attract penalties under the DMI&SP Policy, applicable laws, and tender conditions.

For and on behalf of M/s _____

(Authorised Signatory)
(Place &
Date)

Note: Bidder may submit information sought against clause no 2, 3 and 4 in Form-1A if required. In that case, Form-1A also shall be part of Affidavit.

FORM-1A

(Applicable for the iron and Steel products specified in Appendix-A only)

BIDDER:	
TENDER / RFQ NO:	
PROCURING AGENCY:	
APPENDIX CLASSIFICATION:	Appendix-A

MR Item No	Name of product (s):	HS Code (s)	Steelmaking facility:	Location:	Heat numbers	Batch details:	Domestic Value Addition (DVA) for the product(s) in %.
shall be referred from MR		These columns shall be filled for items with required condition as "Melt & Pour"					This column is applicable for items "condition" with specific DVA.
							.....%
							.....%
							.....%
							.....%
							.....%

Note –

a. Bidder to refer "Condition" and "Domestic Value Addition" specified in Appendix-A while certification of the above Form-1 and Form-1A.
b. Form-1A shall form part of Affidavit (Form-1)

FORM–P

DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents No. _____ (including but not limited to) the Commercial & Technical Requirements/ Specifications in the Bidding Document (all volumes/ parts) and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents (Master index –Technical & Master index –Commercial) of Bidding Documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. We are not submitting the total Bidding Document as part of our Bid but undertake that said the Bidding Documents shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp on each page of these documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

SIGNED FOR AND ON BEHALF OF

_____

(NAME OF BIDDER)

PLACE: _____

DATE: _____

NOTE: This declaration should be signed by the Bidder's representative who is signing the Bid.

FORM–Q

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work:

Bidding Doc. No.:

1/ We hereby declare that:

a) We are committed to elimination of child labour in all its forms.

b) Neither we nor any of our nominated sub-contractor(s) will engage Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.

c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.

d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.

e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place: Signature of Bidder: Date

Name of Signatory:

FORM – R

PROFORMA OF CERTIFICATE OF NON-INVOLVEMENT OF AGENT

NAME OF WORK : _____

BIDDING DOCUMENT. : _____

Where Indian Agent/Consultant/Representative/Retainer/Associates is not involved, the bidder shall certify in the proforma given below on their letterhead.

This is to Certify that we have not engaged/involved any Indian Agent/Representative/ Consultant/Retainer/Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/Retainer's/ Representative's/Consultant's/Associate's commission is payable in India or abroad against or in connection with any resultant Contract except for submission of Bank Guarantee and uploading of bid using Digital Signature Certificate as per provision of bidding document.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

DATE : _____

FORM - S

SUBJECT: METHODOLOGY OF EXECUTION

NAME OF WORK : _____

BIDDING DOCUMENT. : _____

In this Proposal FORM, Bidder shall detail out **Methodology of Execution** of work, as applicable for the following:

In this Exhibit, Bidder shall furnish the following:

1. Methodology of execution of residual basic design and detailed engineering considering/ furnishing
   - Availability of 3D modelling with SP3D software along with details such as number of work stations, available experienced manpower etc.
   - Availability of latest IT communication system and Engineering Documentation Management & control & Transfer of deliverables
   - Exposure of engineering company for above software
   - Key personnel to be deployed by main bidder, either at Bidder's design office or design office of Engineering sub-contractor, for review, approval and monitoring.

2. Methodology of Construction Execution covering.
   - Mobilization of heavy-duty crane for installation of heavy lifts mentioned under (3) below.
   - working in Monsoon period
   - Extent of mechanization of construction processes/equipment
   - Expediting of material/equipment
   - Quality Assurance
   - HSE policy Implementation

3. Heavy Equipment
4. Any Other

(STAMP & SIGNATURE OF BIDDER)

DATE:

FORM-T

DETAILS OF PROPOSED ORGANISATION

NAME OF WORK : _____

BIDDING DOCUMENT. : _____

The Bidder shall submit herein details of Head Office and Project/Site Organisation proposed to be deployed for execution of work. Bidder shall also furnish the bio-data of Site-in-Charge and key personnel to be deployed meeting the minimum criteria specified in the SCC/Technical Section of bidding document.

Bidder understand that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and/or categories, if required if directed by Engineer-in-Charge in order to compete the work within the completion schedule and quoted lumpsum price.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

FORM-U

DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMRNT

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
1	CRANES																
1.1	3200 MT																
1.2	1250 MT																
1.3	1000 MT																
1.4	500 MT																
1.5	300 MT																
1.6	150 MT																
1.7	75 MT																
1.8	50 MT																
1.9	20 MT																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
1.10	15 MT																
1.11	10 MT																
1.12	5 MT																
2	DIESEL GENERATORS																
2.1	500 KVA																
2.2	300 KVA/250KV																
2.3	150 KVA/125KV																
3	COMPRESSORS																
3.1	600 CFT																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
3.2	350 CFT																
4	WELDING M/CS																
4.1	DIESEL WELDING M/C																
4.2	DIESEL GENERATOR																
4.3	WELDING TRANSFORMERS/ RECTIFIERS																
4.4	TIG WELDING M/CS																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
5	GRIT BLASTING M/CS																
6	SPRAY PAINTING M/CS																
7	STRESS RELIEVING M/CS																
8	RADIOGRAPHY M/CS																
9	TEST PUMP																
10	WATER PUMP																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
11	TRANSPORTA-TION EQPT																
11.1	TRACTOR -TRAILOR																
11.2	TRUCKS																
11.3	BUS																
12	JACKS																
12.1	MECHANICAL																
12.2	HYDRAULIC																
13	CIVIL																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
13.1	EXCAVATORS																
13.2	DUMPERS																
13.3	BATCHING PLANT																
13.4	CONCRETE PUMP CAR																
13.5	TRANSIT MIXER																
13.6	MIXER																
13.7	VIBRATORS																
13.8	COMPACTORS																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
13.9	THEODOLITES																
14.0	OTHERS																
14.1	INSULATION TESTING EQUIPMENT																
14.2	SECONDARY INJECTION TESTING KIT																
14.3	METERS, TOOLS & TACKLES ETC.																

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE (IN MONTH)														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
14.4	CALIBRATION EQUIPMENT																
14.5	OTHER TOOLS & TACKLES																
14.6	MULTI METERS CALIBERA T-ORS ETC.																
14.7	BATCHING PLANT																

(STAMP & SIGNATURE OF BIDDER)

Note – The Schedule shall be modified as per the Time Schedule. Bidder to add other equipment's as required

FORM-V

DEPLOYMENT SCHEDULE OF SUPERVISORY PERSONNEL

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
1	PROJECT MANAGEMENT															
1.1	PROJECT MANAGER															
1.2	PLANNING MANAGER															
1.3	PLANNING ENGINEERS															
2	RESIDUAL DESIGN AND DETAILED ENGINEERING															
2.1	PROJECT ENGINEERING MANAGER															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
2.2	ENGINEERING COORDINATOR															
2.3	ENGG. PERSONNEL FOR VARIOUS DISCIPLINE															
2.3.1	CIVIL STRUCTURAL															
(i)	ENGINEERS															
2.3.2	PRESSURE VESSELS															
2.3.3	MECHANICAL EQPT/ ROTARY EQPT.															
2.3.4	PIPING															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
(i)	ENGINEERS															
2.3.5	ELECTRICAL															
(i)	ENGINEERS															
2.3.6	INSTRUMENTATION															
(i)	ENGINEERS															
2.3.7	MISCELLANEOUS															
3	PROCUREMENT															
3.1	PURCHASE															
3.1.1	PURCHASE MANAGER															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
3.1.2	PURCHASE COORDINATOR															
3.1.3	PURCHASE OFFICER															
3.2	INSPECTION															
3.2.1	INSPECTION MANAGER															
3.2.2	INSPECTORS															
3.3	EXPEDITING															
3.3.1	EXPEDITING COORDINATOR															
3.3.2	EXPEDITORS															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
3.4	CUSTOM CLEARANCE, IMPORT LICENCE, TRANSPORTATION PERSONNEL															
4	SITE CONSTRUCTION															
4.1	PROJECT MANAGER															
4.2	CONSTRUCTION MANAGER															
4.3	CIVIL STRUCTURAL															
4.3.I	LEAD ENGINEER															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
4.3.2	SITE ENGINEER															
4.3.3	SUPERVISORS															
4.4	MECHANICAL WORKS															
4.4.I	LEAD ENGINEER															
4.4.2	SITE ENGINEER															
4.4.3	SUPERVISORS															
4.5	PIPING WORK															
4.5.1	LEAD ENGINEER															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
4.5.2	SITE ENGINEER															
4.5.3	SUPERVISORS															
4.6	ELECTRICAL WORK															
4.6.1	LEAD ENGINEER															
4.6.2	SITE ENGINEER															
4.6.3	SUPERVISORS															
4.7	INSTRUMENTATION WORK															
4.7.1	LEAD ENGINEER															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
4.7.2	SITE ENGINEER															
4.7.3	SUPERVISORS															
4.8	QUALITY ASSURANCE/ QUALITY CONTROL															
4.8.1	QC/QA MANAGER															
4.8.2	INSPECTOR (CIVIL)															
4.8.3	INSPECTOR (PIPING)															
4.8.4	INSPECTOR (MECH EQPT)															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
4.9	SAFETY ENGINEER															
4.10	SITE ENGINEERING WORKS															
4.10.1	ENGINEERS															
4.10.2	SUPERVISORS															
4.11	COMPUTER ENGINEER															
4.12	ADMINISTRATION MANAGER															
4.13	MISCELLANEOUS															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
4.14	WAREHOUSE PERSONNEL															
4.15	MATERIAL MANAGER															
4.16	COMMISSIONING															
i)	COMMISSIONING COORDINATOR															
ii)	COMM ENGINEER (SHIFT- IN-CHARGE)															
iii)	CONTROL ROOM COORDINATOR															

SL. NO.	DESCRITPION	DEPLOYMENT SCHEDULE (IN MONTH)														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
iv)	FIELD SUPERVISOR															
v)	TECHNICIAN															
vi)	Any Other															

Note – The Schedule shall be modified as per the Time Schedule

(STAMP & SIGNATURE OF BIDDER)

FORM–W

DECLARATION OF BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST

In the case of company:

We, M/s_____, hereby declare that we have not been placed on any BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST declared by **Engineers India Ltd.**/ Bharat Petroleum Corporation Ltd. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or any Government Department / Quasi Government agencies/Public Sector, except as indicated below:

(Here give particular of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, and in absence thereof, state "NIL".)

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s_____, which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been banned or placed on BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST declared by **Engineers India Ltd./ Bharat Petroleum Corporation Ltd.**or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or any Government Department / Quasi Government agencies/ Public Sector, except as indicated below:

(Here give particulars of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s_____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been banned or placed on BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST declared by **Engineers India Ltd./ Bharat Petroleum Corporation Ltd.** or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas)or any Government Department / Quasi Government agencies/Public Sector, except as indicated below:

(Here give particulars of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular of BLACK-LIST /HOLIDAY LIST / SUSPENSION LIST/ BANNING LIST/ DELISTED LIST/ NEGATIVE LIST, **Bharat Petroleum Corporation Ltd** or its Administrative Ministry or its authorised representative, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

SIGNATURE OF BIDDER :_____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Date:10.11.2025

GENERAL CONDITIONS OF CONTRACT (GCC)

BHARAT PETROLEUM CORPORATION LIMITED

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GENERAL CONDITIONS OF CONTRACT

SECTION - I

DEFINITION OF TERMS

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings :

1) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns

2) "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assigns.

3) The "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation Limited or his successor in office designated by the Owner.

4) The "Engineer-in-Charge" shall mean the person designated as such 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.

5) The "Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.

6) The "Permanent Work" means and includes works which will be incorporated in and form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

7) The "Construction Equipment" means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.

8) The "Site" means the areas on which the permanent works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.

9) The "Contract Document" means collectively the Tender Document. Designs. Drawings or Specifications, agreed variations, if any, and such other document constituting the tender and acceptance thereof.

10) The "Consultant" means the consulting engineers Nominated/appointed by the Owner for this Project / job.

11) The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.

12) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

13) The "Specification" shall mean the various technical specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda, of relevant Indian Standard Specification, specifications of the other country published before entering into Contract.

14) The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, furnished or approved in writing by the Engineer-in-Charge.

15) The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.

16) The "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the works.

17) The "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge to the contractor when the works have been completed to his satisfaction.

18) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of liability is over for releasing the retention money/ PBG /Insurance Surety Bond .

19) The "Period of Liability" in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.

SECTION - II

GENERAL INFORMATION ABOUT SITE

2.1 LOCATION OF SITE &ACCESSIBILITY:

The site location is described in the Special Conditions of Contract. The intending tenderer should inspect the site and make himself familiar with site conditions and available facilities.
Entry into the BPCL areas is restricted depending on location/site. Only pass holders as also vehicles with special permits are permitted in such restricted areas. Inside the premises access to various work spots is also further regulated by permits issued for each area. Non-availability of access roads or permits for entry of vehicles/equipment to any specific area shall in no case be the cause to condone any delay in execution of works or be the cause for any claims or extra compensations.

2.2 SCOPE OF WORK

The scope of work is defined in the Special Conditions of Contract and specifications. The Contractor shall provide all necessary materials, equipments / Tools and Tackles / Supervision / labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in these tender documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

2.3 LAND FOR CONTRACTOR'S FIELD, GODOWN AND WORKSHOP:

The tenderer should visit the site and acquaint himself with site conditions, availability of water, electricity, approach roads, construction materials as per specifications, shelter for his staff, etc. since these are to be provided/arranged by the tenderer (unless otherwise specified) at his cost.
The owner will, at his discretion and convenience based on availability for the duration of the execution of the work, make available, land for construction of contractor's field office, go-downs, workshop and fabrication 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 approved by the Engineer-in-Charge.
On completion of the works undertaken by the Contractor, he shall remove all temporary works/ shed erected by him and have the site cleaned as directed by Engineer-in-Charge if the contractor shall fail to comply with these requirements, the Engineer-in-charge may at the expenses of the Contractor remove such surplus and rubbish material, dispose off the same as he deems fit and get the site cleared as aforesaid; and the 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 seven days notice on security reasons or on material interest otherwise.

2.4 SAFETY STANDARDS FOR TEMPORARYBUILDINGS

All temporary buildings, sheds, workshops, field stations etc. shall be constructed in conformation with the safety and security regulations of the owner as regards location and type of structure.

SECTION - III

GENERAL INSTRUCTION FOR THE TENDERER

3 SUBMISSION OF TENDER:

3.1 The quotation should be submitted only in the manner and the form prescribed in the Request For Quotation (RFQ)/Tender enquiry.

3.2 Addenda/Corrigenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should consider the Addenda/Corrigenda and should price the work based on revised quantities when amendments for quantities are issued in addenda.

3.3 Tenders should always be placed in double sealed covers, superscribing Tender No_____Tender for _____(name of job), Bharat Petroleum Corporation Limited, due for opening on _____

The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover. (This will not be applicable in the case of e-tenders) Tenders received in open condition (priced bid) are liable to be rejected.

3.4 Instructions for two part bidding

i) The bid should be submitted in two parts viz.
   a. Techno-commercial bid.
   b. Price bid.
ii) Techno-commercial bid shall have the following information/details
   a. Technical deviation if any.
   b. Commercial deviation if any like extra taxes, duties etc.
   c. Copy of price bid with prices blanked off.
   d. Any other relevant information.
iii) Price Bid shall have only prices as per schedule of Rates.
iv) Techno-commercial bid and price bid shall be enclosed in two separate envelopes with the subject job, type of bid, bidders name super-scribed on top. Both these envelopes shall be sealed in a common envelope and submitted as specified above and in covering letter. (This will not be applicable in the case of e-tenders)

4 DOCUMENTS:

4.1 The tenders, as submitted shall include all documents/details asked for by BPCL in the RFQ/Tender enquiry.

4.2 All pages to be initialed:

Wherever signed tender documents are submitted, all signatures in the documents shall be dated, as well as all the pages of the documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. Tenders without signatures as stated above are liable to be rejected.

4.3 Rates to be in Figures and Words:

The tenderer should quote the rates in English both in figures as well as in words. Offers received without the rates in figures and in words are liable for rejection. In case of discrepancy exists between the rate quoted in figures and in words, the rates quoted in words will prevail.

4.4 Corrections and Erasures:

All corrections and alteration in the entries of tender papers will be signed in full by the tenderer with date. No erasures or over-writings are permissible.
In case of priced bids containing overwriting/cuttings/erasures in the quoted rates and in case these are not attested by the signatory of the bid, such priced bids are liable to be rejected without giving any further notice.

4.5 Signature of Tenderer:

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature with company stamp. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing with company stamp.
Tender by Company or Corporation registered under the relevant companies act, shall be signed by the authorized representative and a power of attorney in that behalf shall accompany the tender.Transfer of tender documents issued to one intending tenderer to another is not permissible.

5 PURCHASE PREFERENCE:

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

6 (a) EARNEST MONEY:

The tenderer must submit/ deposit earnest money, if specified in the RFQ/Tender enquiry, failing which the tender is liable to be rejected. Earnest Money Deposit shall be submitted in the form of crossed Demand Draft in favour of "Bharat Petroleum Corporation Ltd." / Electronic Funds Transfer to BPCL Bank Account / Bank Guarantee executed by any Scheduled Bank approved by Reserve Bank of India (as per Proforma provided in Annexure) / Insurance Surety Bond (as per Proforma provided in Annexure). Earnest Money Deposit (EMD) shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids and shall be submitted from any Indian Scheduled Commercial Bank / Indian Branch of Foreign Bank. EMD submitted by foreign vendors shall be in USD / EURO only.
In case of limited tender, Earnest Money deposit (EMD) is not applicable for registered contractors of BPCL.

NOTE : Exemption of Bidding Document fee and EMD will be applicable for Micro and Small Enterprises (MSEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSEs having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. Such bidder shall submit Self attested copy of the certificate, valid upto validity of the offer, indicating that their registration includes the items/works under tender. The registration certificate should remain valid during the period of the contract that may be entered into such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.
NOTE: No interest shall be paid by the Owner on the earnest money deposit by the tenderer. The earnest money of the unsuccessful tenderer will be refunded after the completion of BQC evaluation / Technical Evaluation / Priced Bid Evaluation as applicable.

(b) CONVERSION OF EMD TO SECURITY DEPOSIT:

The earnest money deposit (EMD) of the contractor whose tender may be accepted, if paid in forms other than Bank Guarantee / Insurance Surety Bond, can be converted to security deposit for due performance of the contract if the contractor so desires. The "performance security deposit/retention money" vide clause 18 shall also be applicable limiting to a maximum of 10% of the contract value.

7 (a) BID VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender (Technical Bid in the case of two bid). The tenderer shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke, or cancel his tender or vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender, varying any terms in regard thereof without the consent of Owner in writing, appropriate penal action will be taken by BPCL as deemed fit including putting the tenderer/contractor on 'Holiday listing'/'Delisting' barring the tenderer/contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms. Further in the case of contractors who are not registered with BPCL, the earnest money deposited by him will be forfeited. Once the quotation is accepted the rates quoted shall be firm till the entire work is completed.

(b) LANGUAGE OF BID:

The Bid, all correspondence and documents relating to the bid, between Bidder and BPCL, shall be written in English language only. Any supporting document furnished by Bidder may be written in other language provided that this literature is accompanied by an authenticated English translation in which case, for purpose of interpretation of the Bid, the English translation shall govern.

8 ADDENDA / CORRIGENDA:

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to effect modification in the design or tender terms. All addenda/corrigenda issued shall become part of tender Document.

9 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

9.1 The right to accept the tender will rest with the Owner. The Owner, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

9.2 The whole work may be split up between two or more contractors or accepted in part and not entirely if considered expedient.

9.3 Tenders in which any of the particulars and prescribed informations are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

9.4 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

9.5 Tender containing uncalled remarks or any additional conditions are liable to be rejected.

10 (a) INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

(b) HOLIDAY LISTING:

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL. It can be accessed using the following link: https://www.bharatpetroleum.in/pdf/Holiday-Listing-Policy-2024.pdf

(c) FOREIGN BIDDERS:

It is mandatory for the foreign bidder to furnish the documents for the compliance to requirement of PAN No. , Tax Residency Certificate and Form No.10F (applicable for foreign bidder in case of services in India is required as per scope of bidding document) as per Income Tax Act in case his receipts are subject to tax deduction at source in India:

(i) PAN No.

PAN as per the Indian Income Tax requirements shall be submitted, failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.

(ii) Tax Residency Certificate (TRC)

TRC containing prescribed particulars as per the Annexure from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements shall be submitted, failing which the relief under DTAA will not be available and consequently the actual rate of withholding tax will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

(iii) Form 10F

In additional to TRC, in order to claim the benefits of DTAA, bidder shall also submit additional information in form no. 10F as per Annexure. Form 10F has to be signed & verified by the assessee himself.

The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier. In case of failure to submit the above information, any additional tax liability on Owner, will be deducted from the payment due to the contractor.

11 COLLECTION OF DATA TENDERER'S RESPONSIBILITY & TIME SCHEDULE:

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

The time period allowed for carrying out the job shall be as shown in tender document. Request for revision for time schedule after tenders are opened will not be received for consideration.

12 RETIRED GOVERNMENTS OR COMPANYOFFICER:

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the States/Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained the permission of the State/ Central Government, or of the Owner as aforesaid before submission of tender, or engagement in the Contractor's service as the case may be.

13 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma attached with tender enquiry within a period of one month of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

14 (a) FIELD MANAGEMENT:

The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Owner. The Engineer-in-Charge may also authorize his representatives to perform his duties and functions.
Coordination of Work - The Engineer-in-Charge shall coordinate the work of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute strictly in accordance with the site instructions to avoid hindrance to the works being executed by other agencies.

14 (b) CONSULTANCY CONTRACTS:

This General Conditions of Contract (GCC) will be binding for Consultancy jobs only to the extent of its applicability to the context of consultancy jobs.

SECTION - IV
INTERPRETATION OF CONTRACT DOCUMENTS

15 INTERPRETATION OF CONTRACT DOCUMENT:

15.1 Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Engineer-in-Charge, who shall give his decisions and issue to the Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.

15.2 Works shown upon the drawing but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

15.3 Headings and marginal notes to the clauses of these General Conditions of Contract or to specifications or to any other tender document are solely for the purpose of giving a concise indication and not a summary of the content thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof of the Contract.

16.4 Singular and Plural:

In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.

16 SPECIAL CONDITIONS OF CONTRACT:

16.1 Special Conditions of contract shall be read in conjunction with the General Conditions of Contracts, specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.

16.2 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.

16.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provision of the General Conditions of Contract and shall to the extent of such repugnance or variations, prevail.

16.4 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 own cost.

16.5 The materials, designs and workmanship shall satisfy the relevant Indian Standards, the Job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

17 CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

The contractor in fixing rate shall for all purposes whatsoever be deemed to have him self independently obtained all necessary information for the purpose of preparing his tender. 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 the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawing 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 Contract Documents. The Contractor shall be deemed to have visited surrounding 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 communications, whether by land, water or air, and as to possible interruptions thereto and the access to and regress 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 building as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds, climate conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

Any neglect 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 risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the contract agreement shall in any way affect or modify any of the terms or obligations herein contained.

18 PERFORMANCE SECURITY DEPOSIT/RETENTION MONEY:

18.1 To ensure performance of the contract and due discharge of the contractual obligations, the successful contractor will have to provide security deposit of 10% of the basic value of contract unless otherwise specified in the Special Conditions of Contract. Amount received/retained towards this clause will be considered as security deposit.
This Security deposit may be furnished in the form of an Account payee Demand Draft payable to BPCL or Bank Guarantee / Insurance Surety Bond in the prescribed format. The contractor shall have the option to adjust any Earnest Money Deposit- (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee / Insurance Surety Bond the validity of the same to be extended suitably as advised by BPCL.
In the case of security deposit submitted in the form of Bank guarantee / Insurance Surety Bond, the Bank Guarantee / Insurance Surety Bond shall be valid and remain in force till the contractual completion period (expiry of the defect liability period- refer clause-74, if applicable) and with a claim period of six months thereafter. The Bank Guarantee / Insurance Surety Bond shall be in the form prescribed.
In case the successful contractor is not furnishing the performance security deposit as referred above on award of the job, the same shall be deducted from each running account bills at the rate of 10% of bill value till overall security deposit of 10% as mentioned above is collected.
The security deposit will be retained till the successful completion of the work and thereafter till the expiry of the defect liability period (refer clause-74), if applicable. This retention money / Bank guarantee / Insurance Surety Bond held shall be released after the expiry of the defect liability period provided that any defects appearing during that period are corrected by the contractor and subject to Clause 18.2 below.
In the case of value/rate/quantity contracts, the security deposit shall be based on individual release orders issued. In case of LSTK (Lump Sum Turnkey Contracts) / EPC: PBG / Insurance Surety Bond @ 10% within 15 days of notification of award. In case of Annual Rate Contracts (ARCs): Submission of PBG / Insurance Surety Bond @ 10% of Total Contract Value (TCV) or submission of initial security deposit @ 2.5% of TCV within 15 days of notification of award. In cases where only 2.5% of TCV has been submitted, 7.5% of individual release order shall be subsequently deducted from RA bills.
Vendors/contractors shall be asked to submit the SD within 15 days from the date of notification of award and in the event of delay in submission of SD, the contract can be terminated. However, if termination of contract is not in the interest of the work/ BPCL, an additional time up to 30 days can be allowed for submission of SD depending on merits of each case, beyond which the contract may be terminated with subsequent actions following termination as per tender/procedure.

18.2 If the contractor/ sub-contractor or their employees shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-in-Charge shall be final). These expenses can be recovered from the security deposit/retention money if recovery from other sources is not possible.

18.3 All compensation or other sums of money payable by the contractor to the Owner under terms of this contract may be deducted from his security deposit/retention money or from any sums which may be or may become due to the contractor by the Owner on any account whatsoever and in the event of his security deposit/retention money being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the Owner from sum deposited as security deposit/retention money.

18.4 The security deposit shall be held by the Owner, as security for the due performance of the Contractor's obligations under the contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the security deposit/retention money in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the contractor to the quantum of the Security Deposit/retention money.

18.5 The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars/EUROS in the case of foreign bidders. In case of Insurance Surety Bond, the same shall be from the Insurance company as approved by Insurance Regulatory and Development Authority of India (IRDAI).

18.6 Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendors shall insist their Bank for issuance of SFMS Bank Guarantee for faster payments. Vendors shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL.
Vendor should ensure the following for issue of E- bank guarantee:

a. The issuing bank is on SFMS platform
b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
c. For BG amendment, message type 767COV is to be used.
d. SFMS contains following details:
i. Beneficiary's bank name: ICICI Bank
ii. IFSC Code: ICIC0000393

iii BPCL'S Customer 1D: 8PCL583493800

e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: 1CIC0000393).

f. BG Issuance advice should mention applicable Unique Identifier Code (U1C) in row/ field number 7037 of SFMS Delivery Report.
   a. BPCL Location : Kharghar , Navi Mumbai
   b. Head office : Ballard Estate
   c. UIC : BPCL583493800

g. The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
h. SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

19 TIME OF PERFORMANCE:

19.1 The work covered by this contract shall be commenced as detailed in the purchase order or as per the instructions of the Engineer in charge and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The contractor should bear in mind that time is the essence of this agreement unless such time be extended pursuant to the provision of clause No. 21. Request for revision of Completion time after tenders are opened will not receive consideration.

19.2 Time Schedule of Completion: The general time schedule of completion is given in the tender document. Contractor should prepare a detailed monthly and weekly execution programme, jointly with the Engineer-in-Charge within two weeks of receipt of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of completion given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

20 FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.
For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- **Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

21 EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper.
In the event of extension of Time of the contract, if granted, the contractor shall be required to suitably extend the period of Bank Guarantee / Insurance Surety Bond if submitted, towards security Deposit/retention money suitably.

22. LIQUIDATED DAMAGES FOR DELAY:

22.1 Time is the essence of the contract. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the basic value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The parties agree that this is a genuine pre- estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the contractor including Security Deposit. In case where the concluded contract value is different from the original contract value due to the change orders/variation in executed quantities/extension of time, etc., the concluded contract value should be considered for recovery of Liquidated Damages for late delivery/delayed completion.

22.2 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of liquidated damages as the case may be for the delay periodically caused by the contractor.

23 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

24 TERMINATION/OFFLOADING:

24.1 The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

24.2 In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

25. FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the contractor, forming whole or part of such 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.

26 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

In any case in which, under any clause or clauses of this contract, the contractor shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest:

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.

b) To employ labour paid by the owner and to supply materials to carry out the work any part of the work, debiting contractor with the labour cost of tools and plants and equipment charges, the cost of the materials for which a certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all departmental charges and crediting him with the value of the work done

in all respects in the manner and at the same rates as if it had been carried out by the Contractor under the term of his contract. The certificate of Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in- Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

27 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 26:

In any case in which any of the powers conferred upon the owner by clause 26 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercised in the event of any further case of default by the contractor for which any clause of hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the power under sub-clause (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires takes possession of all or any tools and plants materials and stores in or upon the works or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, supervisor or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in, all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and any expenses of any such sale shall be final and conclusive against the contractor.

28 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

29 CHANGES IN CONSTITUTION:

Where the contractor is a partnership firm, the prior approval, in writing, of the Owner shall be obtained 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 sub-contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carryout 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 clauses 35 hereof and the same action may be taken and, the same consequence shall ensure as provided in the said clause.

30 IF THE CONTRACTOR DIES

Without prejudice to any of the rights or remedies under his contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the contractor.

31 EMPLOYEES OF THE OWNER NOT INDIVIDUALLY LIABLE:

No director or official or employee of the Owner 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.

32 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase on the item rates of the contract or any other right or claim whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

33 CONTRACTOR'S OFFICE AT SITE:

The contractor shall provide and maintain an office at the site, if space provided by the owner, for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instruction, notices, or other communications.

34 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCTS:

34.1 The contractor, on or after award of the work shall name and depute a qualified personnel having sufficient experience in carrying out work of similar nature to whom the equipments materials, if any, shall be issued and instructions for works given. The contractor shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the-works, competent sub-agents, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge, additional properly qualified supervision staff is considered necessary, they shall be employed by the contractor without additional charges on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in- Charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.

34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in- Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

34.4 All contractor's personnel entering upon the Owner's premises shall be properly identified by badges issued by owner which must be worn all times on Owner's premises.

35 SUB-LETTING OF WORK:

Sub letting of contracts shall not be generally permitted. However owner may permit sub letting of work on specific cases subject to the following:-

i) No part of the contract nor any share of interest there shall in any manner or degree be transferred assigned sublet by the contractor directly or indirectly to any firm or corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the Owner.

ii) Sub Contractors for Temporary Works Etc.:- The Owner may give written consent to sub-contract for execution of any part of the works at the site, being entered into by the contractor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.

iii) List of Sub-Contractors to be supplied: - At the commencement of every month the contractor shall furnish to the Engineer-in-Charge list of all sub-contractors or firms engaged by the contractor and working at the site during the previous month with particulars of the general nature of the sub-contract or works.

iv) Contractor's Liability Not Limited By Sub-Contractors:- Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-letting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

v) Owner may Terminate Sub-Contracts:- If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract and the contractor

upon the receipt of such notice shall terminate such sub contract and the latter shall forthwith leave the works, failing which the owner shall have right to remove such sub-contractors from the Site.

vi) No Remedy For Action Taken Under This Clause:- No action taken by the owner under the clause shall relieve the contractor of any of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise failing which, the owner shall have right to remove such sub-contractors from the Site.

36 POWER OF ENTRY:

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time in the opinion of the Engineer-in-Charge.

i. Fail to carryout the works in conformity with the contract documents, or
ii. Fail to carryout the works in accordance with the time schedule, or
iii. Substantially suspend work or the works for a period of Fourteen days without authority from the Engineer-in-Charge, or
iv. Fail to carryout and execute the works to the satisfactions of the Engineer-in-Charge, or
v. Fail to supply sufficient or suitable constructional equipments, temporary works, labour materials or things, or
vi. Commit or 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 the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
vii. Abandon the works, or
viii. During the continuance of the contract, 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 works and take possession thereof and of the materials, temporary works, constructional equipment, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works, by his agents, other contractor or workmen, or to re-let 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 aforesaid to use or authorize the use of any materials, temporary works constructional equipment, and stock as aforesaid without making payment or allowances to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary said works, constructional equipments and stock or being liable for any loss of damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other contractors (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in- Charge 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 constructional equipment, materials etc. belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

37 CONTRACTORS RESPONSIBILITY WITH OTHER AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction, to work in close co-operation and co-ordinate the works with other contractors or their authorized representatives and the contractor will put up a joint scheme, showing the arrangements, with other contractors / agencies for carrying his portion of work to the Engineer-in-Charge, and get the approval. The contractor before finally submitting the schemes to the Engineer-in-Charge shall have the written agreement of the other agencies. The Engineer-in-Charge before communicating his approval of the scheme, with any required modifications 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 conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner Indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes ordinances, laws, rules, regulations, etc.

38 OTHER AGENTS AT SITE:

The contractor shall have to execute the work in such place and condition where other agencies might also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained to works being executed in the above circumstances.

39 NOTICES:

Any notice hereunder may be served on the contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

40 RIGHTS OF VARIOUS INTERESTS:

i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall co-operate and afford other contractors reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.

ii) Whenever the work being done by any department of the Owner or by other contractors employed by the Owner is contingent upon work covered by the contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

41 RIGHT OF OWNER TO DETERMINE / TERMINATE CONTRACT

i) Owner shall, at any time be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case, the cost of approved materials at the site at current market rates as verified and approved by Engineer-in- Charge and of the value of the work done to date by the contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the contractor of such determination and termination and the reason thereof, shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Owner.

ii) Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

42 TERMINATION FOR CONVENIENCE :

BPCL shall, in addition to any other right enabling it to terminate the contract, have the right to terminate the contract at any time by giving prior written notice of at least 14 days to the contractor. Such termination shall be without prejudice to the rights of the parties that have accrued on or before the date of termination of the contract.

If the contract is terminated under this provision, the contractor is entitled to be compensated as under:-

a. the contract price attributable to the works performed as at the date of termination

and

b. the reasonable costs incurred by the contractor for termination of subcontractors or the repatriation of the contractors' and subcontractors' employees

less

the aggregate of all previous payments allocated to the works.

Any sums due to BPCL from the contractor accruing prior to the date of termination will be deducted from the amount to be paid to the contractor under the contract.

If, as a result of any such deductions, there is a negative amount payable to the contractor, then the contractor must pay an amount equal to such negative sum to BPCL within 15 days of BPCL intimating the contractor.

43 PATENTS AND ROYALTIES:

43.1 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 licence fees which may be due with respect thereto. If any equipment, machinery, materials or composition matters, to be used or supplied or methods and process to be practised or employed in the performance of this contract, is covered by a patent under which contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, compositions method or processes shall obtain such licences, and pay such royalties and licence fees as may be necessary for performance of the contract. In the event, the contractor fails to pay any such royalties or obtain any such licence, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his own expenses 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 knowledge of any patent under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, and 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 licence to use in any country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims on contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right with respect to any sub-contract entered into by contractor pursuant to the provisions of sub-contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

43.2 All drawings, blue prints, tracings, reproducible, models, plans, specification and copies thereof, furnished by the Owner as well as drawings, tracings, reproducible, plans specifications, design, calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of Owner and shall not be used for any other work but are to be delivered to the Owner at the completion of the contract.

43.3 Where so desired by Engineer-in-Charge, the contractor agrees to respect the secrecy of any document, drawings etc. issued to him for the execution of this contract, and restrict access to such documents, drawing etc. to the minimum and further, the contractor agrees to execute an individual SECRECY agreement from each or any person employed by contractor having access to such documents, drawings and to any other agency or individual, without the written approval by Engineer-in-Charge.

44 LIENS:

44.1 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 moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done.
Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge

45 OPERATION OF CONTRACT:

45.1 Law Governing:
Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

45.2 Non-Waiver of Default:

Any failure by the Owner or Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Contractor, as the case may be at any time to avail itself of same.

SECTION - V

PERFORMANCE OF WORK

46 EXECUTION OF WORKS:

46.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be furnished from time to time to the contractor by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements of BPCL and as stipulated in work permits as per the directions and to the entire satisfaction of the Engineer-in- Charge.

46.2 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.

46.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

47 COORDINATION AND INSPECTION OFWORK:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will be normally be passed by the Engineer-in-Charge or his authorized representative. A work order book / logbook will be maintained by the Contractor for each job in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgment within 12 hours. The non maintaining of the order book or non signing by the contractor shall not preclude the contractor from complying with the instructions.

48 WORK IN MONSOON ANDDEWATERING:

48.1 The completion of the work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

48.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

49 WORK ON SUNDAYS ANDHOLIDAYS:

For carrying out work on Sundays and Holidays if needed, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. No special compensation on this account will be payable.

50 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK:

50.1 <u>Place of Work:</u>

The work has to be executed at specified premises as per the tender. Contractor should apprise himself of all the conditions prevailing in such location and the restrictions placed on movement of personnel and equipment, types of equipment and tools permitted, working methods allowed etc. in the light of security and safety regulations operative in the area.

The safety regulations to be complied with, by the contractor will also be provided along with the tender. No idle time wages or compensation for temporary stoppage of work or restrictions would be paid, and the rate quoted for the various items of work should cover the cost of all such contingencies and eventualities. Substantial structures and utilities exist both above ground and underground, adjacent to the work site. (The construction activity gets restrained by the existence of such structures and utilities). Special care is necessary in transportation, storage, working on equipments and other construction activities to protect the existing features and prevent damage to any facility. Necessary protective structures barricades etc. have to be erected at various places as directed by Engineer-in-Charge. No extra payment of such protective works will be made unless specially provided in the tender.

50.2 The working time or the time of work is 48 hours per week normally. Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may 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 Owner on this account.

50.3 The contractor must arrange for the placement of workers in such a way that the delayed completing of the work or any part thereof for any reasons whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

50.4 The contractor shall submit to the Owner 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.

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51 DRAWINGS TO BE SUPPLIED BY THE OWNER:

51.1 Where drawings are attached with tender, these shall be for the general guidance of 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.

51.2 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 Engineer-in-Charge, discrepancies, if any, therein before actually carrying out the work.

51.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office of the site and shall be made available to the Engineer-in-Charge 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 works. Reference is also invited to clause 43.2 and 43.3 above regarding drawings and other documents.

52 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

52.1 Where drawings/data are to be furnished by the contractor, they shall be as enumerated in the special conditions of contract, and shall be furnished within the specified time.

52.2 Where approval of drawings before manufacture / construction / fabrication has been specified, it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with manufacture construction / fabrication, as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamps duly signed by both the contractor and the Engineer-in-Charge.

52.3 A period of 3 weeks from the date of receipt shall be required normally for approval of drawings by the Engineer-in-Charge.

53 SETTING OUT WORKS:

53.1 The Engineer-in-Charge shall furnish the contractor with only the four corners of the work site and a level bench mark and the contractor shall set out the works and shall provide efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

53.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precaution to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The, work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereof or joining in setting out the work shall not relieve the contractor of any of his responsibilities.

53.3 Before beginning the works, the contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

53.4 Pillars bearing geodetic marks located at the site of work under construction should be protected and fenced by the contractor.

53.5 On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.

54 RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

55 MATERIALS TO BE SUPPLIED BY CONTRACTOR:

55.1 The contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The materials procured by the contractor shall be BPCL approved/specified quality.

55.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material procured. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.

55.3 Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these

will be arranged by the contractor promptly at his own cost.

56 MATERIALS SUPPLIED BY OWNER:

56.1 If the specifications of the work provides for the use of any materials of special description to be supplied from the Owner's stores, price for such material to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract. The contractor shall be bound to purchase and shall be supplied such materials as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of the actual materials supplied by the Owner will be recovered from the running account bill on the basis of the actual consumption of materials in the work covered and for which the running account bill has been prepared. After the completion of the works, however, the contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

56.2 The value of the materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of chargeable materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work, and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in- Charge in perfectly good condition, at contractor's cost.

57 CONDITIONS FOR ISSUE OF MATERIALS:

i) Materials specified to be issued by the Owner will be supplied to the contractor by the Owner from his stores/location. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner framed from time to time.

ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturer.

iv) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall be duty of the contractor to inspect the material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of the Engineer-in-Charge.

vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right, at his own discretion, to Issue such materials If available with the Owner or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, nor shall this, constitute a reason for the delay in the execution of the work.

viii) None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form.

ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond for safe custody and accounting of all materials issued by the Owner.

x) The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

xi) A daily account of the materials issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.

xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores/location where from they were issued or to the place as directed by the Engineer-in-Charge.

xiii) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose(s) than issued for.

58 MATERIALS PROCURED WITH ASSISTANCE OF OWNER:

Notwithstanding anything contained to the contrary in any or all the clause of this document where any materials for the execution of the contract are procured with the assistance of Owner either by issue from Owner's stock or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for the Owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the owner and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason, whatsoever on his being paid or credited such prices as the Engineer in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in- Charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of the licenses or permits, and/or for criminal breach of trust, be liable to compensate the Owner a double rate or high rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

59 MATERIALS OBTAINED FROM DISMANTLING:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 66 & 70 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

60 ARTICLES OF VALUE FOUND:

All gold, silver and other materials, of any description and all precious stones, coins, treasure relies, antiquities and other similar things which shall be found in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or person indicated by the Owner.

61 DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff or any doubt, arise as to the meaning of any such instructions or should there be any misunderstanding between the contractor's staff and the Engineer-in-Charge's staff, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, or doubts, or misunderstanding shall in any event be admissible.

62 ALTERATIONS IN SPECIFICATIONS AND DESIGNS AND EXTRA WORK:

A) The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to of substitutions for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agree to do the main work. The time for completion of work may be extended for the part of the particular job at the discretions of the Engineer-in-Charge, for only such alteration, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of works as specified in the contract for the work. The opinion of the Engineer-in-Charge as to whether the rates can be reasonably so derived from items in the contracts will be final and binding on the contractor.

c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) and (b) above, then the contractor shall inform the Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rates on the basis of the prevailing market rates of materials, labour cost at schedule of labour plus 10% to cover contractor's supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

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d) Provisions, contained in sub-clause (a) to (c) above shall not, however, apply:

Where the value of alterations / additions / deletions or substitutions exceeds beyond plus or minus 25% of the estimated contract value (i.e. quoted item rates of contractor shall hold good for variations etc. within plus or minus 25% of estimated contract value)

B) In the event and as a result of such alternatives / additions / substitutions / deletion, the scope of contract work exceed the value stipulated in the contract by more than the limits given in clause (d) above, the Contractor shall claim revision of the rates supported by the proper analysis in respect of such items for quantities in excess of the above limits, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (b) of Clause 62 A, and the Engineer-in-Charge may revise their rates having regard to the prevailing market rates, and the contractor shall be paid in accordance with the rates so fixed. But, under no circumstances the contractor shall suspend / stop / slowdown the work on the plea of non-settlement of rates of items falling under this clause.

63 VARIATION IN CONTRACT VALUE :

Compensation for Reduction in Contract value due to change in quantity:

- Upto & inclusive of (-) 25% of Total Contract Value (TCV): No cost compensation.
- Beyond (-) 25% of TCV: Cost compensation @ 10% of reduction in the contract value from (-) 25% of TCV (i.e. 75% of TCV).

Discount to be obtained for Increase in contract value due to change in quantity:

- Upto & inclusive of (+) 50% of TCV: No discount.
  Beyond (+) 50% of TCV: Reduction @ 10% of increase in the contract value beyond (+) 50% of TCV.

64 ACTION WHERE NO SPECIFICATIONS ISSUED:

In case of any class of work for which there is no such specification given by the Owner 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 Engineer-in-Charge.

65 ABNORMAL RATES:

The contractor is expected to quote rate for each item after analysis of cost involved for the completion of item/work, considering all specifications and conditions of contract. This will avoid loss of profit or gain, in case of curtailment or change of specification for any item. In case it is noticed that the rates for any item, quoted by the tenderer are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer on demand.

66 INSPECTION OF WORK:

66.1 The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all time during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.

66.2 No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing. The contractor is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engine in-Charge.

67 ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works and taking measurement of work.

68 TESTS FOR QUALITY OF WORKS:

68.1 All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.

68.2 All the tests necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of test facility with the Owner, the required test shall be carried out at the cost of contractor at government or any other testing laboratory as directed by Engineer-in-Charge.

68.3 If any tests are required to be carried out in connection with the work or materials workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

69 SAMPLES:

The contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishing applied in actual work shall be fully identical to the approval samples.

70 ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge 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 Engineer-in-Charge or his authorised representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percentage of the estimated cost of the whole work, for every week limited toa maximum of 10 per cent of the estimated cost 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 replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

71 SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

72 OWNER MAY DO PART OF WORK:

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

73 POSSESSION PRIOR TO COMPLETION:

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possessions or use shall not be deemed to be an acceptance of any work completed in accordance with the contract agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, suitable adjustment in the time of completion will made and contract agreement shall be deemed to be modified accordingly.

74 PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

74.1 The contractor shall guarantee the installation/site work for a period of 12 (twelve) Months from the date of completion of work, unless otherwise specified. Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the contractor or from his security deposit. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.

74.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantee called for, he shall bring this to the notice of the Engineer-in-Charge in writing. The work will not be considered as complete and taken over by the Owner until all the temporary works etc., constructed by the contractor is removed and work site cleaned to the satisfaction of Engineer-in-Charge.

74.3 Care of Works:

From the commencement to completion of works, the contractor shall take full responsibility for the care of all works including all temporary works, and in case any damage, loss or injury happens to the works or to any part thereof or to any temporary work, from any cause whatsoever, he shall at own cost repair and make good the same, so that at completion, the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

74.4 Effects prior to taking over:

If at any time, before the work is taken over, the Engineer-in-Charge shall

a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance 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 herein after called 'Defects' in this clause) and

b) As soon as reasonably practicable, notice given to the contractor in writing of the said decisions 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 the 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 shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have 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 74.1) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion 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 works on the date so certified. If the works have 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 thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.

74.5 Defects after taking over:

In order that the contractor could obtain a completion 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 of omission of the contract that may have been noticed or developed after the works or group 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 the 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 completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

74.6 The Security Deposit/retention money deducted / furnished as per clause 18 of GCC shall be retained for the period of liability as given in clause 74.1 above. This Retention amount / Bank Guarantee / Insurance Surety Bond furnished against Security Deposit / retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.

74.7 Performance of contractor shall be evaluated on each job by Engineer-in-Charge and recorded. Review of performance will be carried out at appropriate intervals by BPCL.

SECTION VI

BILLS / MEASUREMENT / PAYMENT

75 SCHEDULE OF RATES AND PAYMENTS:

i) Contractor's Remuneration

The price to be paid by the Owner to contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor under the contract documents shall be ascertained by the application of the respective item rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the contractor under the contract and no further payment whatsoever shall be or become due or payable to the contractor under the contract.

ii) Schedule of rates to be inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final completion certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expense and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required, though the contract document may not fully and precisely furnish them. He shall make such provision in the item rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in- Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown on or described specially in contract documents.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charges or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

iii) Schedule of Rates to Cover Constructional Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional equipment, temporary work (except as provided for herein), pumps, materials, labour, the insurance, fuel, stores and appliances to be supplied by the contractor and other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof, finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of this contract.

iv) Schedule of Rates to cover Royalties, Rents and Claims:

The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the Owner which the contractor hereby gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of a such articles, processes or materials, Octroi or other municipal or local Board charges levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the contractor.

v) Schedule of Rates to Cover Taxes and Duties:

No claim or exemption or reduction of customs duties, GST, quarry or any port dues, transport charges, stamp duties or Central or States Government or Local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

vi) Schedule of Rates to cover Risk of Delay:

The schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractors conduct of work which occur from any cause including orders of owner in the exercises of his powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay.

vii) Schedule of Rates cannot be altered:

For work under unit rate basis, no alteration will be allowed in the schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted. The schedule of Rates are fully Inclusive rates

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which have been fixed by the contractor and agreed to the Owner and cannot be altered.
For lumpsum contract, the payment will be made according to the work actually carried out for which purpose an item wise or workwise, Schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills.

76 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN PROGRESS:

i) Measurements:

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorise agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of accepted by the contractor or his authorised representative.
For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurement will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

ii) Billing:

The contractor will submit a bill to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

iii) Dispute in Mode of Measurements:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

77 LUMPSUMS IN TENDER:

For the items in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items, or if part of the work in question is not In the opinion of the Engineer-in-Charge capable of measurement of determination, the owner may at his discretion pay the lumpsum amount entered In the tender or a percentage thereof and the certificate In writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

78 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect, or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and the adjustments of the accounts or otherwise, or in any other way vary or affect the contract.
The final bill shall be submitted by the contractor within one month of the date of physical completion of the work, and settled immediately but not later than 60 days otherwise the Engineer-in charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties. The final bill shall be presented by the contractor along with 'No claim certificate' in a format acceptable to the owner or such other documents as directed by the owner.

79 EXTRA WORK:

Should the contractor consider that he is entitled to any extra payment for extra job carried out whatsoever in respect of the works, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment for the extra work. Such notice shall be given to the Engineer-in-Charge within one week from the ordering of any extra work or happening of any event, upon which the contractor bases such claims, and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the owner to reject any such claim and no delay in dealing therewith shall be waiver by the owner of any rights in respect thereof.

80 PAYMENT OF CONTRACTOR'S BILL:

Generally no payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed. But in case of works estimate to cost more than Rs. 50,000/- the contractor on submitting the bill thereof be entitled to receive a monthly payment proportion to the part thereof approved and passed by the

Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit or any moneys due to the Owner etc.
75% payment of the Running Account bill (RA bill) shall be released within 15 calendar days of receipt of RA bill duly certified by Engineer-in-charge (EIC) and the balance payment shall be released within 30 days of receipt of RA bill by EIC after detailed scrutiny.

81 CONCLUSION OF CONTRACT:

In a situation where the L1 bidder is not lowest for some specific line items and the L1/L2 parity is likely to be affected during the execution of the contract, due to variation in quantities of individual line items in contract based on site conditions, then the final payment could be restricted to ensure that the overall total payment of the executed work does not exceed the overall amount that would have been payable to the then L1 as per the latter's quoted rates.

82 MODE OF PAYMENT:

Payment will be made to the contractor normally through NEFT mode.

82A Bill discounting through TreDs

The eligible MSME bidders can avail discounting Facility as follows:

Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart, M/s. M1 xchange, M/s C2treds and M/s DTX. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

83 COMPLETION CERTIFICATE:

83.1 Application for Completion Certificate:

When the contractor fulfills his obligation under clause 74.4, he shall be eligible to apply for completion certificate. The contractor may apply for separate completion certificate respect of each such portion of the work by submitting the completion documents along with such application for completion certificate.
The Engineer-in-Charge shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.
The contractor, after obtaining the completion certificate is eligible to present the final bill for the work executed by him under the terms of contract.

83.2 Completion Certificate:

The contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared off the site completely or until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The work will not be considered complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned of all debris etc., as described in clause in 83.3 below and to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

83.3 Clearing the site:

Cart away all debris generated from the work and dispose it off without giving rise to any complaints from local, municipal or government authorities. Metal scraps or any other scrap including wooden packing materials shall be disposed as instructed by the Engineer-in-Charge or as follows:

a) All unused scrap steel bar/ structural steel sections/pipe materials etc., (Free issue by owner) shall be the property of the owner and the same shall be returned by the contractor category-wise at their own cost to Owner's store. The weighment slip issued by the Warehouse (in original) is required to be attached along with the final bill/ material reconciliation statement. In case, the material is supplied by the contractor, as per their scope of work, the scrap material generated out of the same should be taken out at their own cost before the settlement of the final bill.

b) Insulation material (either issued by owner to the contractor or supplied by contractor) shall be kept in the area allocated by owner. During the insulation activities, the contractor should keep the work area clean on day-to-day basis. On completion of insulation job, all debris/packing should be taken out to the designated location or as directed by the Engineer in charge for disposal at their own cost before the settlement of the final bill.

83.4 The financial implication of above, if any, should be taken care of in the quoted rates; and no separate claim shall be entertained on this account. The final bill of the contractor shall be linked with the area cleaning in all respects, including removal of shuttering material, disposal of debris/scrap etc. to the entire satisfaction of Engineer-in- Charge.

84 FINAL DECISION AND FINAL CERTIFICATE:

Upon Expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein before provided in clause 74 and that the

contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) give a certificate herein referred to as the final certificate to that effect. The contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the owner.

85 CERTIFICATE FOR PAYMENTS AND EVIDENCE OF COMPLETION:

Except the final certificate, no other certificate or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or occupancy or validity of any claim by the contractor.

SECTION VII

TAXES/DUTIES/INSURANCE

86. TAXES AND DUTIES:

The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now in force or hereafter Imposed, increased or modified, from time to time in respect of work and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the contractor and the contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer - employee relationship and the contractor further agrees to comply and secure the compliance by all sub-contractors, with all applicable Central, State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be Imposed by the Central, State of Local Authority by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof.

86.1 The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit.

Deferment of GST Amounts shall be done for those vendors who have got instances of open mismatches due to non-compliance. Open mismatches refer to cases whereby OWNER could not claim the GST Input Tax Credit in the month of payment of invoice due to non-compliance/ delayed compliance by the VENDOR. Accordingly, Over and above any payment term mentioned in the tender including that mentioned in the GPC/GCC, payment to VENDOR by OWNER for the basic amount (i.e. amount excluding GST) shall be made as mentioned in GPC/GCC or as mentioned anywhere else in the tender as applicable. However, GST amount of the Invoices shall be paid only after the amount gets reflected in the return (GSTR-1 Return of outward supplies/GSTR-3B) submitted by the vendor on GSTIN portal (GSTR 2B of OWNER) to the satisfaction of OWNER. Till such time GST amount with correct details is reflected in GSTIN portal to satisfaction of OWNER, amount shall be withheld by OWNER.

Over and above, VENDOR is also required to issue e-invoice if the same is applicable to the OWNER. In absence of GST e-invoice, any loss of Input Tax Credit to the OWNER shall be indemnified by the VENDOR.
Deferment of GST amounts to the vendors are subject to compliance of any applicable Act.

86.2 In case of vendors for whom deferment of GST amounts were not done, any loss or non-availability of input tax credit by the OWNER due to non- compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.

86.3 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

87 INSURANCE:

Contractor shall at his own expenses carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

i) Employees State Insurance Act:

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by contractor or sub-contractor, of the Employee State Act, 1948 and also from all claims suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to filing, with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees whose aggregate remuneration as fixed by the concerned authorities and who are employed in the work provided for or those covered

by ESI Act under any amendment to the Act from time to time. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee State Insurance Act from wages and affix the Employee's contribution Cards at Wages payment intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the authorized bank, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The contractor agrees to maintain all Cards and records as required under the Actin respect of employees and the payments and the contractor shall secure the agreement of the subcontractor to maintain such records. Any expenses incurred for the contribution, making contribution or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may necessary, from the total contract value until contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

ii) Workman's Compensation and Employee's Liability Insurance:

Insurance shall be effected for all the Contractor's employees engaged in the performs of this contract, if any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability Insurance for the latter's employees if such employees are not covered under the contractors insurance.

iii) Any other Insurance Required Under Law or Regulations or by Owner:

Owner shall cover Project Material and Equipments under and over all Marine-cum-Erection Insurance Policy. Contractor shall carry and maintain any and all other insurance which be required under any law or regulation from time to time. He shall also carry and main any other insurance which may be required by the Owner.

iv) Automobile Liability Insurance:

Contractor shall take out an Automobile Liability Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurance shall be valid for the total contract period. No extra payments will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the insurance company, should such damage or toss result from unauthorised use of the vehicle.

88. DAMAGE TO PROPERTY:

i) Contractor shall be responsible for making good, to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premise all the work of the Owner, if such loss or damage is due to fault and/or the negligence willful acts or omission of contractor, his employees, agents,representative or \ sub-contractor.

ii) The contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims results from the fault and/or negligence or willful acts or omission of contractor, his employees, agents, representatives or sub-contractors.

89 LABOUR LAWS:

i) No labour below the age of eighteen years shall be employed on the work.

ii) The contractor shall not pay less than what is provided under the Minimum Wages Act for the applicable trade or category of workman to the worker engaged by him on the work and also ensure that any sub-contractors engaged by him also pay not below the applicable minimum wages under the Act and hold the company, indemnified in respect of any claims that may arise in respect or non-compliance with this requirements.

iii) The contractor shall observe all the formalities required under the provisions of the contract labour (Regulation and abolition) Act 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act Appropriate to the number of workmen to be employed by him or through sub-contractor and get him self registered under the Act. He shall produce the certificate of registration granted by the Govt. authority under the Act to the company before commencement of work. The company recognises only the contractor and not his sub-contractors under the provisions of the Act. The contractor will have to submit daily a list of his employees, who will be entering the Company's premises for the work awarded. He will also keep his wage register available at all times as close to the work site as possible and produce the same for inspection whenever required by designated Company officials. If the company so desires, a deposit may be taken from the Contractor to be refunded only after the Company is satisfied that all the workmen employed by the contractor have been fully paid for the period of work in Company's premises at least at rates equal to or better than wages provided for under the Minimum Wages Act.

iv) The Contractor will comply with the provisions of the employee's Provident Fund Act and the Family Pension Fund Act as may be applicable and as amended from time to time. Contractor shall obtain their own provident fund account number. Offer of the contractor who does not have provident fund account will be liable for rejection.

v) The Contractor will comply with the provisions of the Payment of Gratuity Act 1972 as may be applicable and as amended from time to time.

90 IMPLEMENTATION OF APPRENTICES ACT 1961:

The Contractor shall comply with provisions of the Apprentices Act 1961 and the Rules/orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Engineer-in-Charge 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 provision of the act.

91 CONTRACTOR TO INDEMNIFY THEOWNER:

i) The contractor shall indemnity the owner and every member, officer and employee of the Owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs, and expenses whatsoever arising out of or in connection with the matters referred to in clause 86 and all actions/ proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract documents. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damage, proceedings, costs, charges and expenses whatsoever, thereof or in relation thereto.

ii) <u>Payment of Claims and Damages:</u>

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid the Contractor and the contractor shall not be at liberty to dispute or question the rig of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the country.

In every case to which by virtue of the provisions of Section 12, sub-section (I) of workmen's compensation Act 1923 or other applicable provisions of workmen's Compensation Act any other Act, the Owner is obliged to pay compensation to a workmen employed by contractor in execution of the works, the Owner will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Owner under Section 12 sub-section (2) of the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under the contract or otherwise. The Owner shall not be bound to contest any clime made under Section

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12, sub-section (I) of the said Act except on the written request of contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable on consequence of contesting such claims.

iii) Employment Liability:

a) The contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All employees engaged by the contractor shall be on his/ their payroll and paid by him/ them. All disputes or differences between the contractor and his/ their employees shall be settled by him/ them. Owner has absolutely no liability whatsoever concerning the employees of the contractor. The contractor shall indemnify owner against all loss or damage or liability arising out of or in the course of his/ their employees. The contractor shall make regular and full payment of wages without giving any complaint by any employee of the contractor or his sub-contractor regarding non-payment of wages/ salaries or other dues. Owner reserves the right to make such payments directly, to such employee or sub-contractor of the contractor and recover the amount in full from the bills of Contractor, and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area with regard to payment of wages of his employees and also of employees of his sub-contractor.

b) The Contractor shall advise in writing to all of his employees and the employees of his sub-contractor as follows:
It is fully understood that your appointment and/ or deployment is only in connection with the owner and it does not give you any right of claim for employment by owner.

92 (a) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labour directly employed in the works for performance of the contractor's par this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

(b) MEDICAL FITNESS CERTIFICATION :

Contractor shall follow guidelines for medical fitness certification of workers employed for working at height more than 30 metres using temporary structures.

93 SAFETY REGULATIONS:

i) In respect of all labour, directly or indirectly employed In the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all safety provisions as per safety codes of C.P.W.D. Indian Standard Institution, the Electricity Act, The Mines Act and any such other acts as applicable.

ii) The Contractor shall ensure that he, his sub-contractor and his, or their personnel or representatives shall comply with all Fire / Safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or loss / or damage due to Fire to any property or a portion thereof, occurred as a result of failure to comply with such regulations, the contractor shall be held responsible for the consequences thereof and shall keep the company harmless and indemnified.

94 DISPUTE RESOLUTION:

i) In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025. The venue of mediation proceedings shall be at _____(Region/HQ from where the tender has been floated). BPCL Mediation Scheme 2025 can be accessed at https://www.bharatpetroleum.in/images/files/bpcl-mediation-scheme-2025.pdf

ii) If the dispute is not settled by mediation in terms of BPCL Mediation Scheme, 2025, then the dispute shall be referred for adjudication through a court of competent jurisdiction in India.

iii) The governing law of the contract shall be the substantive laws of India.

iv) Neither party shall be entitled for any pre-filing interest, i.e., from the date of cause of action till the date of filing of civil suit. Parties agree that any claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to grant any pre-filing interest to either of the parties.

v) In the event of any dispute 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/Organisations (excluding disputes relating to Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly).

95 JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

96 ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS:

1. Contract Agreement (in GCC)
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract (GCC)
10. Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

97 LIMITATION OF LIABILITY

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:
(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

98 POLICE VERIFICATION OF CONTRACT STAFF AND TRANSPORT CREW AT LOCATION:

The Contract staff should submit the following documents for enabling them to enter the location:
i) Police verification certificate issued by the police (PVC)
ii) Photocopy of Aadhaar Card (Original to be cross checked)
iii) Assurance certificate from the Vendor / Contractor /transporter

99 NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to Corporation, tenants or occupiers of other properties near the site and to the general public.

100 BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

i) Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.

ii) The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

iii) The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

iv) Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contactors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.

v) The contactor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

SECTION - IX

MEMORANDUM OF AGREEMENT

An agreement made this_____day_____of_____20 between BHARAT PETROLEUM CORPORATION LIMITED a Company Incorporated in India and having its registered office at Ballard Estate, Mumbai, (herein after referred to as 'the Company' which expression shall include its heirs, legal representatives, successors and permitted assignees) of the one part, and

_____

_____

_____

_____

(herein after referred to as "The Contractor" which expression shall include its heirs, legal representatives, successors and permitted assignees) of the other part, whereby it is agreed:-

1. The Contractor shall carry out and complete the work as mentioned in the Purchase order/Contract No. dated , (hereinafter referred to as "the work") for the Company at its specified site to its complete satisfaction in accordance with the specifications, schedule of rates and plans attached as per Purchase order/Contract and with the instructions given from time to time, by the Company's authorized engineer under whose supervision the work shall be-executed. The parties hereto agree that this agreement shall be effective from the date of the aforesaid Purchase Order/Contract.

2. Inspection of site: The Contractor has been given an opportunity before or at the time of the entrusting of the work to him of making an inspection of the site to set at rest any doubt he may have had about the difficulties attending his offer, and any difficulties which may be met with by him in the course of the execution of the work shall neither relieve him from fulfilling the terms of this Agreement, nor entitled him to claim extra payment or an extension of the period stipulated for the completion of the work, except where it will be agreed by the Company's authorized Engineer that such difficulties could not have been foreseen.

3. Supply of Labour and Materials: The Contractor shall furnish all labour, materials, equipment or tools necessary for the construction of the work, except such materials, equipment or tools as will be supplied by the Company and are detailed in Purchase order/Contract. The contractor will assume full responsibility for the protection and safety of the work during its construction. The details and dimensions shown on the said plans referred to in the Purchase order/Contract shall be strictly adhered to by the contractor and no alterations shall be made therein unless previous sanction thereto has been given in writing by the Company.

   (a) The Contractor shall prepare detailed and shop drawings and any other data required.

   (b) All materials supplied by the Contractor shall be of the best quality. The Contractor shall at his own cost arrange for and/or carry out any test of materials, which the Company's authorized Engineer may require.

   (c) The Contractor shall at the request of the Company's authorized Engineer immediately dismiss from the work any person employed thereon who, in the opinion of the Company's authorized Engineer, is unsuitable or incompetent or who, has been guilty of misconduct, and such person shall not again be employed or allowed on the works without the permission of the Company, in writing.

4. E. & O. E. No advantage is to be taken either by the Company or the Contractor of any clerical error or mistake, which may occur in the specification, schedule of rates, plans, tender or any other papers supplied to or by the contractor in connection with the work.

5. Damage on account of Incomplete work: The Contractor shall commence the work and shall complete the work as mentioned in Purchase order/Contract failing which the Contractor shall pay or allow to the Company to recover as liquidated damages, at the rate of minimum 0.5% per week of delay or part there of up to a maximum of 5% of the total contract value, if Liquidated damages clause is made applicable in the contract. Such damages may be deducted by the Company from any amount due to the contractor; otherwise they shall be recoverable by lawful means.

6. a) Determination of the Agreement: The company shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the company, the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever. On such determination / termination, the cost of approved materials,

brought by the contractor and lying at the site, at current market rates as verified and approved by company's engineer and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the company to the contractor of such determination and termination and reasons therefore shall be the conclusive proof of the fact that the contract has been so determined and terminated by the company.

Should the contract be determined as above and the contractor claims payment to compensate expenditure incurred by him in the expectation of completing the work, the company shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to satisfaction of the engineer-in-charge. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the contractor.

The contractor shall not be entitled to get any possible loss of profit that he could have earned had the contract been not determined / terminated under the above clauses of this article.

b) Termination/Offloading: The contractor fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company. In view of this, the contractor unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

In case a situation is brought about by the contractor warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company shall have the liberty and right to entrust/engage/award the work so terminated off loaded at the risk and cost of the contractor to any other agency/contractor by adopting any mode of inviting tenders, i.e. open/limited/single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

7. Defective Work / Materials: If the work done by the Contractor or any part there of shall be found defective in workmanship or by reason of bad or inferior materials used, then in such case he shall at his own risk and cost without delay, demolish all such defective work and rebuild or replace the same in a satisfactory manner. The Company may, if necessary, at the cost and risk of the Contractor, temporarily stop all other activities by the Contractor in connection with the work until such time as the defective work has been rebuilt or replaced at the Contractor's cost. In case of default on the part of the contractor to remove defectives work and rebuild or replace the same without delay and in a manner satisfactory to the Company, the Company shall be entitled to employ another Contractor or its own workman to carry out the removal and rebuilding or replacing at the risk and cost of the contractor.

8. Substitution of Contractor : If the Company finds it necessary to employ a person or persons for the purposes provided in clauses 6 (b) and 7 above, then the Company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the Company and if such amounts be more than the sums due or thereafter becoming due to the Contractor, than the balance, shall be a debt recoverable from the Contractor by the Company. The Contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the Company from removing defective work and re-building or replacing the same in a manner satisfactory to the Company and/or from, completing the work in the manner aforesaid.

9. Removal of Material: On the Determination of the Agreement as referred to in Clause 6, the Contractor shall at his own risk and cost remove from site within Seven days all his materials, equipment and tools. It is agreed that in case of such determination the company shall be entitled to purchase from the Contractor such materials as will be approved by the Authorized Engineer of the Company at the prices then current. If the Contractor does not remove the other materials, equipment and tools which he has been asked to remove within the time prescribed as aforesaid, the Company may remove and sell the same holding the proceeds less the cost of storage, removal and sale to the credit of the Contractor. Should Company incur any loss in respect of the sale, it shall be entitled to recover same from the Contractor.

10. Inspection of work: Inspection will be made periodically during the progress of the work by the authorized Engineer of the Company and all work performed must be of acceptable quality of which the said Engineer-in-Charge will be the sole judge.

11. Supervision: The Contractor shall during the whole time the work is in progress, employ one or more competent and technical English speaking Supervisors acceptable to the Company's authorized Engineer, one of whom at least shall be in constant attendance at the site while persons are at work there. Any directions, explanations, instructions, or notices in connection with the work given by the Company's authorized Engineer to these Supervisors shall be deemed to have been given to the Contractor.

12. Payment: The Company, in consideration of the contractor carrying out and completing the said work at the Company's said site, to the satisfaction of the Company, shall pay the contractor as per the said schedule of Rates, subject to deductions, retentions and abatements, if any to be made therefrom in accordance with the provisions of this Agreement. During the progress of the work and provided the work is progressing according to the time-table laid down to the contractor, the contractor shall be entitled once a month to receive advance payment on the above mentioned sum proportionate to such part of the work as shall have been executed during the preceding month but only after such part of the work as has been executed has been inspected and approved by the Company's authorized Engineer. From such interim payments each time 10% will be withheld as Security deposit and this 10% will be paid to the Contractor after the defect liability period, provided that any defects appearing during that period are corrected by him. OR

    100% payment will be made on the basis of actual executed quantities after satisfactory completion and due certification by BPCL Engineer-in-charge. In lieu of 10% Retention money towards Security deposit, contractor shall submit bank guarantee / Insurance Surety Bond of equivalent amount of retention money (10% of contract value) before submission of 1st Running Account (RA) bill valid for defects liability period specified. Further, the Bank Guarantee / Insurance Surety Bond shall have a claim period of six months beyond the date of expiry, and the same shall be mentioned clearly in the Bank Guarantee / Insurance Surety Bond.

13. Defects after Completion: Any defects which may appear within the defect liability period specified shall, upon the directions in writing of the Company and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless the Company shall decide that the Contractor will be paid for such amending and making good, and in case of default on the Contractor's part, the Company may amend and make good or have amended and made good such defects and all damages, losses and expenses consequent thereon, incidental to those shall be borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Company or may be deducted by the Company from any moneys due to or thereafter becoming due to the Contractor. Alternatively, the Company may, in lieu of such amending and making good by the Contractor elect to deduct from any moneys due or thereafter becoming due to the Contractor a sum to be determined by the Company sufficient to cover the cost of amending and making good such defects, and in the event of the amount withheld in accordance with Clause 12 being insufficient, recover the balance from the Contractor together with any expenses the Company may have incurred in connection with such recovery. Should any defective work have been done or bad inferior materials supplied by any Sub-Contractor employed on the work, has been approved by the Company as provided in Clause 15, the Contractor shall be liable to amend and make good in the same manner as if such work or materials had been done or supplied by the Contractor. The Contractor shall remain liable under this Clause notwithstanding the signing by the Company's authorized Engineer of any certificate or the passing of any account.

14. Alterations: The Company reserves the right at any time to alter any quantities of any item indicated in the Purchase order/Contract, in which case the total amount payable to the Contractor shall be less or higher, proportionate with the reduction or increase in quantity of such item, allowance for which will be made at the Contractor's agreed rates.

15. Subletting Agreement: The Contractor shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the contractor from the full and entire responsibility of his obligation under this Agreement.

16. Cancellation: The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Contractor and in such case the Contractor shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.

17. Workmen's Compensation Liability: The Contractor shall hold the Company harmless and indemnified from and against all claims, costs and charges for which the Company shall be liable under the Workmen's Compensation Act, 1923 and any amendments thereof and the expenses to which it shall be put thereunder, both in respect of personal injuries (within the meaning of the said Act) to the employees and servants of the Contractor or Sub-Contractors, (if any), arising out of, or occasioned during the currency of this agreement through the acts or omissions, whether due to negligence or not of the Contractor, Sub-Contractor and/or Company and/or their respective servants and employees and also in respect of the personal injuries (within the meaning of the said Act) to the servants and employees of the Company arising out of, or occasioned through the acts and omissions whether due to negligence or not of the Contractor, Sub-Contractor and or their servants and employees in carrying out any of the provisions of this Agreement. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company shall be entitled in law. The Contractor shall at his own expense effect and

maintain, until the completion of the work, with an approved office a Policy of Insurance in the joint names of the Company and the Contractor, against such risks and deposit such Policy or policies with the Company from time to time during the currency of this Agreement. The Contractor shall be responsible for anything not included in the Insurance Policies above referred to and also for all other damage to person or property arising out of or incidental to the negligent or defective carrying out of this agreement and shall keep the Company harmless and indemnified. He shall also indemnify the Company in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom. The Company shall be entitled to deduct the amount of any damages compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sum or sums due or thereafter becoming due to the Contractor.

18. Safety Regulation: The Contractor shall ensure that he/his Sub-Contractor and his, or their personnel or representatives shall comply with all safety regulations issued from time to time by the Company or otherwise howsoever and should any injury resulting in death or not or damage to any property occur as result of failure to comply with such regulations the Contractor shall be held responsible for the consequences thereof, shall keep the Company harmless and indemnified.

19. Dispute Resolution:

19.1 In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with BPCL Mediation Scheme, 2025. The venue of mediation proceedings shall be at _____(Region/HQ from where the tender has been floated). BPCL Mediation Scheme 2025 can be accessed at https://www.bharatpetroleum.in/images/files/bpcl-mediation-scheme-2025.pdf

19.2 If the dispute is not settled by mediation in terms of BPCL Mediation Scheme, 2025, then the dispute shall be referred for adjudication through a court of competent jurisdiction in India.

19.3 The governing law of the contract shall be the substantive laws of India.

19.4 Neither party shall be entitled for any pre-filing interest, i.e., from the date of cause of action till the date of filing of civil suit. Parties agree that any claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to grant any pre-filing interest to either of the parties.

19.5 In the event of any dispute 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/Organisations (excluding disputes relating to Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

(* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)."

20. Jurisdiction:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai/(Ernakulam-in the case of Kochi Refinery), for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai/(Ernakulam-in the case of Kochi Refinery), only will have jurisdiction to hear and decide such actions and proceedings.

21. Minimum Wages:

The Contractor, his executors and administrators (and in the case of a Limited Company, its successors and assigns) shall hold the Company harmless and indemnified from and against all claims, costs and charges, for which the Company shall be liable under the Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and any amendments or modifications thereof, and all expenses it shall be put thereunder through the acts or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of, any indemnity to which the Company shall be entitled in law.

22. Employees State Insurance: This Contractor hereby admits that he is fully aware of his responsibilities under the

Employees State Insurance Act, 1948, as an immediate employer of the employees engaged by him for the execution of this contract which he agrees to discharge. The Contractor acknowledge the statutory right of the company (as a Principle Employer) to recover the amount of the contributions, paid by it in the first instance in respect of the employees employed by or through him (the Contractor), as well as the employee's contribution, if any, either by deduction from any amount payable to him by the Company under any contract or as debt payable by him to the Company.

In witness where of the said contracting parties have set their hands.

Witness _____

For Bharat Petroleum Corporation Ltd.

_____

For Bharat Petroleum Corporation Ltd.

Witness _____

Contractor's witness - Signature

Name & Address:-

_____

Contractor's Signature

Name & Address:-

PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

FOR EARNEST MONEY / SECURITY DEPOSIT TOWARDS PERFORMANCE

To

Bharat Petroleum Corporation Ltd.

Dear Sirs,

M/s._____have taken tender for the work_____CRFQ No/PO No

_____for Bharat Petroleum Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs._____ (Rupees_____) as earnest money/security deposit in the form therein mentioned. The form of payment of earnest money/security deposit includes guarantee executed by Scheduled Bank, undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in case of default.

The said_____have 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 and agree with you that if default shall be made by M/s._____in performing any of the terms and conditions of the tender or in payment of any money payable to Bharat Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to you may direct the said amount of Rupees_____only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this guarantee postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said_____and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs._____(Rupees_____) from us in manner aforesaid 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.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said_____but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees_____Our guarantees shall remain in force until_____unless a suit or action to enforce a claim under_____Guarantee is filed against us within six months from _____(which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities thereunder.

6. We have power to issue this guarantee in your favour 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.

Yours faithfully

_____Bank by its Constituted Attorney Signature of a person duly authorized to sign on behalf of the bank.

Proforma of Insurance Surety Bond towards Bid Security (EMD) / Performance Security

[To be stamped in accordance with Stamp Act of India]

Insurance Surety Bond No. Date

To

[Bharat Petroleum Corporation Limited]

Dear Sirs,

In accordance with Invitation for Bids under your Tender No. & date……, M/s.....[Bidder's Name] ..... having its Registered / Head Office at ..... (hereinafter called the 'Bidder') wish to participate / have been awarded [as the case may be] in the said tender for ..... [Procurement description / Tender Title].

As an irrevocable Insurance Surety Bond against Bid Security (EMD) / Performance Security [as the case may be] for an amount of ..... [EMD / Performance Security amount] and remain in full force for a period of …… (days) i.e. up to [Validity Date] from the Bid Due Date and with an additional claim period of ……(days) i.e. up to [Claim Period Validity Date] required to be submitted by the Bidder as a condition precedent for participation in the said bid / award of contract [as the case may be] which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents / Contract / LoA.

We, the ..... [Name of the Insurer] registered under IRDAI having our Head Office at .....[Address of the Insurer] guarantee and undertake to pay immediately on demand by Bharat Petroleum Corporation Limited (hereinafter called the 'Beneficiary') the amount of ..... [EMD / Performance Security amount] without any reservation, protest, demand and recourse. Any such demand made by the Beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and / or any right / remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to ..... [Claim date]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ..... [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

The Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Insurer.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Insurer or any absorption, merger or amalgamation of the Bidder or the Insurer with any other person.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)

Contact Details & Address of Surety Insurer for verification:

Name (Official): ……

Branch Address:……

Telephone No.:……

Mobile No:……

E-mail:……

TAX RESIDENCY CERTIFICATE

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

a.Name of the assessee
ii. Status (individual, company, firm, etc.) of the assessee
iii. Nationality (in case of individual)
iv. Country or specified territory of incorporation or registration (in case of others)
v. Assessee's tax identification number in the country or specified territory of residence or in case of 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
vi. Residential status for the purpose of Tax
vii. Period for which the certificate is applicable
viii. Address of the applicant for the period for which the certificate is applicable

FORM NO. 10 F

[See sub-rule (1) of rule 21AB of the Income-tax Act, 1961]
Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

1. I_____*son/daughter of Shri_____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 referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _____(name of country or specified territory outside India).

Signature:_____
Name:_____
Address:_____
Permanent Account Number :_____

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. * Delete whichever is not applicable.
2. #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.".

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BHARAT PETROLEUM CORPORATION LTD

ACKNOWLEDGEMENT

We, M/s._____having office at_____received the copy of GENERAL CONDITIONS OF CONTRACT and confirm our acceptance to all the terms and conditions as mentioned herein in this General Conditions of Contract and we are hereby returning this copy of Acknowledgement duly signed.

For & on behalf of M/s._____

Signature :
Name : _____

Designation : _____

(Seal / Stamp)

Place :

Date :

POLYPROPYLENE PROJECT-KOCHI REFINERY OF M/S BHARAT PETROLEUM CORPORATION LIMITED (BPCL)

SPECIAL CONDITIONS OF CONTRACT

FOR SETTING UP OF LAB & ASSOCIATED SERVICES

SCC_LSTK REV.0
17.03.2026

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1.0 GENERAL

1.1 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions Contract (GCC), Notice Inviting Tender / Instruction to Bidder, Schedule of Prices, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.

1.1.1 Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

1.1.2 The definitions shall apply to all the expressions defined below when used in the Contract Documents, whether expressed wholly in capitals or partly in capital or with the first letter in capital or wholly in ordinary letters.

1.1.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.1.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.1.5 "**Advance Payment Bank Guarantee**" means the bank guarantee as specified in Clause 35.5.2.2 hereof;

1.2 The "DEFINITION OF TERMS" under **clause 1) to 19) of Section-I of the General Conditions of Contract (GCC) stands replaced with the** following expressions hereunder and elsewhere in the Bidding Documents used and their grammatical variations shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them, namely:

1.2.1 "**Agreed Variations**" shall mean the statement of agreed variations annexed to the Detailed LOA and any document subsequently signed by the OWNER and the CONTRACTOR as an amendment to the Contract.

1.2.2.1 "**Applicable Law**" means all laws, brought into force and effect by the Government of India or the State Government(s) including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.

1.2.2 "**Approval**" and its grammatical variations shall mean approved or confirmed in writing by OWNER or Engineer-in-Charge.

1.2.3 "**Battery Limit**" shall mean the demarcated area within which the Unit is to be located.

1.2.4 The "**Bid/ Tender**" means the Contractor's signed offer for the works and all other Documents submitted by the Contractor for acceptance by the Owner.

1.2.5 "**Bidding/Tender Documents**" mean the Notice Inviting Bids/ Letter Inviting Bids, the instruction to bidders (including annexures), form of bid (including appendices), the Contract Agreement, the General Conditions of Contract(GCC), the Special Conditions of Contract(SCC), the Specifications and all other reports, surveys, drawings and documents including amendments, if any, provided to the Contractor by PMC(defined below)/BPCL(defined below).

1.2.6 "**Bill of Materials**" shall mean the bill of materials issued from time to time by the CONTRACTOR and approved by the E-I-C/OWNER pursuant to the provisions of the SCC and relevant provisions under clause No. **14.2**.

1.2.7 ~~"**Cancellation Notice**" means the notice referred to in Clause 10.1 hereof;~~

1.2.8 "**Bill of Lading**" means the documents as specified in Clause **20.0** hereof;

1.2.9 "**CATALYST**" shall mean any catalyst or adsorbent or other similar chemical(s) or additive(s) required to be loaded in order to operate the UNIT.

1.2.10 The **"Change Order"** or "**Alternation Order**" means an order given in writing by Owner to the CONTRACTOR for effecting additions to or deletion from or alterations into the Scope of Contract.

1.2.11 "**Change in Law**" means occurrence of any of the following events in relation to the Project / Contract at any time on or after the respective effective dates as defined elsewhere in the SCC :

a) the coming into force (whether by enactment, adoption, promulgation, or modification) or repeal of any Applicable Law; or

b) the imposition of any condition on the issuance, extension, replacement, variation or renewal of any applicable permits; or

c) a change in the interpretation or application of any Applicable Law or terms of any applicable permit, by any competent Government Authority, which has become final, conclusive and binding; or

d) change in or new introduction of any engineering or technical standards by any competent Government Authority, which has become legally binding, or

e) with respect to taxes, any change in the rate of GST or the introduction of any new tax shall be as per provisions of **Annexure-XXIV** of SCC (TAXES & DUTIES)

1.2.12 "**Change of Scope Notice**" means the notice referred to in Clause **8.1** hereof;

1.2.13 "**Change Order Proposal**" means the notice referred to in Clause **9.1** hereof;

1.2.14 "**Confidential Information**" means the Contract and everything contained therein, all documentation, data, particulars of the Works and technical or commercial information made by (or on behalf of) OWNER/PMC or obtained directly or indirectly from OWNER/PMC by the CONTRACTOR or which is generated or obtained by the CONTRACTOR or any Subcontractor, consultant or advisor in relation to the Works or any information or data that the CONTRACTOR receives or has access to as a result of the Contract, other than information:

(a) which is generally available in the public domain other than by any un-authorised actions or fault of the CONTRACTOR; or

(b) that is in the possession of the CONTRACTOR with a right to disclose;

1.2.15 -Deleted"**Contractor's Personnel**" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor, and any other personnel assisting the Contractor in the execution of the Works.

1.2.16 "**Contractor's Representative**" means the person nominated by the Contractor to act on its behalf for the purposes of the Contract and as notified in advance, in writing to E-I-C in advance with a copy to the Owner;

1.2.17 "**Code-1 or Level-1 Approval**" means final approval of Drawings/documents by the OWNER pursuant to the incorporation of and/or rectification of all comments of the OWNER (including OWNER's Consultant);

1.2.18 "**Code-2 or Level-2 Approval**" or "Review **Code-2 or Level-2 Approval"** means tentative approval of the drawings/ documents by the EIL/OWNER subject to the comments to be incorporated by Contractor, with the intent that subject to incorporation of and/or rectification in accordance with such comments provided by EIL/Owner, CONTRACTOR can proceed with the construction/ manufacture can proceed based on commented drawings/ documents pending their re-submission and grant of Code-1 or Level-1 Approval.

1.2.19 "**Code-3 or Level-3 Approval**" or "**Review Code-3 or Level-3 Approval** " means that on review of the drawings/ documents by the EIL/OWNER the same have not been found in accordance with the applicable codes, standards, design basis and contractual stipulations and must therefore be re-submitted for review and approval of EIL/Owner after appropriate correction and/or re-preparation.

R - Document is retained for Records. Proceed with Manufacturing / fabrication as per Tender/ Contract Requirement.

V - Void

1.2.20 Definition of "**Commissioning**" shall be as per Technical Section of Bidding Document **.**

1.2.21 The "**Construction Equipment"** means all appliances, Tools/Tackles and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.

1.2.22 "**Construction materials**" means all materials and consumables whatsoever involved/ required for permanent incorporation in the constructed Works.

1.2.23 "**Contract**" means the totality of agreement between OWNER and the CONTRACTOR as derived from the Contract Documents;

Term "**Agreement**" wherever appearing in Bidding Document shall be read as "Contract".

1.2.24 **"Contractor**" means the bidder selected by the OWNER for the faithful performance of the Scope of Contract and shall include the successors, legal heirs, authorised representatives and permitted assigns of the CONTRACTOR,

1.2.25 "**Contract Documents**" means collectively the Tender Documents, designs, Drawings or Specifications, Agreed Variations, if any, and such other document constituting the tender and acceptance thereof or executed between the CONTRACTOR and the OWNER for the Scope of Contract to be undertaken for the Unit.

1.2.26 "**Delivery Schedule**" shall mean the delivery schedule of the supplies as elsewhere provided for in the contract documents and Clause **15.0** hereof and associated provisions.

1.2.27 "**Defect**" means in relation to any part of the Scope of Works, a condition existing in any item or a component of any item of the Scope of Works:

(a) arising from any cause which would hinder or prevent that item from performing its intended functions in accordance with this Contract or would reduce the efficiency of performance or affect the trouble free operation or the expected service life of such part /item of the Scope of Works; or

(b) which may cause damage to, weaken, have an adverse effect on the performance, or reduce the expected service life of, the system or equipment in which such item is used, installed or incorporated; or

(c) arising from a fault or deficiency in design, material or workmanship or any deviation from the requirements of this Contract; or

(d) any Latent Defect in the Scope of Works,

and "**Defective**" must be construed accordingly;

1.2.28 "**Discontinued Spares**" has the meaning specified in Clause **34.8.8** hereof;

1.2.29 "**Disputed Amount**" has the meaning specified in Clause **35.6.6** hereof;

1.2.30 "**Days**" shall mean Calendar day, unless specified otherwise.

1.2.31 The "**Engineer-in-Charge" or "Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf for operation of this contract. This shall include the PMC or CONSULTANT for the project wherever the Contract so reasonably admits.

1.2.32 "**FEED Package**" means all technical details such as specifications, drawings, documents, guidelines and/or instructions which will form the basis for CONTRACTOR to take up detailed engineering, procurement and construction activities for the UNIT.

1.2.33 "**Final Certificate**" means the Final Certificate issued by the E-I-C under Clause **38.0** hereof.

1.2.34 **"Foreign Currency" shall mean United States Dollar or EURO.**

1.2.35 "**Free Issue Materials**" means the material supplied free of charge by the OWNER to the CONTRACTOR in accordance with Clause 71 hereof.

1.2.36 "**Front Release Programme**" means the front release programme as specified in Clause 12.2 hereof.

1.2.37 **Good Industry Practice**" means the exercise of that degree of skill, diligence, prudence and foresight in compliance by the CONTRACTOR with the undertakings and obligations under the Contract, which would be expected from a skilled and experienced professional person engaged in works that are of the type, nature and scope similar to the Works;

1.2.38 "**Government Authority**" means the Government of India, any state government or any local authority or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with Owner

or the Contractor) or commission under the direct or indirect control of such central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.

1.2.39 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be.

1.2.40 "**INR**" or "**Rupees**" means the legal currency of the Republic of India;

1.2.41 "**Mechanical Completion Certificate**" also referred as "**Final Test Certificate**" shall mean a Mechanical Completion Certificate in respect of Mechanical Completion of the Unit, issued by the E-I-C under Clause **31.2** hereof.

1.2.42 "**LOA**"/ "Letter of Intent" / "Notification of acceptance" / "Letter of Award"/ "Fax of Acceptance" shall mean the LOA of bid issued by the OWNER to the CONTRACTOR, and shall wherever the Contract so requires include the "Detailed LOA" subsequently issued by the OWNER to the CONTRACTOR.

1.2.43 "**Latent Defects**" has the meaning ascribed to it under Clause **33.1.1** hereof;

1.2.44 "**LICENSOR/PROCESS LICENSOR**" shall mean the Process Licensor for the UNIT or of any part thereof as per BDS and/or Technical section of Bidding Document.

1.2.45 "**Lumpsum Price**"/ "Contract Value"/"Total Contract Value"/ "Contract Price"/"Total Contract Price" shall mean the price indicated in FORM-SP-0 for execution of entire scope and requirement as specified in Bidding Document and subsequent amendments, if any. Break-up of the Lumpsum Price shall be provided in the subsequent form for milestone payment and billing purpose i.e. price of Design and Detailed Engineering, price of the Supply and the price of the Construction/Installation indicated in respective forms of the Price Schedule as the same is expressed in Indian Rupees and/or Foreign Currency.

1.2.46 "**Materials"** shall mean all materials, plant, machinery, instruments, components, assemblies, parts, spares and any other items and things whatsoever required for permanent incorporation in the works to establish the UNIT and/or works complete in all respect, and will include the replacement of any defective materials and of any materials damaged, lost, or destroyed during transit, storage, fabrication, erection, installation, testing, pre-commissioning, commissioning or otherwise upto and until issue of the Completion Certificate, and shall also include all construction materials.

1.2.47 "**Mechanical Completion**" shall be as defined in Technical Section of Bidding Document**.**

1.2.48 "**Mobilisation**" shall mean establishment of sufficient and adequate infrastructure by the CONTRACTOR at and about the job site(s) comprising of construction equipment, aids, tools, tackle including establishment of temporary works, with facilities, utilities, man power and equipment ready to receive, transport and store materials and to commence and execute work at site(s), in accordance with the Progress Schedule to the satisfaction of the E-I-C.

1.2.49 "**Notified Claim**" shall mean a claim of the CONTRACTOR notified in accordance with the provisions of Clause 36.1 hereof.

1.2.50 "**Order**" and "**Instruction**" shall respectively mean any written order or instructions given by the OWNER or by the E-I-C to the CONTRACTOR within the scope of their respective powers in terms of the Contract.

1.2.51 "**Outside Battery Limit (OSBL) Facilities**" shall mean the Offsite Facilities & Utilities (if any) which are required to be set up by the CONTRACTOR outside the Battery Limit.

1.2.52 The "**OWNER/Company/BPCL**" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 038 or their successors or assigns.

1.2.53 "**Parties**" shall mean collectively the OWNER and CONTRACTOR, where "**Party**" refers to any one of the Parties, as relevant;

1.2.54 "**Performance Test**" means the test or series of tests to be carried out by the CONTRACTOR to prove the contractual guarantees with respect to the UNIT or any part thereof, whether with reference to its input, throughput, output, quality, quantity or consumption or otherwise.

1.2.55 The "**Period of Liability**"/ "**Defect Liability Period"** in relation to a work means the specified period during which the Contractor stands responsible for rectifying all defects that may appear in the works.

1.2.56 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

1.2.57 "**Plans**" and "**Drawings**" means to include maps, plans, tracings and prints forming part of the bid documents and any detail or working drawings, amendments and/or modifications thereof approved in writing by the E-I-C or any agency notified by the OWNER to the CONTRACTOR for the purpose and shall include any other drawings or plans in connection with the work or any supply as may from time to time be furnished by or approved in writing by the E-I-C or any other agency nominated by the OWNER in this behalf .

1.2.58 "**Plant**" means any and all permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided for incorporation or intended to be incorporated (whether later incorporated in the Facility or otherwise, including Spares) in the Facility whether or not supplied from outside India or from within India, but does not include consumables, Contractor's Equipment and Materials.

1.2.59 "**Pre-commissioning**" shall be as defined in Technical Section of Bidding Document**.**

1.2.60 "**Price Schedule**" or "**Schedule of Prices**" or **SOP** shall mean the Price Schedule annexed to the Detailed LOA.

1.2.61 "**Price of Materials**" shall mean the prices of permanent materials and equipment such as compressors, pumps, motors, columns, vessels, reactors, heat exchangers, piping, electrical, instrumentation, etc. which are **finished goods** and included under specified form of SOP; and shall also include the Construction Materials which are included under the CONSTRUCTION PRICE in specified forms of SOP including the taxes and duties as per provisions of Bidding Document.

1.2.62 "**Price of Services**" shall mean the prices of services in relation to providing residual process design, detailed engineering which shall be included under ENGINEERING PRICE and services related to construction /installation which shall be included under CONSTRUCTION PRICE including the taxes and duties as per provisions of Bidding Document.

1.2.63 "**Progress Schedule**" shall mean the Progress Schedule for the work as defined in Clauses 23.6.5 hereof and shall, in the event of more than one progress schedule being prepared, include each of such progress schedules.

1.2.64 "**PROJECT**" means the project embracing the Works and /or Unit(s) forming the subject matter of the bid and the Scope of Contract, including but not limited to the Unit, Plant and/or Facility;

1.2.65 "**PROJECT MANAGEMENT CONSULTANT" or "PMC" or "CONSULTANT"** shall mean **Engineers India Limited** as defined in ITB.

1.2.66 "**R.A. Bill / Invoice**" means a fully supportive Bill / invoice for the payment of "on account" monies to the CONTRACTOR in terms of Clause 35.5 hereof and associated Clauses thereunder.

1.2.67 "**Schedule of Activities**" shall mean the Schedule of Activities from time to time submitted by the CONTRACTOR and approved by the EIL/OWNER pursuant to the provisions of the Contract.

1.2.68 "**Scope of Supply**" means the obligation of the CONTRACTOR to supply the totality of materials either expressly provided or implied in the Contract for the completion of the Scope of the Contract including (but not limited to) the supply as identified in the Bid Document.

1.2.69 "**Scope of Contract**" means the totality of work and services to be performed by the CONTRACTOR within the Scope of Work and totality of materials to be supplied by the CONTRACTOR within the Scope of Supply and shall include (but not be limited to) all works/services and supplies and other obligations **by expression or implication** envisaged in the Bid Documents.

1.2.70 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.

1.2.71 "**Scope of Work"** and "**Scope of Services"** and "**Work"** are synonymous and mean the totality of the work/services by expression or implication envisaged in the Contract or part thereof, as the case may be, including (but not limited to) the work as detailed in the Bid Documents, and include all work, facilities, materials, utilities, consumables and equipment and labour required for or

relative or incidental to or in connection with the preparation for, commencement, performance, completion, testing, Pre-commissioning, Start-up, Commissioning, performance guarantees, replacement and/or rectification of any Work(s)/services and/or in the maintenance or inspection of the Work(s) and any and all Temporary Works required for or incidental to any Work/service. Work(s) shall also include extra, additional, altered or substituted works as maybe required for the purposes of completion of Scope of Contract contemplated under the Contract.

1.2.72 "**Security Deposit (SD) / Contract Performance Bank Guarantee (CPBG)**" shall mean duly executed, **irrevocable, and unconditional on demand Bank Guarantee(s)** that is to be procured and maintained by the CONTRACTOR in accordance with clause no. **4.0** hereof and associated Clauses there-under to secure the due and faithful performance of the contract.

1.2.73 "**Specifications**" means the various specification as set out in the specifications and other documents forming part of the Bid Documents and as referred to and derived from the contract and any order(s) or instruction(s) thereunder, and in the absence of any specifications as aforesaid covering any particular work or supply or part or portion thereof shall mean the relevant BS, AWS, API, ASTM, BIS, AWWA or NACE, ASME, HEI, IEC, Indian Boiler Regulation (IBR), IEEE standard or code, as the case may be, approved by the E-I-C and in the absence of any such standard or code covering the relative work or part or portion thereof, shall mean the relevant Indian Standard and international standard or practice applied as a standard Engineering practice for the work and approved in writing by the E-I-C with or without modification(s). All references to any code, standard, specification or practice in the specifications shall be deemed to be a reference to the latest edition of relative code, standard, specification or practice, as the case may be, prevailing as on date of submission of the last price bid, notwithstanding the mention of any previous year or date of edition relative thereto in the specifications.

1.2.74 "**Start-up**" means all activities required to be performed after Pre-commissioning and prior to trial operation and shall include final Pre-commissioning inspection and check out of equipment, vessels and systems and supporting sub systems, initial operation of complete equipment and systems within the plant to obtain necessary pre-trial operation data, confirmation and correction of calibration, and change of safety interlock/control loop, shutdown inspection and adjustment and other steps required to be taken prior to and to enable commissioning/trial operation. **Also Refer Technical Section of Bidding Document**.

1.2.75 "**Sub-Contractor**" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/E-I-C/Site-in-Charge and their legal heirs, authorised representatives, successors and permitted assignees of such person, firm or Company.

1.2.76 **"Supply"** or **"Supplies"** means the supply of the totality of the materials and Equipment by expression or implication required to be supplied by the CONTRACTOR for permanent incorporation in the works within the Scope of Supplies.

1.2.77 "**Temporary Work**" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.

1.2.78 "**Tender**" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.

1.2.79 "**Tools**" shall mean all tools and things whatsoever to be supplied by the CONTRACTOR to the OWNER within the scope of supply for or in relation to the operation and maintenance of the Unit or any part, machinery or component thereof.

1.2.80 "**UNIT**" shall mean the totality of the Units and Facilities comprised in the Scope of Contract, which form a distinct operating system.

1.2.81 "**Unit Rate**" shall mean the unit rate for the particular item of supply as specified in Bill of Materials and for Services as specified in the Bill of Activity.

1.2.82 "**Utilities**" shall mean water (including raw water and treated water of all kinds), steam, gases of all kinds, power, electricity, gas and other sources of energy, lubricants, fuels, chemicals of all types (except catalysts and adsorbents forming part of the Plant or Process) whatsoever required for or incidental to the performance, testing or pre-commissioning of the works, not being materials required for permanent incorporation in the works.

1.2.83 The expression "**Works**" means the product of materials and services to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract. "**PLANT**" shall mean and Facilities and Unit comprised in the project.

1.2.84 **Abbreviation**

i) **PMC** means Project Management Consultant (PMC) for this Project i.e. **ENGINEERS INDIA LIMITED (EIL)** having its registered office at 1, Bhikaiji Cama Place, New Delhi – 110066 is the Project Management Consultant (PMC) for the whole Project.

ii) **ITB** means Instructions to Bidder

iii) **EMD** means Earnest Money Deposit.

iv) **GCC** means General Conditions of Contract.

v) **SCC** means Special Conditions of Contract.

vi) **SSCC** means Supplement to Special Conditions of Contract.

vii) **SOP** means Schedule of Prices

viii) **BQC** means Bidder Qualification Criteria.

ix) **E-I-C** means Engineer-in-Charge

x) **LOA** means Letter of Acceptance

1.2.85 "**DAMAGES"** means the damages payable by either Party to the other of them, as set forth in this Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;"

2.0 **INTERPRETATION OF CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

The clause no. **15** (titled "**INTERPRETATION OF CONTRACT DOCUMENTS**"), **16** (titled "**SPECIAL CONDITIONS OF CONTRACT**") and **96** (titled "**ORDER OF PRECEDENCE FOR WORKS / SERVICES CONTRACTS**") of GCC stands replaced by the following:

2.1 The several Contract documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.

2.1.1 Notwithstanding the sub-division of the Contract into these separate documents and/or volumes and/or heads, every part of each separate section/volume/head shall be deemed to be supplementary 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.

2.1.2 Subject to the provisions of Clause **2.1.3** hereof, in case of an irreconcilable contradiction in the **commercial terms or conditions** to the extent that the two provisions cannot co-exist, the following shall prevail in order of precedence.

(i) Contract Agreement/Form of Contract

(ii) Detailed LOA along with its enclosures

(iii) Letter of Award / Acceptance along-with Statement of Agreed Variations

(iv) Bid Data Sheet (BDS)

(v) Supplement to Special Conditions of Contract

(vi) Special Conditions of Contract

(vii) Instructions to Bidders

(viii) Schedule of Prices/Price Schedule

(ix) General Conditions of Contract

(x) Other documents

Note: Any Amendment/change order issued after signing of formal contract shall take precedence over respective clauses of formal contract and its annexures.

2.1.3 If in respect of any commercial term or condition, if any provision in the GCC is repugnant to or at variance with any provision(s) of the SCC and/or the Agreed Variations or if any provision of the SCC 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 SCC shall be deemed to override the provision(s) of GCC and the provision(s) of the Agreed Variations shall be deemed to override the provision(s) of the SCC, but only to the extent that such repugnancies in the GCC cannot be reconciled with the SCC and/or Agreed Variations or to the extent that such repugnancies in the SCC cannot be reconciled with the Agreed Variations, as the case may be.

2.1.4 Without prejudice to the provisions of the GCC, 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.

2.1.5 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 of the E-I-C shall be binding on the CONTRACTOR.

2.1.6 In case of an irreconcilable contradiction in the technical requirements or technical specifications between Indian standards/Applicable Codes & Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Schedule of Lumpsum Price and/or Agreed Variations to the extent that the two provisions cannot co-exist or be read together to satisfy both or all, the following order of precedence shall prevail. The order of precedence of documents shall be as follows with document at Level (i) having the highest precedence

(i) Contract Agreement /Form of Contract

(ii) Detailed LOA along with its enclosures

(iii) Letter of Award / Acceptance along-with Statement of Agreed Variations

(iv) ~~Latest Statutory Guidelines from state and central authorities~~

(v) Job specifications/ Scope of Work

(vi) Drawings

(vii) Technical/Material Specifications

(viii) Quality Assurance Procedures

(ix) Applicable Codes & Standards

(x) Bid Data Sheet

(xi) Supplement to Special Conditions of Contract

(xii) Special Conditions of Contract

(xiii) General Conditions of Contract

(xiv) Schedule of Prices/ Price Schedule

(xv) Instructions to Bidders

(xvi) Other documents

Note: Any Amendment/Change Order issued after signing of formal contract shall take precedence over respective clauses of formal contract and its annexures.

2.1.7 Should there be any doubt or ambiguity in the interpretation of the Contract documents or contradiction therein or should there be any discernible 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 E-I-C 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 E-I-C 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 2.1.10** hereof shall apply to any such work performed or supply made by the CONTRACTOR.

2.1.8 Notwithstanding anything provided in **Clause 2.1.7** 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 2.1.7),** apply to the E-I-C 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.

2.1.9 The decision of the E-I-C on any application under **Clause 2.1.7 or Clause 2.1.8** 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.

2.1.10 In the event of the CONTRACTOR performing or executing any work or making any supply at variance with the decision of the E-I-C as aforesaid, then such work shall, if the E-I-C so consider necessary, be deemed to be a defective work/ supply and the provision of **Clause 30.5** hereof and associated clauses thereunder shall apply thereto.

2.2 Any work or supply shown, indicated or included in any description of the work, plans, drawings, Specifications and/or Schedule of Price/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 in any way bind the OWNER or alter the Contract documents unless specifically given in writing and signed by the OWNER or by the E-I-C on behalf of the OWNER and CONTRACTOR'S authorised 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 thereunder appearing or confine or otherwise affect the interpretation thereof.

2.5 The OWNER/PMC may, as a measure of convenience to the CONTRACTOR, furnish Hindi or any other Vernacular translation of the several contract documents or any of them. Such translation shall, however, not in any way operate as the contract between the parties or regulate upon the terms and conditions of the contract documents, with the intention that all rights and obligations of the parties in terms of the contract documents and any reference to the contract or contract documents or any of them shall be deemed as the rights and obligations arising out of the contract or contract documents or any of them as written in English; and no claim, disputes, difference or other objection will lie or will be entertained by the OWNER on account of any reference in the import or interpretation between any provision contained in Hindi and/or any other Vernacular translation of the contract documents or any of them and the contract documents in English.

3.0 DELETED

4.0 SECURITY DEPOSIT (SD)/CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

Provisions of CPBG shall be as per GCC. Clause No. 18 has been modified to the following extent:

4.1 The CONTRACTOR shall furnish Security Deposit/CPBG in form of an irrevocable and unconditional Bank Guarantee/e- Bank Guarantee/Insurance Surety Bond as per prescribed format attached with bidding document or Demand Draft for an amount equivalent to 10% (Ten percent) of the Lumpsum Price in the manner specified in Clause 18.1 para. 6 of GCC hereof. Such security deposit is to be held by the OWNER as security for the due performance and discharge of the CONTRACTOR'S contractual obligation under the contract and due discharge of CONTRACTOR's liabilities under and/or arising out of the Contract.

4.2 The Bank guarantee/e-Bank Guarantee if submitted shall be from any bank as mentioned in List of Banks for submission of Bank Guarantees & Demand Draft as per **Annexure-XX to SCC**. Until such time the CPBG is provided by the CONTRACTOR pursuant hereto and the same comes into effect, the Earnest Money Deposit(EMD) shall remain in force and effect, and upon such provision of the CPBG, the OWNER shall release the Earnest Money Deposit to the CONTRACTOR. The security deposit shall be in Indian Rupee in the case of domestic contractors and in US Dollars/EUROs/in the case of foreign contractors.

4.2.1 Notwithstanding anything to the contrary contained in this Contract, the Parties agree that in the event of failure of the CONTRACTOR to provide the CPBG in accordance with the provisions of Clause 4.0 of SCC and within the time specified therein, the OWNER may encash the EMD and appropriate the proceeds thereof as damages towards compensation of genuine losses, and thereupon all rights, privileges, claims and entitlements of the CONTRACTOR under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the CONTRACTOR, and this Contract shall be deemed to have been terminated by mutual agreement of the Parties, in accordance with Clause 40.0.

4.2.2 Insurance Surety Bond as Security Deposit/ CPBG for the specified CPBG value as per Proforma provided along with the tender shall also be acceptable. Insurance Surety Bond furnished by vendor / bidder shall be unconditional, irrevocable and payable on demand. Insurance Surety Bond if opted shall be stamped and provided by bidder/vendor in accordance with Stamp Act of India. All terms as applicable for bank guarantee with respect to validity etc shall also be applicable for Insurance Surety Bond also.

4.3 In case the lump-sum prices quoted by the contractors includes INR along with Foreign currencies, if permitted as per provisions of bidding document, then bidder to submit only one single Bank Guarantee valid as per Clause No. 18.1 of GCC. For arriving the BG values in equivalent Foreign Currency, in case of Foreign bidder the Indian supply and/or service component of lumpsum prices shall be converted to equivalent Foreign Currency considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids. Similarly, for arriving the Bid Security/CPBG values in INR in case of Indian bidder the foreign supply and/or service component of lumpsum prices shall be converted to equivalent INR by considering RBI reference rate of foreign exchange published on the day of opening of the Price Bids.

4.4 Alternatively to Clause **4.3** above, the CONTRACTOR can submit two unconditional Bank Guarantee(s) from one or two Bank(s) in India as mentioned in Annexure-XX to SCC wherein one is for Indian Currency Component and the other is for Foreign Currency as acceptable to the OWNER and in a format provided by the OWNER, for a sum equivalent to 10% (Ten percent) of the Lumpsum Price of the Contract. Such Bank Guarantee(s) to the extent that the Lumpsum Price as designated in Foreign Currency, shall be for an amount of 10% (Ten percent) of the designated Foreign Currency(ies), and to the extent that the Lumpsum Price as designated in Indian Rupees, shall be for an amount of 10% (Ten percent) of the designated Indian Rupees, and shall be valid in the first instance for a period of not less than 6 (six) months after the expiry of the defect liability period.

4.5 **Contract value for purpose of Security deposit shall include all taxes & duties included in the Contractor's contract value (excluding GST).**

4.5.1 Provision of adjusting any EMD amount towards SD/CPBG shall not be applicable.

4.5.2 Para 3 of GCC Clause 18.1 "In case the successful contractor ------ ----------as mentioned above is collected" is stands deleted

4.6 **Non-refundable interest shall be charged at the rate (SBI base rate prevailing on the date of issue of enquiry plus 1%), from the date the BG towards security deposit becomes due (30 days from the date of Award)**

4.7 **In the event, if Contract Price is increased during the** validity of **Contract for any reason whatsoever, the value of the Bank Guarantee towards SD shall be increased proportionately by the Contractor within 30 (Thirty) Days to ensure that it remains valid for an amount which is equivalent to 10% of the revised Contract Price, as determined by the engineer-in-Charge.**

4.7.1 Bank Details shall be as per Clause No. **18.6** of GCC.

4.7.2 Submission of CPBG /SD in form of e-BG is acceptable to BPCL.

4.7.3 The proforma of CPBG/SD is per format enclosed in the GCC.

4.8 **Without prejudice to any other right or remedy available to the OWNER, the OWNER may at any time and from time to time before issue of the Final Certificate under the Contract require the CONTRACTOR to renew the Bank Guarantee(s) for such period(s) as the OWNER may deem fit, and upon such request, the CONTRACTOR shall renew the Bank Guarantee(s) for the required period(s), and without prejudice to any other right or remedy under the Contract, and unless the OWNER shall not have required such renewal, the OWNER shall be entitled to encash the Bank Guarantee(s) or any of them which are not renewed at least 14 (Fourteen) days prior to the date of expiry thereof. It is clarified that the Contractor's obligation to provide, renew, replenish and maintain the Bank Guarantee(s) shall not be impacted by any communication provided or not provided by the Owner under this Clause [4.8]**

4.9 **A Bank Guarantee from any Foreign Bank will be acceptable only if the same is issued by its Indian Branch and the bank is mentioned in Annexure-XX to SCC. The Bank Guarantee shall be as per the prescribed format enclosed in the bidding document. Each page of the Bank Guarantee must be duly stamped & signed by the authorized signatory(ies) of the Bank. Corrections, if any, must also be initialled by the authorized signatory(ies) of the Bank. The Bank is required to send a copy of the Bank Guarantee(s) in confirmation directly to BPCL Kochi Refinery/Business Process Excellence Center of BPCL - at the address given in the Instructions to Bidders.**

4.10 Upon occurrence of a default by the CONTRACTOR or a breach under this Contract, the OWNER shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the CPBG the amounts due to it as damages for such default or breach of the CONTRACTOR.

4.10.1 Upon such encashment and appropriation from the CPBG, the CONTRACTOR shall, **within 30 (thirty) days thereof**, replenish, in case of partial appropriation, to its original level the CPBG, and in case of appropriation of the entire CPBG provide a fresh CPBG, as the case may be, and the CONTRACTOR shall, within the time so granted, replenish or furnish fresh CPBG as aforesaid failing which the OWNER shall be entitled to terminate the Contract in accordance with Clause 40.0.

4.10.2 The OWNER shall release the CPBG within 6 (six) months of the expiry of the Defect Liability Period or the extended Defect Liability Period, as the case may be, under this Contract as per provisions in Clause **38.0** hereof. Notwithstanding the aforesaid, the Parties agree that the OWNER shall not be obliged to release the CPBG until all Defects identified during the Defect Liability Period or the extended Defect Liability Period, as the case may be, have been rectified to the satisfaction of the OWNER.

4.11 Upon determination of the contract prior to completion of the work(s) for any cause, the OWNER shall insofar as Security Deposit is in any form, release/ discharge/ return, as the case may be, to the CONTRACTOR the unutilized balance of the Security Deposit, if any, for the time being remaining in the hands of the OWNER, after settlement of accounts and discharge of all amounts due from the CONTRACTOR to the OWNER and fulfilment of all obligations of the CONTRACTOR.

4.12 It is noted that in case of set off of the Security Deposit against any claim of the Owner for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Owner contracting through BPCL, the GST on such set off will be borne by the Contractor.

4.13 **In the event of non-submission or delay in submission of Security Deposit by the CONTRACTOR, the provisions under Clause No. 40.0 shall be applicable.**

5.0 **PLANS, DRAWINGS AND APPROVALS FURNISHED BY OWNER**

Provisions of GCC. Clause No. 51 has been modified to the following extent:

5.1 All Plans and Drawings and other information forming part of the bid documents have been provided by the EIL/OWNER in good faith with a view to assist the CONTRACTOR, and shall constitute only a general guidance to enable the CONTRACTOR to visualise the work and/or supplies contemplated under the contract. EIL/OWNER assumes no responsibility as to the correctness thereof, and the CONTRACTOR is expected prior to bidding, to have undertaken a

complete and independent survey and to have made its own study and assessment of all factors relevant to the performance of the work or making the supplies. The CONTRACTOR shall exercise its knowledge and competence in scrutinising and evaluating such information and shall proceed with use of such information only after satisfying itself of its sufficiency and correctness for use.

5.1.1 It shall be the exclusive responsibility of the CONTRACTOR to call upon the E-I-C for and to pursue and obtain from the E-I-C any approvals required to be furnished to the CONTRACTOR under the Contract for the proper execution of the work or any particular item or job therein or for making available any front or supply of materials or utilities to be supplied by the OWNER, as the case may be, as and when required, sufficiently in advance of the stage of delivery of the materials or of the progress of the work for continuance of which the same shall be required. Any failure by the CONTRACTOR to do so shall be entirely at the risks and the costs of the CONTRACTOR and shall not constitute a ground for the extension of time. If the E-I-C shall fail to provide the CONTRACTOR requisite approval(s) or disapproval(s) or front(s) or supply, as the case may be, the CONTRACTOR shall give written notice to the E-I-C and to the OWNER stating specifically the approval(s), front(s) and/or utilities and/or supplies as the case may be, which is/are pending, the period for which it/they are pending, the reason(s) for which they are pending and specially stating that the notice is being given pursuant to the provisions of this Clause 5.1.1.

5.1.2 The CONTRACTOR shall submit to OWNER/E-I-C, within the periods specified by OWNER/Engineer-in-Charge, such documents, write-ups, designs, samples, patterns, models, data and other information as may be required in order to enable OWNER/E-I-C to furnish the requisite approval(s). The CONTRACTOR shall be responsible for any discrepancy, error, or omission in any drawings or other matters or things or documents and other particulars supplied by it whether or not such drawings, documents and particulars or other matters and/or things have been approved by the OWNER/ E-I-C.

5.1.3 The CONTRACTOR shall not deviate from the approved documents, drawings, samples, patterns, models or manuals except as directed in writing by OWNER/E-I-C.

a) With a view to expedite EIL/OWNER's approvals of critical drawings, the CONTRACTOR shall furnish to the Engineer-in-Charge, in writing as precisely as possible, a list of critical drawings (hereinafter referred to "critical drawings") within 25 (twenty-five) working days of the LOA or at the commencement of the kick-off meeting, whichever is earlier.

b) At the initiative of the CONTRACTOR, the E-I-C and the CONTRACTOR shall discuss as soon as possible and finalise the schedule for the presentation for approval of the critical drawings so as to enable appropriate persons to be assigned for approval of the drawings.

c) The critical drawings requiring the EIL/OWNER's approval shall be transmitted to the office of the OWNER's CONSULTANT electronically for which the CONTRACTOR shall establish an electronic system compatible with that of the OWNER's CONSULTANT for document / data transfer. The details of the system available with the OWNER's CONSULTANT are provided in the Bidding Documents. Failure by the CONTRACTOR to install such compatible electronic transfer system shall constitute a breach of the CONTRACTOR's obligations to which the provisions of Clause 40.1 of these SCC shall be applicable, without prejudice to any right of action available to the OWNER's in this behalf. Until the CONTRACTOR provides such system, the CONTRACTOR shall solely assume all risks and delay, and shall personally deliver to OWNER's CONSULTANT's office all drawings and documents requiring approval and to depute to the OWNER's CONSULTANT's designated office, its design engineer for across the table discussions with reference to the drawings/documents and to personally pick up from the designated offices of the OWNER's CONSULTANT the reviewed/commented upon drawings/documents.

d) It is anticipated that the non-critical drawings will be submitted periodically in accordance with a schedule to be established by the CONTRACTOR in consultation with the Engineer-in- Charge within **8 (eight) weeks** of the notification of award in conjunction with the Progress Schedule.

e) Bottlenecks in critical and non-critical drawings shall be removed by discussion across the table between the OWNER / EIL with the CONTRACTOR and the CONTRACTOR's

consultants and/or sub-vendors concerned. These meetings shall be held at the designated offices of OWNER or EIL once in a week or otherwise as required.

f) The CONTRACTOR shall as soon as possible, after issue of LOA establish in consultation with the OWNER/EIL, the schedule for and modalities of Licensor's review of CONTRACTOR's drawings, so far as required.

5.2 The CONTRACTOR shall carefully study the plans/drawings and other Contract documents and shall bring to the notice of the E-I-C for clarification/correction, any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of related work(s) or undertaking the related supply(ies) as the case may be, under the provisions of Clause **2.1.7** hereof.

5.3 Notwithstanding anything to the contrary in the contract documents expressed or implied, and notwithstanding the absence of any ambiguity, error, discrepancy, contradiction or omission in the plans/drawings as aforesaid, the E-I-C shall be entitled at any time before or during the making of the related supplies or execution of the related works to amend/modify or alter any plan(s) or drawing(s) furnished to the CONTRACTOR by the OWNER and the CONTRACTOR shall, thereafter perform and/or continue to perform the related work(s) or supply(ies) as the case may be, according to the amended/modified/altered plans/drawings without entitlement to any extra remuneration. Should the CONTRACTOR thereafter execute any relative work(s) or make any supply at variance there with, the provisions of Clause **30.5** hereof and associated clauses thereunder relating to defective work and supply shall apply thereto, provided that if any such amendment / modification/ alteration shall, in the opinion of the CONTRACTOR, necessitate an extension of time, the provisions of Clause **23.6.6** hereof and Clauses related thereto shall apply.

5.4 Copies of all approved plans and designs relating to the work(s) and supplies shall be kept and maintained at the CONTRACTOR'S office at the site and shall be made available to the E-I-C for inspection or reference at any time during the execution of work.

5.5 All plans, drawings and other documents furnished by the EIL/OWNER to the CONTRACTOR shall be and remain the property of the OWNER and shall be returned by the CONTRACTOR to the OWNER on completion of the work(s) or prior to determination of the contract.

5.6 Reference are also invited to clause **43.2** and **43.3** of GCC regarding drawings and other documents furnished by E-I-C/OWNER.

6.0 PLANS, DESIGNS, DRAWINGS AND SPECIFICATIONS TO BE FURNISHED BY CONTRACTOR

Provisions of GCC. Clause No. 52 has been modified to the following extent:

6.1 The CONTRACTOR shall within scope of his work prepare detailed working and other plans, drawings and designs required for or in connection with the performance of the work or selection, procurement or making any supply, and these plans/ drawings shall be got approved from the EIL/OWNER before the CONTRACTOR commences the performance of the relative work or making the relative supply.

6.2 The CONTRACTOR shall within the scope of his work also carry out investigative and design studies and prepare detailed design for the various materials and works covered in the contract documents. Such detailed designs along with referred codes, standards and practices, back-up calculations, computer runs and other details on basis of which the designs have been prepared shall be subject to the EIL/OWNER's approval. Detailed working drawings and material specifications shall be prepared and established on the basis of the approved design(s) and shall also be subject to the EIL/OWNER'S approval.

6.3 Where the CONTRACTOR shall be required under the contract to prepare or furnish any plan(s) or specification(s) or other items or things in respect of the work or any particular work and/or supplies or any particular supply, the CONTRACTOR shall within **30(thirty) days** (or such other period as the E-I-C may prescribe in this behalf) of receipt of LOA or not less than **90(ninety)** days before the proposed date of commencement of the relative work or supply, which ever shall be earlier, submit to the E-I-C or other authorities specified by the OWNER in this behalf for approval the relative plan(s)/drawing(s)/ design(s) / specification(s)/ item(s)/ thing(s) concerned. The E-I-C/ specified authority shall be entitled at any time to suggest any amendment(s) or modification(s) in the plans/ drawings and/or specifications and the CONTRACTOR shall thereupon implement the same and shall cause the plan(s)/drawing(s)/ design(s)/ specification(s)or item(s) or thing(s) concerned to be accordingly amended, provided

that no such approval of or amendments/ modifications in the plans/drawings/designs/specifications by or suggested by the Engineer-in-Charge/specified authority shall anywise absolve the CONTRACTOR of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of the CONTRACTOR's plans/drawings/designs/specifications or items or things concerned in or for the relative works or supplies and fulfilment of all specifications and performance and other guarantees of the consequent works/supplies, any such approval or suggestion by the E-I-C/OWNER as aforesaid being intended only by way of assistance to the CONTRACTOR and the OWNER and Engineer-in-Charge shall bear no responsibility and liability whatsoever in relation to such approval, the plan, drawing, design, specification or other item or thing approved and any resultant work or supply were faulty and/or not in accordance with the contractual requirements.

6.3.1 The CONTRACTOR shall furnish **six prints** each of the drawings for approval of the E-I-C. Drawing for EIL/ Owner's approval shall be submitted only in digital form

6.4 The CONTRACTOR shall not permit any work to be done or any material to be supplied or fabricated or manufactured at variance with drawings/ designs/ specifications approved by the E-I-C or other specified authority. The approved drawings may be released to the CONTRACTOR for fabrication/ installation progressively.

6.5 Unless otherwise required at least **3(three) sets** of direct reading reproducibles, no lower in quality than auto positive of extra thin paper able to produce clean legible prints (the reproducibles to be submitted in roll forms) and **3 (three) sets** of prints of all approved plans/drawings/ designs/ specifications prepared by the CONTRACTOR, together with similar sets of reproducibles and prints of all revisions/amendments/ modifications therein shall be lodged with the Engineer-in-Charge/ specified authority for the record of the OWNER, such sets of plans/ drawings/designs/ specifications shall be signed by the CONTRACTOR and shall indicate thereon the number and date of each revision/ amendment and of the communication of the E-I-C or any other agency appointed by the OWNER for the approval thereof, by which the approval was given. Contractor is required to submit 3(Three) sets of hard copies of 'As built' drawing

6.5.1 All the Final drawings shall bear the certification stamp as indicated below, duly signed by both, the CONTRACTOR and the approving authority specified/ E-I-C:

Certified true for EPCC Package No.	
Contract No.	
Signed (CONTRACTOR):	
Signed by PMC (on behalf of BPCL)	

The native files to be uploaded on Common Data Environment (CDE) as per the requirements specified in Technical Section of Bidding Document.

6.6 The drawings and documents to be submitted by the CONTRACTOR to EIL/OWNER after award of the work as per the requirements enlisted in the bidding document elsewhere shall be for EIL/OWNER's review, information and record. The CONTRACTOR shall ensure that drawings and documents submitted to EIL/OWNER are accompanied by relevant calculations, data as required and essential for review of the document / drawings by EIL/OWNER.

6.7 All documents and drawings including those of CONTRACTORs sub-vendor's manufacturer's etc. shall be submitted to EIL/OWNER after having been fully vetted in detail, approved and corrected by the CONTRACTOR & shall bear CONTRACTORs seal / certifications to this effect. All documents / drawings & submissions made to EIL/OWNER without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the CONTRACTOR's account.

6.8 The review of documents and drawings by EIL/OWNER shall not be construed by CONTRACTOR as limiting any of his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing / documents reviewed by EIL/OWNER, CONTRACTOR shall incorporate the comments as required and ensure their compliance. The subsequent submission by the CONTRACTOR of the updated drawings / documents shall be accompanied by a compliance report etc. The submissions calling for repeated reviews by the EIL/OWNER shall be avoided by the CONTRACTOR.

6.9 Any inaccuracies, errors and non-compliance to contractual requirements will be rectified by the CONTRACTOR. Delay occurring on this shall be to the account of the CONTRACTOR.

6.10 The Works shall be free of all Defects in materials and workmanship and shall be adequate, stable, safe and strictly compliant with the instructions of E-I-C, the Drawings and Designs, the Specifications and Good Industry Practice, such that the Facility when complete shall be capable of meeting the Guaranteed Performance Levels.

7.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS, ORDERS AND INSTRUCTIONS

7.1 In addition and without prejudice to the provisions of Clause **5.0** and **6.0** and associated clauses thereunder, if the E-I-C is of opinion that any plan, drawings, design or specification or order or instruction relative thereto within the CONTRACTOR'S scope of work or supply is in any way erroneous or is otherwise required to be modified, altered, amended or improved to conform to the Contract requirements, whether or not the same has or have been priorly approved by or on behalf of the OWNER, the E-I-C may by written notice to the CONTRACTOR at any time prior to or in the course of the execution of the works or any part thereof modify or amend the relevant plan, drawing, design, specification, order and/or any instruction or any of them by addition, omission, substitution or otherwise whatsoever, and the CONTRACTOR shall thereupon either convince the E-I-C of the unnecessity in the whole or part of the amendment(s) or modification(s) or shall implement the same and shall cause the plan, drawing, design, specification, order or instruction as the case may be to be accordingly amended and the CONTRACTOR shall thereafter carry out the work or supply or the related work or supply, as the case may be, in accordance with such altered specification, order, instruction, plan, drawing and/or design, as the case may be, on the same terms and conditions in all respects without entitlement to any additional remuneration or price.

7.1.1 In addition to and without prejudice to Clause **7.1** hereof, the E-I-C shall have the power by written notice to the CONTRACTOR at any time prior to the or in the course of the execution of the relative works or supply or any other part thereof, to alter or amend or modify any other requirement. If and so far as the alteration, amendment and/or modification requires any consequential amendment in any plan(s), drawing(s), design(s) or specification(s) within the CONTRACTOR'S scope of work and/or supply, the CONTRACTOR shall make such alternations, amendment(s) or modification(s) as the case may be.

7.1.2 If such alteration, amendment, modification or improvement under Clause **7.1** or **7.1.1** shall, in the opinion of the CONTRACTOR, necessitate an extension in the time for completion, the provisions of Clause **23.6.6** hereof and related clauses with regard to the extension of time shall apply.

7.2 If any alteration, amendment or modification under Clauses **7.1.1** shall, in the opinion of the OWNER/EIL, result in a reduction in the scope of work or specifications of the work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, or if in the opinion of the CONTRACTOR, the alteration, amendment or modification shall result in an increase in the scope of work or specifications of the work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, the EIL/OWNER or the CONTRACTOR, as the case may be, shall serve written notice thereof to the other, with a copy to the Engineer-in-Charge, and the provisions of Clause **9.0** and associated provisions thereunder applicable to a Change Order initiated by the OWNER or CONTRACTOR, as the case may be, shall mutatis mutandis apply. Such notice shall constitute and shall comply with the requirements of a Change Order Proposal under Clause **9.1** (if initiated by the EIL/OWNER) or Clause **9.2** (if initiated by the CONTRACTOR).

7.2.1 Pending finalisation of a change order pursuant to a notice/change order proposal given under the provisions of Clause **7.2** hereof, the CONTRACTOR shall continue and be bound to continue and perform the work(s) and/or make the supply(ies) to completion in all respects according to the Contract (unless the contract or works be determined by the EIL/OWNER) and the CONTRACTOR shall continue to be liable and bound in all respects under the Contract.

8.0 ALTERATION IN THE SCOPE OF WORK OR SUPPLY

Provisions of GCC. Clause No. **62 stands replaced** as follows:

8.1 EIL/OWNER may at any time(s), before or after the commencement of the work or supply, notice in writing issued to the CONTRACTOR, alter the scope of work or supply, by:

a) increasing or reducing the quantities relative to any job(s) or supply(ies) or by

b) increasing or reducing the job(s) required to be done or supplied with respect thereto or by
c) omitting therefrom any specific job(s) or portion(s) or by
d) substituting any existing jobs or operations with other jobs and/or operations, or by
e) requiring the CONTRACTOR to perform any extra works and upon receipt of such notice the CONTRACTOR shall execute the job(s) and/or make supplies as required within the altered scope of work and/or supply ,

by issuing a notice specifying in reasonable detail the Works and Services contemplated thereunder (the "**Change of Scope Notice**").

8.2 If any alteration in the scope of work and/or supply shall in the opinion of the CONTRACTOR, necessitate any extension in time for completion ,the CONTRACTOR shall submit the details of the same in accordance with Clause **9.0** for the issuance of a **Change Order proposal** and the provisions of Clause **23.6.6** hereof and related Clauses with regard to the extension of time shall apply.

8.3 If an alteration under clause **8.1** shall, in the opinion of the OWNER, result in a reduction in the scope of work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, or if in the opinion of the CONTRACTOR, the alteration, amendment or modification shall result in an increase in the scope of work or supply covered by the Lumpsum Price so as to render unreasonable the Lumpsum Price, the OWNER or the CONTRACTOR as the case may be , may initiate a Change Order Proposal by serving written notice thereof to the other, with a copy to the E-I-C, and the provisions of Clause **9.0** and associated provisions thereunder applicable to a Change Order initiated by the EIL/OWNER or CONTRACTOR, as the case may be, shall mutatis mutandis apply. Such notice shall constitute and shall comply with the requirements of a Change Order Proposal under clause **9.1** (if initiated by the OWNER) or Clause **9.2** (if initiated by the CONTRACTOR).

8.4 Pending finalization of a Change Order pursuant to a notice/Change Order Proposal given under the provisions of Clause **8.3** hereof, the CONTRACTOR shall continue and be bound to continue and perform the work(s) and/or make the supply(ies) to completion in all respects according to the Contract (unless the Contract or works be determined by the EIL/OWNER) and the CONTRACTOR shall continue to be liable and bound in all respects under the Contract.

9.0 CHANGE ORDERS

9.1 If a "**Change Order Proposal**" has been initiated by the OWNER pursuant to a "**Change of Scope Notice"**, the Contractor shall, with due diligence and provide to the E-I-C/OWNER such information as is necessary, together with documentation in support of:

9.1.1 the reduction in the Lumpsum Price as contemplated by the E-I-C/OWNER by virtue of the change(s) referred to in the notice and shall set forth the basis for the calculation thereof;

9.1.2 the impact, if any, which the Change of Scope is likely to have on the timeline of the completion of the Project .

9.1.3 the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including but not limited to detailed engineering analysis and costing related information and documents.

9.2 A Change Order Proposal may be initiated by the CONTRACTOR only within **21 (twenty one) days** from the date of issue of **Change of Scope Notice** or orders or instructions relative to any works for which the CONTRACTOR claims the additional payment or compensation. The Change Order Proposal made by the CONTRACTOR shall set out the reasons for the proposal and the basis on which the increase in the Lumpsum Price is proposed to be calculated and shall give particulars of the order or instruction from which it arises. The contractor shall inform the E-I-C of the prices which he intends to charge for such alteration/modification of supply/works supported by analysis of the rate or rates claimed.

9.2.1 Any Change Order Proposal made by the contractor should accompany the contractor's analysis of the extra cost/ price reduction, as well as, the time implications thereof, based on which EIL/Owner shall analyse and take decision on the Change Order proposal of the Contractor.

9.2.2 If the CONTRACTOR fails to initiate a Change Order Proposal against Change of Scope Notice issued by the OWNER within the time and in the manner specified in Clause **9.2**, the Change of Scope issued in the Change of Scope Notice will be deemed to be accepted and a Change Order

will be deemed to have been issued and the CONTRACTOR will be liable to complete the modified Scope of Contract in the original cost and time of the Contract.The OWNER shall not be liable for or in respect of a claim of additional cost or extension of time or Change Order Proposal subsequently or otherwise made or initiated by the CONTRACTOR in respect of such Change of Scope, and the CONTRACTOR hereby waives and relinquishes any and all rights in respect of any such claim or Proposal subsequently or otherwise made or initiated by the CONTRACTOR.

9.3 EIL shall promptly consider a Change Order Proposal submitted by the CONTRACTOR in compliance with Clause **9.2**. EIL shall submit its recommendations to the OWNER within 2 (two) weeks of receipt of the Change Order Proposal.

9.3.1 The OWNER shall within **3 (three) weeks** thereafter examine the Change Order Proposal and the recommendations of E-I-C and convey in writing to the CONTRACTOR it is in principle approval or disapproval of the Change Order Proposal.

9.3.2 Deleted

9.3.3 EIL shall review the detailed engineering and costing of the change proposed by the CONTRACTOR and submit to the OWNER and the CONTRACTOR its comments thereon within **three (3) weeks** of the receipt thereof.

9.3.4 Within **4 (four) weeks** of receiving EIL's comments, OWNER shall settle with the CONTRACTOR on the costing of the change and issue a Change Order incorporating the cost and time impact of the change by increase or reduction, as the case may be, in the Lumpsum Price and schedule of completion. The OWNER may call the CONTRACTOR for negotiations for settlement of Change Order(s). Change Order(s), shall be placed once every six months the date of LOA by OWNER or once the agreed cumulative costing of the change becomes more than **5%** (five percent) of the Lumpsum Contract Value, whichever occurs earlier.

9.4 Deleted.

9.5 Deleted.

9.6 Provided always that the provisions with respect to a Change Order or a Change Order Proposal shall not be applicable if:

a. the change of supply or services or work is required by the EIL/OWNER before approval of detailed design or engineering to meet the requirements of the Contract.

b. the change of supply or services or work is necessary at any time in order for the CONTRACTOR to comply with the requirements of the Contract or the CONTRACTOR's responsibilities under the Contract,

c. the additional supply or services or works are required because of any delay or deficiency attributable to the CONTRACTOR,

d. the additional Work/ services and/or materials are required to make good the CONTRACTOR's Warranties and/or Guarantees as set forth in the Contract.

e. the change relates to the repair, rectification or re-performance of any of the defective Work(s) or materials within the CONTRACTOR's scope or supply or services or work.

9.7 Unless otherwise agreed between the CONTRACTOR and the OWNER, the price implications of a Change Order Proposal for addition to or subtraction from the Lumpsum Price shall be calculated on the following basis:

(A) (i) For Materials covered under the CONTRACTOR's scope of supply (including equipment) incorporated in work(s) not being Civil and Structural Works covered by(B) below, at cost of such materials involved in the work(s) to which the Change Order Proposal relates, as witnessed by the Supplier's relative invoices;

(ii) For works and services, other than Civil and Structural works covered by (B) below, at the cost of labour and consumables and utilities involved in the works to which the Change Order Proposal relates and the cost of equipment involved in the execution of such work, the cost of the equipment to be worked out by amortization in the manner provide in Clause **9.7.1**;

(iii) **6 % (six per cent)** of (i) and (ii) above to cover design and other engineering and overall co-ordination costs (if applicable).

(iv) **10% (ten per cent)** of the total of (i), (ii) and (iii) above to cover all other costs, overheads and profit.

(B) (i) For Civil and Structural works involved in the works to which the Change Order Proposal relates, on basis of the Central Public Works Department (CPWD) rates then prevailing for the location of the works or, in the absence of the existence of CPWD rates for the location, at the applicable State Public Works Department (PWD) rates, which cover costs, overheads and profit;

(ii) **6 % (six per cent)** of (i) above to cover design and other engineering and overall co-ordination costs (if applicable).

9.7.1 Unless otherwise agreed, for the purposes of calculating the increase or reduction in the Lumpsum Price consequent upon a Change Order Proposal with respect to any works other than Civil and Structural work(s) covered by Clause **9.7 (B),** as and from the date of the initiation of a Change Order Proposal, the CONTRACTOR shall on each day prepare and submit to the OWNER, a statement of time worked by all labour employed in the work/services to which the Change Order Proposal relates and showing the description and quality and invoiced costs of all CONTRACTOR supplied materials (including equipment) incorporated in the works and the cost of materials and utilities and equipment utilized for the work to which the Change Order Proposal relates. Such statement shall be submitted by the CONTRACTOR on a daily basis to the OWNER after obtaining the comments (if any) and signature of the E-I-C thereon. At the end of each month, the CONTRACTOR shall deliver to the OWNER for approval a price statement of the cost of labour, materials, utilities and equipment used in this behalf. The cost of mechanical equipment utilized for the work shall be worked out on a capital amortization of **2000 (two thousand)** working days. Notwithstanding any dispute as to the cost allocation, the Statement shall be signed by the E-I-C with a Note of dissent as a record of the views of the E-I-C thereon.

9.7.2 Unless otherwise agreed, the amount calculated under Clause **9.7** shall solely determine the rights of the OWNER or the CONTRACTOR, as the case may be pursuant to a Change Order Proposal in respect of which the OWNER is entitled to a reduction in the Lumpsum Price or the CONTRACTOR is entitled to an increase in the Lumpsum Price.

9.7.3 It is hereby specifically clarified as follows:

a) Nothing provided herein shall in any manner permit the CONTRACTOR to disobey any order(s) or instruction(s) of the E-I-C or OWNER or other person or authority competent to issue such order(s) or instruction(s) or to await the outcome of the process set forth herein for claiming or determining the cost implications or implementing such order(s) or instruction(s).

b) The CONTRACTOR shall within the Scope of Work and Services be bound to promptly and timely implement such order(s) or instruction(s).

c) The time taken in implementing the process herein set forth shall in no circumstances constitute a ground for extension of time under Clause **23.6.6** or Clause **26.6.7** or otherwise.

d) Any delay or inability by EIL to consider and/or submit its recommendations on a Change Order Proposal in accordance with Clause **9.3** or to review and/or submit its comments in accordance with Clause **9.3.3**, or by the OWNER to examine the Change Order Proposal, or convey its approval or disapproval to the Change Order Proposal in accordance with Clause **9.3.1** or to convey its agreement or to issue a Change Order under Clause **9.3.4** shall in no circumstances constitute a ground for extension of time under Clause **23.6.6** or Clause **23.6.7** or otherwise.

9.8 In the event the **Parties** are unable to agree to the proposed Change of Scope and a Change Order is not issued or deemed to be issued in accordance with this Contract, the OWNER may, after giving notice to the CONTRACTOR and considering its reply thereto, award such works or services to any other agency; provided that the CONTRACTOR shall have the option of matching the final proposal submitted by such Person subject to payment of [2% (two per cent)] of the price for relevant works to the OWNER. It is also agreed that the CONTRACTOR shall provide assistance and cooperation to the agency who undertakes the Works or Services hereunder but shall not be responsible for rectification of any Defects in works carried out by other contractors appointed in accordance with this Clause **9.8**.

10.0 Deleted

11.0 SUSPENSION OF WORK AND SUPPLIES

Provisions of GCC. **Clause No. 71** has been modified to the following extent:

11.1 EIL/OWNER may at any time(s), at his discretion should he consider that the circumstances so warrant (the decision of the E-I-C as to the existence of circumstances warranting such suspension shall be final and binding upon the CONTRACTOR), by notice in writing to the CONTRACTOR, temporarily suspend the work or supply or any part thereof for such period(s) as the E-I-C / OWNER shall deem necessary and the CONTRACTOR shall, upon receipt of the order of suspension, forth with suspend the work(s) or supply(ies) or such part thereof as shall have been suspended until he has received a written order from the E-I-C / OWNER to proceed with the work suspended or any part thereof.

11.1.1 During the period of any suspension under Clause **11.1**, the CONTRACTOR shall at his own cost within the scope of the relative work, properly protect and secure the work and materials so far as is necessary in the opinion of the E-I-C.

11.2 If the suspension under Clause **11.1** is for reasons of force majeure as defined in Clause **15.10 of GCC** or by reason(s) of the default or failure on the part of the CONTRACTOR or is for the purpose of ensuring safety of the work(s) or any part thereof or is necessary for the proper execution of the work(s) or is for reason(s) of weather affecting the safety or quality of the work(s) or materials (the reasons for the suspension stated by the E-I-C / OWNER in any notice of suspension as aforesaid, inclusive as to existence or default or failure on the part of the CONTRACTOR, if so stated in the notice, shall be final and binding upon the CONTRACTOR), the CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by the CONTRACTOR by virtue of any suspension as aforesaid, notwithstanding that consequent upon such suspension, the machinery, equipment and/or labour of the CONTRACTOR or any part thereof shall be or become or be rendered idle and notwithstanding that the CONTRACTOR shall be liable to pay salary, wages or hire charges and expenses thereof or therefore.

11.3 Unless the suspension is by reason of default or failure on the part of the CONTRACTOR (and the reasons for the suspension stated by the Engineer–in-Charge in any notice of suspension as aforesaid inclusive as to the existence of default or failure on the part of the CONTRACTOR if so stated in the notice, shall be final and binding upon the CONTRACTOR), if in the opinion of the CONTRACTOR such suspension shall necessitate any extension in the time of completion, the provisions of Clause **23.6.6** hereof and related Clauses in respect of extension of time shall apply.

11.4 In the event that the suspension continues for a period of **12(twelve) weeks or more**, the OWNER in consultation with EIL and the CONTRACTOR shall forthwith review the situation with a view to take suitable remedies, including termination of contract. If the parties are unable to agree upon a suitable remedy, either party may terminate the Contract by giving the other party written notice of such termination, provided that any notice of termination by the CONTRACTOR shall be operative only if the E-I-C/ OWNER does not lift the suspension **within 4 (Four) weeks** of receipt of the CONTRACTOR's notice in this behalf, and the CONTRACTOR's notice shall so specify. In event of Force majeure, the provisions of Clause 15.10 **hereof** shall apply.

11.5 In the event of such termination being upon a suspension consequent to a default or failure by the CONTRACTOR, the CONTRACTOR shall not be entitled to any damage, compensation, loss of profit or other compensation whatsoever in addition to payment for the completed supplies made and completed works done in accordance with the terms of the Contract in accordance with the provisions of Clause 42 of GCC.

11.6 Except for a suspension by written order of the E-I-C under Clause **11.1** hereof, the CONTRACTOR shall not suspend the work for any cause and any such suspension, if occur shall be likely to be attended by consequences under Clause 40.1.1 hereof.

11.7 Notwithstanding anything provided in Clause 42 of GCC and/or Clause **11.0** and related Clauses thereunder, upon a cancellation of the Contract under the provisions of Clause **10.0** hereof or termination of the Contract under provisions of Clause **11.4.** hereof, the provisions of Clauses **40.3** to **40.7** hereof consequent upon termination of Contract shall apply. Should the termination be one to which the provisions of Clause 11.5. hereof apply, then the provision of **Clauses 40.2, 40.2.1 40.8, 40.9, 40.10, 40.11 and 40.12** consequent upon termination of Contract shall also mutatis mutandis apply.

12.0 WORK FRONT

GCC Clause No. **53** & **56** shall be read in conjunction with the following:

12.1 The work front/ job site/ Free Issue Material (if applicable) required by the CONTRACTOR for the performance of the works shall be handed over by the OWNER to the CONTRACTOR sequentially in the stages meeting the CONTRACTOR's requirements for the works with a view that the CONTRACTOR shall so plan his works as to perform and achieve completion in a sequential manner without starting all the works at the same time.

12.2 To this end, **within 4 (Four weeks)**of the LOA, the CONTRACTOR shall finalise in consultation with the E-I-C, sequential requirements of the work front/ job site/Free Issue Material (if applicable) taking into account other works concurrently being undertaken by the OWNER at and about the same job site and/or on the performance or completion of which the CONTRACTOR's performance depends (the "Front Release Programme")

12.3 In the event that the OWNER for any reason(s) not attributable to the CONTRACTOR, is unable to hand-over to the CONTRACTOR, the relative work front/ job site/ Free Issue Material (if applicable) on the planned date of release thereof as specified in the Front Release Programme, as a result of which the CONTRACTOR is prevented from continuing with the work, the CONTRACTOR shall give written notice thereof to the E-I-C and the OWNER, specifying the particular work-front/job site with reference to which the default has occurred and specifying that notice is being given under this Clause **12.3**, and if the work front/job site/ Free Issue Material (if applicable) is not thereafter sufficiently made available to the CONTRACTOR within **10 (ten) days** from the receipt of such notice and the CONTRACTOR cannot commence or progress with the work, the CONTRACTOR shall be entitled to resort to the provisions of Clause **23.6.6** and **23.6.7** for extension of time if so required as the CONTRACTOR's sole remedy.

13.0 MATERIALS, LABOUR, EQUIPMENT AND FACILITIES

Clause No. **55 of GCC** stands modified to the following extent:

13.1 CONTRACTOR'S RESPONSIBILITY

13.1.1 Notwithstanding anything to the contrary in the Contract Documents expressed or implied, the CONTRACTOR shall be and remain at all times exclusively responsible to supply all material and provide all labour, equipment, machinery and facilities and utilities 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 job description, Schedule of Prices, the specifications, plans, drawings and/or other Contract documents or howsoever otherwise as shall or may from time to time and at anytime be necessary for or in connection with the work, either for incorporation in or within the permanent works or relative to the execution and the performance of the work.

13.2 MATERIALS

13.2.1 The GCC along-with this SCC shall, on issue of the LOA to the CONTRACTOR, constitute a firm contract for the sale and supply, to the OWNER, of 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 at site for imported materials as well as indigenous materials at the price 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 the Completion Certificate.

13.2.2 (a) Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by Owner. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, Owner shall not be liable to make any payment against such invoice.

(b) The Supplier's invoices to Contractor for imported materials shall include the cost of all pre-delivery tests and third party inspections charges (if same is in contractor scope as defined elsewhere in bidding document). However the subsequent CONTRACTOR's invoice shall include the CONTRACTOR's procurement charges.

For imported goods where goods are cleared by filing into Bill of Entry in the name of Owner (import under MOOWR scheme), bidder to adhere to requirements as per Clause No. **B.2. b) & d)** of **Annexure-XXIV of SCC**.

(c) The Supplier's invoices to Contractor for indigenously supplied materials shall include all pre-delivery tests and Inspection charges (if specified in Inspection Methodology enclosed with Technical Section and Clause 29.18 hereof). However the subsequent contractor's invoice shall include the CONTRACTOR's procurement charges.

13.2.3 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 Engineer-in-Charge, and to transport the same from said godowns or place(s) of storage to the work site for incorporation in the permanent works.

The liability of insurance of material/equipment till it gets dispatched to work site shall remain with the Contractor.

13.2.4 The work of delivery and transportation of materials shall include (but not be limited to) the following:

I. Payment of custom duty, Social Welfare Surcharge , IGST and GST compensation cess, if applicable, for cases where contractor imports material where Contractors will become consignee of the goods by filling Bill of Entry for Home consumption,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, including making necessary payment of Customs Duties, Social Welfare Surcharge, IGST and GST compensation cess.

For Imported supplies by Contractors as built in import content where goods are cleared by filing into Bill of Entry in the name of Owner under MOOWR scheme, payment of custom duties & related levies shall be discharged by owner.However, 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 shall be in Contractor's scope.

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, mobilisation, and deployment of all labour thereof, equipment & machinery necessary for lifting, loading, handling, removing, transporting, unloading, stacking or securing the materials.

V. 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 local toll (if applicable), terminal and/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. There will be no materials under the scope of Contract which will be directly consigned to Owner, unless otherwise specifically mentioned elsewhere in the tender. The OWNER will not issue/provide Road Permits/e-Way bill /Entry Permits/Transit Permits to the CONTRCTOR except in respect of material directly purchased by or imported by the OWNER on High Sea Sales basis as per provisions of **Annexure-XXIV of SCC** (Taxes & Duties). E-way bills, if applicable, from the designated date shall be required to be filed on

the Common Portal by the CONTRACTOR and / or CONTRACTOR's designate(s). Contractor and / or CONTRACTOR's designate(s) to ensure the validity of the e-way bill during the transit of the goods. Owner's decision on acceptance of E-way bill shall be final and binding on the Contractor.

VI. 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.

VII. Anti-dumping Duty and Safeguard Duty as applicable on Imported material shall be in the Contractor's scope. The OWNER will not bear any liability towards payment of Safeguard Duty, Anti Dumping Duty, Protective Duty and applicable IGST on same Or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government under Customs Tariff Act, 1975 applicable on import of any materials to India for the subject work.

VIII. Transit and storage insurance of all material for full replacement value thereof delivered at site , which is not covered under Owner's Insurance Policy.

IX. Any documents to effect High Sea Sales & to facilitate Owner to avail benefits under MOOWR scheme.

14.0 GENERAL PROVISION WITH REGARD TO MATERIALS

14.1 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 **13.2** 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/EIL and its employees, directors, representatives indemnified from and against all consequences thereof.

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 E-I-C 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's relative officer(s) 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 E-I-C and his representative(s) 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 utilisation, 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 E-I-C may at his discretion require that all premises in which any materials are stored, shall be double Locked with the keys to one lock retained by the E-I-C or his representative, with the intent that all issues of materials shall be with the concurrence of the E-I-C or his representative, as the case may be, provided that any such double-locking and/or concurrence as aforesaid shall only be an additional precaution and shall not in any way absolve the CONTRACTOR of his full liabilities or responsibilities in respect of such material.

V. 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 hereof and shall keep the OWNER/EIL and its employees, directors, representatives 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 at the CONTRACTOR's risks and costs in all respects.

VI. For insurance clause no. **32.5, 32.6** & **65** of SCC to be adhered to.

VII. Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of the materials to the CONTRACTOR, the Ownership in respect of the material shall at all times be and remain with the OWNER.

In line with provisions of Clause 14.2.1 hereof, the Contractor shall propose and submit the desired quantity(ies) of Project Materials (both sourced/bought from India as well as from abroad on which Custom Duty has been paid by the Contractor as Owner of said materials) to be brought to the Site, to the E-I-C, for approval. The Contractor shall propose such quantities keeping in mind that dumping of bulk materials at Site is avoided and at the same time the job progress is not hampered for lack of availability of Materials. Contractor can make subsequent changes/modifications in these finalized quantity (ies) with the specific approval of Owner/E-I-C.

VIII. Handing over/ return of project left over surplus materials/ scrap materials generated by Contractor, after the completion of the project will be subject to the following:

a) An inventory shall be made by the Contractor of all left over/ surplus materials including but not limited to scrap, wastages and unserviceable material supplied and/ or remaining at the project site in possession of the Contractor, upon completion of the contract.

b) Contractors shall be allowed to take back all left over/ surplus project materials (both sourced/ bought from India as well as from abroad on which custom duty has been paid by the Contractor as owner of said materials) from the project site which are not required for the project. Such surplus material shall be allowed to be taken out only after completion of the commissioning activities.

c) Necessary approval from Owner will be taken by the Contractor for taking out the leftover/ surplus materials from project site after obtaining due recommendation from the Engineer in Charge / Owner. However, any leftover/ surplus project materials procured under Project import Regulations or any other similar schemes or regulations like MOOWR etc. shall continue to be the property of the Owner and shall not be allowed to be taken out from project site/ locations by the Contractor whether during or after completion of the contract.

d) On any project surplus/ left over materials being handed over to the Contractor, GST at applicable rate (at the time of handing over / transfer) will be charged to the Contractor. Such invoice value on Project surplus/ left over materials will have a notional value (which will be based on purchase price of previous Purchase Orders or as mutually decided by Owner and Contractor). This value shall be only for the purpose of tax compliance.

e) Any project left over items, which are no longer required for project and which has insignificant residual value, should be suitably disposed off or be destroyed off by the Contractor, with prior approval of EIL/Owner.

f) Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period and Contractor shall clearly classify such items/equipments/temporary work and provide list of the same to E-I-C/Owner, other project left over/ surplus materials are not removed by the Contractor from the Project site, within a period of **2 (two) months** after due intimation by Owner/Owner's representative to Contractor to do so, Owner shall be free to dispose these left over/ surplus project materials at its sole discretion without any recourse available to the Contractor. Notwithstanding the same, value realized from disposal of project left over/surplus project materials 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.

g) No other surplus material will be allowed to be taken out and deemed to be the property of the OWNER and the same shall be transported properly to the

OWNER's store or as directed by OWNER. Accordingly, the quoted prices shall be deemed to be inclusive of the same.

IX. 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, or shall fail to return to the OWNER any surplus material or empties within the provision hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials or empties delivered at OWNER's stockpile/godown plus departmental charges calculated at **10% (Ten percent)** of the said costs determined by the Engineer-in-Charge, and the decision of the E-I-C as to such cost shall be final and binding upon the CONTRACTOR.

X. To enable OWNER to avail Input Tax Credit (ITC), the CONTRACTOR/supplier shall furnish/submit any and all certificates, documents and declarations as are required by OWNER to avail of the ITC.

14.2 **BILLS OF MATERIALS**

14.2.1 The CONTRACTOR shall *within* **(7) seven weeks** from the date of acceptance of bid, 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.

14.2.2 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 42 of GCC hereof upon cancellation of contract, and for no other purpose.

14.2.3 The OWNER/EIL 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/EIL and all provisions applicable thereto with reference to critical drawings shall be applicable to the review of the Bill of Materials.

14.2.3.1 The priced Bill of Materials as approved by the EIL/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) 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 inconformity 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.

14.2.3.2 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 EIL/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 in any way 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/Schedule of Price but for such amendment.

14.3 Necessary approval from Owner will be taken by the Contractor for taking out the leftover/ surplus materials from project site after obtaining due recommendation from the Engineer in Charge / Owner. However, any leftover/ surplus project materials procured under Project import Regulations or any other similar schemes or regulations like MOOWR etc. shall continue to be the property of the Owner and shall not be allowed to be taken out from project site/ locations by the Contractor whether during or after completion of the contract.

15.0 SUPPLY OF MATERIALS

15.1 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 and desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.

15.2 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, and on no account later than the delivery dates in this behalf specified in the Delivery Schedule.

15.3 Within **6 (Six) weeks** from the date of issue of the LOA, the CONTRACTOR shall submit to the EIL/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 relative to the work, providing sufficient margin to cover for contingencies. The E-I-C and the CONTRACTOR shall thereafter, **within 2 (Two) weeks** 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 and default by the CONTRACTOR to make within the prescribed date(s) any supply shall be deemed to be a breach by the CONTRACTOR to which the provisions of clause **40.1** hereof relating to termination of contract shall be applicable, but without prejudice to any other right or remedy that OWNER may have on this behalf.

15.4 All materials shall be deemed to have been accepted only when the material is received at the project site and accepted by the E-I-C. Such acceptance shall however, be subject to the terms and conditions hereof, including the right of rejection and/or replacement as elsewhere herein specified.

15.5 If the CONTRACTOR fails to submit to the EIL/OWNER a Delivery Schedule as envisaged above or if the E-I-C and the CONTRACTOR shall fail to agree upon the Delivery Schedule as envisaged above, then the E-I-C shall in consultation with the CONTRACTOR so far as reasonably feasible, prepare the Delivery Schedule as best as he can and the dates of delivery as fixed by the E-I-C shall be final and binding upon the CONTRACTOR except as herein otherwise expressly provided. The E-I-C shall issue the Delivery Schedule so prepared to the CONTRACTOR, and the provisions of Clause **15.3** hereof shall apply there to as though it was an approved Delivery Schedule.

15.6 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 **15.3** above or the Delivery Schedule prepared and issued by the E-I-C as specified in Clause **15.5** above, whichever shall be in existence.

15.7 Within **1 (one) Week** 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 E-I-C 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 relative to particular material(s) or in relation to all materials is necessary, the CONTRACTOR shall within **1 (one) Week** after the cessation or fulfilment as aforesaid make a written request to the E-I-C for extension of the relative time specified in the Delivery Schedule and the E-I-C may 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 the 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. The opinion/decision of the E-I-C in this behalf and as to the extension necessary shall, subject to the provisions of Clause **15.8** hereof, be final and binding upon the CONTRACTOR.

15.8 Notwithstanding the provisions of Clause **15.7** hereof, the EIL/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 E-I-C taken under Clause **15.7** or against the E-I-C'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 EIL/OWNER may consider necessary, and the decision of the OWNER as to the existence or otherwise of any grounds justifying the extension and as to the periods of extension, if any necessary, shall be final and binding upon the CONTRACTOR.

15.9 Subject as elsewhere herein or in the contract documents, otherwise expressly provided, only the existence of force majeure circumstances as defined in Clause **15.10** hereof, shall afford the CONTRACTOR a ground for extension of time for delivery of materials, and specifically without prejudice to the generality of the foregoing :

I. Inclement or unforeseen weather, strike or lock-out (except as defined under **Clause No. 20 of GCC**), shutdown, third party breach, delay in payment or commercial hardship shutdown or idleness or other impediment in progress or completion of the supply or work due to any reason whatsoever shall not afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his/its full obligations under the contract.

II. No delay whatsoever in the supply of any material by the CONTRACTOR or any of the CONTRACTOR"s vendors, suppliers or sub-contractors shall any wise entitle the CONTRACTOR to any extension of time for completion or to any claim for additional costs, remuneration or damages or compensation notwithstanding that an increase in the time of performance of the contract is involved by virtue of the delay or failure and notwithstanding that any labour, machinery or equipment brought to or upon the job site by the CONTRACTOR or any sub-contractor is rendered idle by such delay.

15.10 "**Force Majeure**" and other related provisions shall be as per Clause No. **20** of GCC modified to the extent as per Clause **15.10.1, 15.10.2 & 15.10.3** hereof.

15.10.1 The circumstances mentioned in Clause No. **20** of GCC shall be considered as "Force Majeure" event for the purpose of this contract, only where such events or circumstances:

(i) are beyond the reasonable control of the affected party; or

(ii) has not resulted from the negligence of the affected party or the failure of such party to perform its obligations under the Contract and which, or any consequence of which, has a direct, material and adverse effect upon the performance by the affected party of its relevant obligations under the Contractor

(iii) prevent or impede the Works; and

(iv) could not, or the effects of such events or circumstances could not, have been prevented, overcome or remedied by the Contractor performing the Works in accordance with this Contract.

"For avoidance of doubt inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event."

15.10.2 If the Party affected by Force Majeure is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure event; provided that: (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure event; (b) the affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure event and to cure the same with due diligence; and (c) when the affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

15.10.3 In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

15.11 No assurance, representation, promise or other statement by any personnel, Engineer or representative of the OWNER regarding the extension of time for the supply by the

CONTRACTOR of any material within the CONTRACTOR's scope of supply shall be binding upon EIL/OWNER or shall constitute an extension of time for the supply of any material(s) within the provision of Clause **15.7** or Clause **15.8** hereof, unless the same has been communicated by the E-I-C to the CONTRACTOR in writing under Clause **15.7** or by the Authority, under Clause **15.8** and the writing specifically states that it constitutes an extension of time within the provisions of Clause **15.7** or **15.8**, as the case may be. Without prejudice to the foregoing, it is clarified that the mere agreement, acceptance or prescription of a Delivery or other Schedule containing an extended time of commencement or completion in respect of the entire delivery(ies) or any of them shall not in any way constitute an extension of time in terms of the contract so as to bind EIL/OWNER or relieve the CONTRACTOR of all or any of his liabilities under contract, nor shall constitute a promise on behalf of the EIL/OWNER or a waiver by the EIL/OWNER of any of its rights in terms of the contract relative to the performance of the contract within the time specified or otherwise, but shall be deemed only (at the most) to be a guidance to the CONTRACTOR for better organising his work on a recognition that the CONTRACTOR has failed to organise his supplies and/or make the same within the time specified in the Delivery Schedule.

15.12 If the CONTRACTOR fails to supply the materials in accordance with the dates in this behalf specified in the Delivery Schedule, the CONTRACTOR shall be deemed in breach of contract and the provisions of Clause **40.0** and associated Clauses thereunder with regard to the termination of the contract shall apply, but without prejudice to any other rights, discount or remedy available to the OWNER in respect of such delay or failure.

15.13 All materials brought to Site shall be OWNER's Property. Only construction machinery, tools/ tackles brought to Site by the CONTRACTOR and properly recorded with EIL/OWNER shall be allowed to be taken out of Refinery and Project Premises.

16.0 MAKE OF MATERIALS

16.1 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 E-I-C/OWNER.

16.2 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 E-I-C/ OWNER, to assess the makes proposed by the CONTRACTOR as equivalent and acceptable.

16.3 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 E-I-C/ OWNER's approval.

17.0 CERTIFICATE OF VERIFICATION AND GOOD CONDITION

17.1 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 (wherever Inspection in scope of Contractor) 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.

17.2 On arrival of the material at site, the CONTRACTOR shall give written notice thereof to the E-I-C and 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.

17.3 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 E-I-C 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 E-I-C 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 E-I-C 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 E-I-C or Inspection Agency.

17.4 If on Inspection or proof, analysis or tests as aforesaid the E-I-C 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 E-I-C shall promptly 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. As per scope of digitalisation defined in Technical Section of bidding document, contractor to upload such documents in digital app.

17.5 Such certificate is only intended to satisfy the OWNER that prima facie the material supplied by the CONTRACTOR is in order and shall not in any way 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.

17.6 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 in any way 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) therefrom 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.

18.0 MATERIALS WITHIN OWNER'S SCOPE OF SUPPLY

Clause No. **56 of GCC** stands modified to the following extent:-

18.1 The OWNER does not warrant or undertake the provision 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 this respect understood by the CONTRACTOR. Any free issue material (FIM), if applicable, shall be governed by provisions as specified elsewhere in this SCC.

19.0 LAND, POWER, WATER AND OTHER FACILITIES:

As per Annexure-XII to SCC.

20.0 SHIPPING AND OTHER DOCUMENTS

20.1 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, after making necessary payments to Customs and clearing the consignments, obtain and furnish tothe OWNER, alongwith his monthly invoices, the following documents (hereinafter for the sake of brevity collectively referred to as "**the said document**"):

i. **Invoice and any other document as required under Applicable Laws (including but not limited to GST Laws)**
ii. Clean Bill of Lading/Air way bill ;
iii. Packing lists/Mill Tally Sheets;
iv. Certificate of origin(If applicable) and other relevant documents relating to the identification of the materials
v. Consular's Invoice, if necessary;
vi. Export License/documents, if applicable; and
vii. Phytosanitary Certificate (in original) for packing material as per International norms
viii. Third party inspection release note
ix. Insurance Certificate, if applicable.
x. Any other document(s) or literature submitted by him during Custom clearance;

20.2 The Bill of Lading shall be drawn in name of Contractor for imported goods wherein Contractors will become consignee of the goods by filing Bill of Entry in their name for Home consumption. For good imported under MOOWR scheme the Bill of Lading shall be endorsed in the name of BPCL to facilitate the High Sea Sale transaction and High Sea Sales shall be effected between Contractor and BPCL. Supplier's invoice should indicate the material is intended for Bharat Petroleum Corporation Limited(BPCL)-Polypropylene Project at Kochi Refinery (PP-KR). The bill of lading shall clearly indicate 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.

20.3 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.

20.4 The CONTRACTOR shall not less than **7(seven)** clear days before the contemplated date of shipment, inform the E-I-C of the contemplated date of relative shipment of the item(s) or material(s) and of the contemplated date of arrival thereof in India. On the order of placement of imported materials, the Contractor shall provide the copy of such purchase order to Owner through email immediately and hard copy shall be couriered within **7 Days** of placement of order for establishing linkage for OWNERs MCE insurance coverage.

20.5 In addition, within **7(Seven) working days** of the date of shipment, the CONTRACTOR shall dispatch, by Air Courier, according to the instructions of the E-I-C in this behalf 10(Ten) sets/copies of the said documents, specified in Clause No. 20.1 above.

20.6 The CONTRACTOR shall also, within **48 (Forty-Eight) hours** of shipment, send intimation of shipment with scanned copy of documents by email to EIL/OWNER.

20.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and shall state the quantity and detailed description of each item supplied reflecting the value of each item/material etc.

20.8 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.

20.9 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.

20.10 The OWNER reserves the right to vary the said list of documents by addition thereto or subtraction therefrom and to vary applicable instruction(s) from time to time.

20.11 In order to avail benefits of MOOWR Scheme, all Imported Goods consigned to the registered Bonded Facility/Warehouse of BPCL Kochi Refinery and Project premises has to be cleared by filing the Bill of Entry in the name of BPCL under MOOWR Scheme and such goods shall be imported on high-sea-sale(HSS) basis executed at the time of international transfer of goods and before the goods enters into custom frontier of India. Accordingly, CONTRACTOR may have to enter into an HSS Agreement with BPCL (wherever applicable). CONTRACTOR shall submit a High Sea Sale Agreement and list of other documents to facilitate HSS.

CONTRACTOR shall intimate EIL/BPCL within **7(Seven) working days** of shipment of the upcoming import. Seller shall provide all assistance to EIL/BPCL in execution of High Sea Sales Agreement between the respective parties.

20.11.1 In order to effect High Sea Sales following document shall be required including but not limited to:

i. Shipping documents containing Bill of lading or Air-Way Bill-endorsed in favour of BPCL
ii. Purchase Invoice by Overseas supplier in name of the Seller
iii. Commercial Invoice by Seller
iv. Packing List
v. Insurance documents, if any.
vi. Certificate of Origin
vii. Other import documents required for custom clearance.

viii. Any other documents (if required)

20.11.2 All the rights and title of goods covered under High Sea Sales Agreement, wherever required, will be transferred by execution of High Sea Sales Agreement and endorsement of documents of title in BPCL's favour before the goods enter into custom frontier of India.

20.11.3 CONTRACTOR has to produce entire chain of documents with the Customs authorities, such as Original Invoice, High Sea Sale agreement, endorsed bill of lading / airway bill duly endorsed for respective buyer(s) (CONTRACTOR and/or BPCL as applicable), involved in the supply chain with the last endorsement in favour of the ultimate importer (i.e. BPCL) in India, details of service charges/commission paid, if any, etc. to establish a link between the first transaction for international transfer of goods to the last transaction.

20.11.4 CONTRACTOR shall be responsible for undertaking such activities including but not limited to ocean/air-freight, unloading of cargo, custom clearance under MOOWR Scheme (except for obligation to pay Import duties), transportation and delivery at site (bonded warehouse i.e. Project premises site of BPCL) upon which the goods imported on High Sea Sales basis shall be issued as Free-Issue Material to the Seller by BPCL for further execution of activities covered under the scope of the bidding document. The charges for Stamp Duties or other incidental charges (except for payment for Custom & Custom related Duties for items imported under MOOWR scheme), as applicable, for Custom Clearance shall be borne by Contractor.

21.0 PACKING AND FORWARDING

21.1 IMPORTED SUPPLIES

21.1.1 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.

21.1.2 The CONTRACTOR shall notify the OWNER and E-I-C 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/ Engineer-in-Charge's information .

21.1.3 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.

21.2 INDIGENOUS SUPPLIES

21.2.1 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.

21.2.2 The CONTRACTOR shall notify OWNER/ E-I-C of the date of each shipment from the works and expected date of arrival at the site for the information of OWNER/ Engineer-in-Charge.

21.2.3 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/ E-I-C may require.

21.2.4 The following documents shall be sent to the OWNER/E-I-C 03 (three) days from the date of shipment:

- Tax invoice(2copies)
- Packing List(2copies)
- Test Certificate(4copies)
- E-Way Bill
- Railway Receipt/Lorry Receipt(2copies)
- Insurance Certificate (2copies) or copy of CONTRACTOR's Policy
- Third Party Inspection Release Note or Inspection Certificate as per QAP approved by OWNER/E-I-C or waiver certificate issued by OWNER/ E-I-C(2copies).

21.3 EQUIPMENT

21.3.1 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 performance of work (equipments specified herein are not for permanent incorporation of works) under the Contract 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.

21.3.2 The CONTRACTOR shall within **4(Four) Weeks** from the date of receipt of Acceptance of Bid, furnish to the E-I-C 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 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.

21.4 MISCELLANEOUS IMPORTS

21.4.1 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, Social Welfare Surcharge, GST compensation cess (If applicable) and IGST 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 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 importation by the CONTRACTOR for the purpose of the Contract, taking into account local availability.

21.4.2 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.

21.4.3 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.

21.4.4 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 E-I-C.

21.4.5 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.

21.4.6 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.

22.0 TAXES, DUTIES AND OTHER LEVIES

Provisions of Taxes & Duties of GCC stands modified as per **Annexure – XXIV** of this SCC.

Following added to Clause No. B.2 c) of **Annexure – XXIV** of SCC:

Clause No. B.2 c) of **Annexure – XXIV** of SCC shall also be applicable for Foreign Contractors , the provisions of referred clause stands modified to this extent.

GST will be applied on entire EPC contract value irrespective of applicability of MOOWR Scheme.

23.0 PERFORMANCE OF WORKS

Notwithstanding anything to the contrary stated in the relevant provisions of GCC, against Section-V 'PERFORMANCE OF WORKS' and its sub-clauses thereunder, the following additional clauses shall be applicable.

23.1 GENERAL

23.1.1 All works shall be performed and executed by the CONTRACTOR in strict conformity with the job description(s), Specification(s), Plan(s), drawing(s), design(s) and other contract documents applicable to the specific work(s) and any relative instructions as may be issued to the CONTRACTOR by the E-I-C from time to time.

23.1.2 The E-I-C shall be entitled from time to time or at any time, at their discretion, to issue written orders or instructions to the CONTRACTOR relative to the performance and/or execution of work(s) by the CONTRACTOR or otherwise, relative to any matter touching or affecting the contract or arising there from and to revise or revoke any orders or instructions previously issued, and the CONTRACTOR shall, subject to the provisions of the following clause, obey and/or abide thereby.

23.1.3 Should the CONTRACTOR require any clarification in respect of any orders or instructions issued by the E-I-C, or should there appear to the CONTRACTOR to be any contradiction between any orders or instructions issued by the E-I-C and the contract documents or any of them, the CONTRACTOR shall refer the matter immediately in writing to the E-I-C for his decision before proceeding further with the work and the decision of the E-I-C on any such matters shall be final and binding upon the CONTRACTOR, who shall perform the work accordingly, without entitlement to any claim against or compensation from the OWNER resultant upon such order, instruction or decision.

23.1.4 The CONTRACTOR shall, within **4(Four) Weeks** of receipt of notification of acceptance of bid, name Engineer(s) responsible for the work at the job site on behalf of the CONTRACTOR. The said Engineer(s) of CONTRACTOR shall be the representative(s) of the CONTRACTOR at the job site for and relative to all actions and transactions and dealings on behalf of the CONTRACTOR and to whom all plans, designs, drawings, orders and instructions or other documents or communications for or relative to the job site may be given, with the intent that all transactions and dealings had with the said Engineer(s) shall be deemed to have been had with the CONTRACTOR, and any and all plans, drawings, orders, instructions, documents or communications delivered to said Engineer(s) shall be deemed to have been delivered to the CONTRACTOR. The CONTRACTOR shall also independently or from amongst the said Engineer(s) designate one person to be the CONTRACTORs Project Manager with whom EIL/OWNER may also deal with as the CONTRACTOR's representative in the manner specified above, and who is authorized to take decisions on behalf of the CONTRACTOR and to co-ordinate amongst the aforesaid Engineer(s) of the CONTRACTOR.

23.1.5 The CONTRACTOR shall also nominate, at the job site, a Deputy Site Representative (which nomination shall also be subject to the approval of the E-I-C) to deputize for the CONTRACTOR"s Representative(s) during periods of unavoidable absence.

23.1.6 The CONTRACTOR shall also provide and maintain, at or about the job site, an office for the working accommodation of the CONTRACTOR"s engineer and staff. Such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of instructions, notices, and other communications.

23.1.7 The CONTRACTOR shall, within the scope of work erect and/or cause to be erected any and all temporary works, ancilliary works and enabling works, including preparing approaches and working areas for movement and operation of cranes, preparing and leveling areas for assembly and erection, dewatering of surface and sub-soil water and protection of existing works, drains, pipes, trenches, cables overhead and underground works and other facilities and utilities falling within the job site and/or approximate thereto and repair and/or re-placement of any and all existing works, drains, pipes, trenches, cables, wires and facilities and/or utilities damaged or destroyed by the CONTRACTOR or which may have to be temporarily or permanently diverted or re-routed to enable the contractual works.

23.1.8 The CONTRACTOR shall also provide and maintain, at or about the job site, an office for the working accommodation of the CONTRACTOR"s engineer and staff. Such office shall remain open and attended at all hours during which work is being performed at the job site, for the receipt of instructions, notices, and other communications.

23.1.9 The CONTRACTOR shall, within the scope of work erected and/or cause to be erected any and all temporary works, ancillary works and enabling works, including preparing approaches and working areas for movement and operation of cranes, preparing and levelling areas for assembly and erection, dewatering of surface and sub-soil water and protection of existing works, drains, pipes, trenches, cables overhead and underground works and other facilities and utilities falling within the job site and/or approximate thereto and repair and/or re- placement of any and all existing works, drains, pipes, trenches, cables, wires and facilities and/or utilities damaged or destroyed by the CONTRACTOR or which may have to be temporarily or permanently diverted or re-routed to enable the contractual works.

23.1.10 The CONTRACTOR shall co-operate with and afford the OWNER and other contractors engaged at site, access to the work and shall supply at cost as determined by the E-I-C (whose decision will be final), power and water for the performance of the work entrusted to them and/or for the carriage and storage of materials by them and whenever any work by the CONTRACTOR is being done in association, collaboration or in proximity with any other contractors, the CONTRACTOR shall co-operate with the OWNER or other contractor(s)/ agency(ies) involved in such work and shall ensure the harmonious working between the CONTRACTOR and the OWNER/contractor(s)/agency(ies) involved, and shall comply with any instructions issued by the E-I-C for the purpose.

23.1.11 The OWNER shall be entitled, at its discretion, to appoint one or more engineers and/or other personnel at or about its job site on behalf of the OWNER to do such acts, deeds, matters and things as may be necessary to safeguard the OWNER"S interests including (but not limited to), at the discretion of the OWNER, supervision and testing of the works being conducted by the CONTRACTOR at the job site and/or for rendering such assistance to the CONTRACTOR relative thereto as the OWNER or such Engineer(s) or personnel shall or may deem fit, it being understood, however, that the presence of any engineers or personnel of the OWNERS at or about the job site for any supervision, inspection or test performed or conducted by any such engineer(s) or any personnel of the OWNER in respect of any work(s) or any other assistance rendered by such engineer(s) and/or personnel to the CONTRACTOR relative thereto, shall be without any attendant obligation or liability of the OWNER vis-à-vis the CONTRACTOR, nor shall relieve the CONTRACTOR of his/its full responsibility in respect of the work(s) under the contract or bind the OWNER to accept as satisfactory or complete and/or in accordance with the contract, any work(s) performed by the CONTRACTOR which has/ have been supervised, inspected, tested or assisted by the said engineer(s) and/or personnel of the OWNER.

23.1.12 If the CONTRACTOR"s work or any part thereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof or otherwise based or founded or dependant thereon, the CONTRACTOR shall before commencing with his/its work, bring to the notice of the Engineer-in-Charge, in writing, any defects existing in said prior works.

23.1.13 CONTRACTOR shall not engage the services of the other contractors and/or their employees/workers presently working in the Refinery and Project premises, without prior written permission of the Owner.

23.1.14 Contractor to refer Project Execution Philosophy for the EPC Package attached as **per Technical Section of Bidding Document**.

23.1.15 During the Scope of Works, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place and shall protect the Site from any and all occupations, encroachments or encumbrances, and shall not place or create nor permit any sub-contractor or other person claiming through or under the agreement to place or create any encumbrance or security interest over all or any part of the Site or Plant or Unit, or on any rights of the Contractor therein or under this Contract, save and except as otherwise expressly set forth in this Contract. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the OWNER and undertake its removal at its own cost and expenses.

23.2 THE JOB SITES

23.2.1 OWNER/ CONSULTANT shall furnish the relevant existing grid point with Bench Mark, on the land. It shall be CONTRACTOR'S responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall employ an efficient survey team for this purpose and the accuracy of such setting out works shall be the CONTRACTOR'S responsibility.

23.2.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and the like and shall take all precautions necessary to prevent their removal or disturbance and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all survey marks, boundary marks, distance marks, whether existing or supplied/fixed by the CONTRACTOR.

23.2.3 Before commencing the work, the CONTRACTOR shall at his/its own cost and initiative provide all necessary reference and level posts, pegs, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bench marks acceptable to the E-I-C. The CONTRACTOR shall give the E-I-C not less than 24 (Twenty four) hours advance notice in writing of his intention to set out or give levels for any part of the work so that arrangements may be made for checking the same. Work shall be scheduled so as to enable checking lines and levels on any part of the work. The CONTRACTOR shall within the scope of work provide all assistance, tools, gauges and instruments required to enable the E-I-C to check the setting out of works. The centre, longitudinal or face line and cross line shall be marked by means of small masonry pillars. Each pillar shall have a distinct mark at the centre to enable a theodolite to be set over it. No work shall be started until all these points are approved by the E-I-C in writing, but such approval shall not relieve the CONTRACTOR of any of his responsibilities in respect of the adequacy or accuracy thereof. The CONTRACTOR shall also provide all labour, material, tools and other facilities necessary for the proper checking of layout and inspection of the points during construction.

The CONTRACTOR shall be exclusively responsible for the provision and maintenance of horizontal and vertical alignments and levels and for the correctness of every part of the work in accordance therewith and shall, at his own cost, rectify any error or imperfections therein.

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the CONTRACTOR. On completion of works, the CONTRACTOR must submit to the E-I-C the geodetic documents according to which the work was carried out.

23.3 SITE CLEARANCE,FILLING AND LEVELLING

23.3.1 The CONTRACTOR shall clear the job site of all unwanted trees, bushes, undergrowth and over-ground and underground structures, pipes and installations, and shall re-route, if necessary, any private utilities located on or within the job sites and shall take care to keep the job site clean at all times for easy access to the job site and also from the safety point of view to the satisfaction of the E-I-C.

23.3.2 The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the E-I-C for easy access to work site and to ensure safe passage, movement and working. All dismantled material shall be shifted /removed by CONTRACTOR at his own cost to designated place. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required in accordance with Good Industry Practice, Applicable Laws and instructions of the E-I-C, unless required to be maintained at the Site as per the express instructions of E-I-C.

23.3.3 If the work involves dismantling of any existing structure in whole or part , any RCC foundation, paved area care shall be taken to limit the dismantling up to the exact point and/ or lines as directed by the E-I-C and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of CONTRACTOR to the satisfaction of the E-I-C, whose decision shall be final and binding upon the CONTRACTOR.

23.3.4 The CONTRACTOR shall dispose off the unserviceable materials, debris etc. outside the Refinery complex and Project premises with due permission and approval of Local Municipal Authorities or other relevant authorities. The CONTRACTOR shall indemnify OWNER/EIL from any claims from Local Municipal bodies or other authorities arising in this context. The Lumpsum Prices shall be inclusive of the above activities also. The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the E-I-C.

23.3.5 No extra payment-shall be paid on this account. The Prices quoted in Schedule of Price are deemed to be inclusive of all the costs towards all the above activities as well.

23.3.6 The CONTRACTOR shall be the custodian of the dismantled materials till the E-I-C takes charge thereof.

23.4 COMPLIANCE WITH CODES AND STANDARDS

(a) The Work and all systems, components and parts of the Works shall comply with:

i) Those design criteria, codes and standards which are specified in this Contract, Scope of Contract and as agreed between CONTRACTOR and EIL/OWNER, and

ii) The requirements of all relevant Indian authorities, including without limitation :

(a) Factories Act;
(b) Indian Petroleum Rules;
(c) Petroleum and Natural Gas Regulatory Board (PNGRB) Act
(d) Tariff Advisory Committee Guidelines;
(e) Liquid effluent discharge, as per Minimal National Standards for liquid effluents and air emissions conforming to Pollution Control Board Standards;
(f) Civil Aviation Rules;
(g) Indian Boiler Regulations;
(h) Indian Electricity Rules;
(i) Requirement of Chief Controller of Explosives;
(j) Requirement of Town & Country Planning Department;
(k) Requirement of Labour Laws and The Building and other construction workers Act 1996
(l) Requirements of other authorities concerned with the Project or withany license, permission, sanction, approval or no objection relative thereto, and the terms thereof.

(b) Any modification to the agreed design criteria will be subject to the CONTRACTOR providing detailed justification and OWNER's/ E-I-C's approval of the same.

23.5 CONDITIONS OF WORK:

Provisions of Clause No. **48, 49 and 50 of GCC** stands modified to the following extent:

23.5.1 If necessary, the CONTRACTOR shall work overtime or in two or more shifts in a day. The CONTRACTOR shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working.

23.5.2 The CONTRACTOR will be expected to work on Sundays and holidays, if necessary, without extra compensation.

23.5.3 The CONTRACTOR shall plan and organise all operations taking into account all suspensions or shut downs necessitated by weather conditions and the severity of weather conditions (foreseen or unforeseen) shall on no account constitute a ground for extension of time for completion nor shall entitle the CONTRACTOR to claim any idle charges or additional compensation howsoever designated.

23.5.4 Notwithstanding the shut down or suspension of any operations necessitated by weather conditions, the CONTRACTOR shall, without entitlement to any additional compensation or remuneration, at his own cost and initiative take all steps necessary to protect the job site, and works, materials, equipment and machinery at site during adverse weather conditions and the effects thereof and shall, at his own cost and initiative, do and perform, to the satisfaction of the E-I-C, all such consequential rectification, repairs and/or reworking as shall be necessary.

23.5.5 The CONTRACTOR shall plan, well in advance for the collection of materials and equipment and the erection of such tarpaulins, sheds, wind breakers and/or other protection as shall or may be necessary for work during adverse weather conditions.

23.5.6 The CONTRACTOR shall also arrange and bring to job site and install such pumps and special equipment and machinery as may be necessary to enable work during the monsoon or adverse weather conditions and shall, at his own cost and initiative, arrange for dewatering the job sites so as to keep the construction site and areas to be worked upon free of water.

23.5.7 The CONTRACTOR shall not be entitled to any extra compensation or remuneration for or relative to any work during the monsoon or adverse weather conditions or for or relative to any special arrangements to be made and/or equipment or machinery to be brought to the job sites and/or operated to enable such workings.

23.6 TIME FOR COMPLETION

23.6.1 The CONTRACTOR shall complete in all respects in accordance with the Contract, the entire work within the time specified in this behalf in the Time Schedule given in **Annexure- I to this SCC.**

23.6.2 Within **4 (Four) Weeks** from the date of receipt of notification of award, the CONTRACTOR shall submit to the EIL/OWNER for approval a detailed Progress Schedule in graphical or other suitable form, giving dates of starting and finishing of various operations and works within the scope of work, providing sufficient margin to cover for contingencies and for final testing and commissioning and consequential reparation, replacement and/or supply. The E-I-C and the CONTRACTOR shall thereafter within another **14 (Fourteen) days** settle the Progress Schedule and the Progress Schedule so settled shall be the approved Progress Schedule and shall form part of the contract with attendant obligations upon the CONTRACTOR to commence the various works/operations involved on or before date(s) mentioned in this behalf in the approved Progress Schedule and to conclude the said works/operations on or before date mentioned in this behalf in the approved Progress Schedule and default by the CONTRACTOR to commence or complete within prescribed date(s) any work or operation shall for the limited purpose of Clause **40.1** hereof be deemed to be a breach by the CONTRACTOR to which the provisions of clause **40.1** hereof relating to termination of contract shall apply, but without prejudice to any other rights or remedies which the OWNER may have in this behalf.

23.6.3 The said Progress Schedule(s) to be submitted to the E-I-C for approval shall be accompanied as part thereof by a document which will list, relative to each operation, the labour, machinery and equipment to be employed by the CONTRACTOR to achieve the desired rate of progress, it being understood, however, that the quantity and types therein indicated shall merely constitute an indication of minimums, and shall not in any way absolve the CONTRACTOR from his/its obligations to complete the work in all respects within the time for completion specified in this behalf elsewhere in the bid documents and/or to employ additional labour, machinery and equipment necessary to achieve the desired rates of progress and/or to complete the work within the specified time.

23.6.4 If the CONTRACTOR shall fail to submit to the EIL/OWNER a Progress Schedule as envisaged above or if the E-I-C and CONTRACTOR shall fail to agree upon the Progress Schedule as envisaged above, then the E-I-C shall in consultation with the CONTRACTOR prepare the Progress Schedule (the dates of progress as fixed by the E-I-C being final and binding upon the CONTRACTOR except as herein otherwise expressly provided), and shall issue the Progress Schedule so prepared to the CONTRACTOR, and the provisions of clause **23.6.2** shall apply relative thereto as though it was as approved Progress Schedule.

23.6.5 Any reference in the contract documents to the “approved Progress Schedule” or to the “Progress Schedule” shall mean the “approved Progress Schedule” specified in clause **23.6.2** above or the “Progress Schedule” prepared and issued by the E-I-C as specified in clause **23.6.4** above, whichever shall be in existence.

23.6.6 Within **7 (Seven) days** of the occurrence of any OWNER’s hold-up or change, alteration or instruction by the OWNER or E-I-C in accordance with the provisions hereof or 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 any particular work(s) or operation(s) or the entire work at any job site(s) and is such as would entitle the CONTRACTOR to an extension of time specified in this behalf in the Progress Schedule(s), the CONTRACTOR shall inform the OWNER and the E-I-C, in writing, of the occurrence of the change, alteration or instruction or of the act, event or omission and the date of commencement of such occurrence. Thereafter, within **7 (seven) days** of such notice in the case of a change, alteration or instruction, and, if even upon the cessation of such act or event or the fulfillment of the omission in any other case, the CONTRACTOR is of the opinion that an extension of the time specified in the Progress Schedule relative to particular operation(s) or item(s) of work or the entire work at the job site(s) is necessary, the CONTRACTOR shall, **within 7 (Seven) days** after the cessation or fulfilment as aforesaid, make a request to the E-I-C for extension of the relative time specified in the Progress Schedule. The E-I-C may on such request at any time prior to completion of the works extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act, event, or omission constitutes a ground for extension of time in terms of the Contract and that such act, event, or omission has in fact resulted in insurmountable delay to the CONTRACTOR. The opinion/decision of the E-I-C in this behalf and as to the extension necessary shall subject to the provisions of clause **23.6.7** hereof, be final and binding upon the CONTRACTOR.

23.6.7 Notwithstanding the provisions of clause **23.6.6** hereof, the OWNER may at any time after final completion of the Unit or works in all respects of its own initiative consider a request for extension of time made by the CONTRACTOR to the E-I-C under Clause **23.6.6** or against the E-I-C"s failure to take a decision under the said clause, if satisfied of the existence of any ground(s)

justifying the delay, extend the date for completion of the work or any item or operation thereof for such period(s) as the OWNER may consider necessary, and the decision of OWNER as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the CONTRACTOR.

23.6.8 Subject as elsewhere herein or in the Contract documents expressly provided, only the existence of force majeure circumstances as defined in clause **23.6.9** hereof shall afford the CONTRACTOR a ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality of the foregoing, inclement or unforeseen weather, strike (except for strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed), lockouts, third party breach, delay in supply of materials(s) or commercial hardship shall not afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his full obligations under the Contract, nor will any forced shutdown or idleness or other impediment in progress or completion of the work due to any reason whatsoever afford the CONTRACTOR a ground for extension of time or relieve the CONTRACTOR of his/its full obligation under the Contract except and to the extent otherwise elsewhere herein specifically provided.

23.6.9 Provisions of **"Force Majeure"** shall be as per Clause No. **15.10** hereof.

23.6.10 Upon an extension of the time for completion of the work or any part of the work or any operation(s) involved therein, the extended date of completion shall be deemed to be the relative date of completion in the Progress Schedule.

23.6.11 The extension of time shall be the sole remedy of the CONTRACTOR for any cause or event of delay and the CONTRACTOR shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the CONTRACTOR hereby waives and disclaims any and all contrary rights.

23.6.12 No assurance, representation, promise or other statement by any personnel, Engineer or representative of the OWNER in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the Contract shall be binding upon the OWNER or shall constitute an extension of time for commencement or completion of the entire work(s) or any part or operation thereof within the provision of Clause **23.6.6** or Clause **23.6.7** hereof, unless the same is communicated to the CONTRACTOR by the E-I-C under Clause **23.6.6** or by BPCL, under Clause **23.6.7** and the writing specifically states to embody an extension of time within the provisions of Clause **23.6.6** or **23.6.7** as the case may be, and without prejudice to the foregoing, the mere agreement or prescription of a Progress Schedule by the E-I-C or any representative of the OWNER at variance with the Progress Schedule, or approved Progress Schedule, as the case may be, referred to in Clause **23.6.2**, **23.6.3** and/or **23.6.4** or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not in any way constitute an extension of time in terms of the contract so as to bind the EIL/OWNER or to relieve the CONTRACTOR of all or any of his/its liabilities under the Contract, nor shall constitute a promise on behalf of the OWNER or a waiver by the OWNER of any of its rights in terms of the Contract relative to the performance of the contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the CONTRACTOR for better organising his work on a recognition that the CONTRACTOR has failed to organise his work and/or to perform the same within the time specified in the Progress Schedule established within the provisions of clause **23.6.2**, **23.6.3** or **23.6.4.** here of as the case may be.

23.7 PRICE REDUCTION FOR SLIPPAGES IN COMPLETION

23.7.1 Provisions of Clause No. **22 of GCC** stands replaced as follows:

23.7.1.1 Time shall be of the essence in the performance of the Contractor's obligations. If any time period specified herein is extended for the reasons specified in the Agreement (including any delay by the OWNER), such extended time shall also be of the essence. In case the contractor fails to achieve completion of the entire work within specified Time Schedule as per ANNEXURE- I TO THIS SCC (Excluding delay caused by owners obligations not being met with) or if any works for which a separate Progress Schedule has been established is/are not achieved by the date of completion thereof specified in the relevant Progress Schedule (each of the said date(s) is hereinafter referred to as the "starting date for discount calculation"), the OWNER shall be entitled to a discount in the Lumpsum Price in a sum equivalent to the Lumpsum Price as specified

Annexure XIX of SCC [Titled "PRICE ~~ADJUSTMENT~~ REDUCTION FOR SLIPPAGE IN COMPLETION & PRICE REDUCTION/ADJUSTMENT FOR DELAY IN ACHIEVING INTERMEDIATE MAJOR MILESTONES"] for each week or part thereof that the work remains incomplete beyond the starting date.

23.7.1.2 The parties agree that this is a genuine pre- estimate of the loss/damage which will be suffered by the owner on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The owner shall be at liberty to adjust or deduct the said amount of price reductions from any amount due to the contractor including Security Deposit. In case where the concluded contract value is different from the original contract value due to the change orders/variation in executed quantities/extension of time, etc., the concluded contract value should be considered for recovery of Price Reduction for late delivery/delayed completion.

23.7.1.3 The owner shall be at liberty to deduct or retain from any amount payable to the contractor periodically, the proportionate or full amount of price reductions as the case may be for the delay periodically caused by the contractor.

23.7.1.4 Application of price reduction under clause **23.7.1.1** above shall be without prejudice to any other right of the OWNER, including the right of termination under Clause 40.1 and associated clauses thereunder.

23.7.1.5 Nothing in Clause 23.7.1 above shall prevent the OWNER from exercising its right of termination of Contract under Clause **40.1** hereof and associated clauses there under, and the OWNER shall be entitled, in the event of exercising its said right of termination after the last date for Mechanical Completion of the Unit(s) and/or for final completion of the works as the case may be, as specified in the Progress Schedule or any extension thereof, without prejudice to any other right or remedy available to the OWNER, to discount as aforesaid in the contractual price of services in addition to any amount as may be due consequent to a termination under Clause **40.1** hereof and associated clauses there under.

23.7.1.6 It is specifically acknowledged that the provisions of this Clause **23.7** and associated Clauses thereunder constitute purely a provision for price reduction and/or fixation and are not to be understood or construed as a provision for price reductions or penalty under Clause 74 of the Indian Contract Act or otherwise, and that the OWNER shall be entitled to damages or compensation, as the case may be, for breach or delay, independently of these provisions for price reduction.

23.7.1.7 GST (if applicable) on account of Price reduction for slippages in Completion as detailed in **Annexure XIX of SCC** would be borne by Contractor. Alternatively, CONTRACTOR shall invoice after adjusting the amount against Price reduction for Slippages in Completion from the RA Bill and claim the GST accordingly. However, presently GST on Price reduction for Slippages in Completion (L.D.) is not applicable.

23.7.1.8 Delay by OWNER in providing Utilities and Feedstock will not be reason for waiver of price reduction, if concurrently CONTRACTOR has delayed the completion of the Progress Schedule.

23.7.1.9 The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause **24.2** of theGCC and any right to get the defects in the work rectified at the cost of the contractor.

23.7.2 EXCESS CONSUMPTION OF UTILITIES

23.7.2.1 In the event that the total consumption/generation of respective utility as detailed in **Annexure-II to SCC (if applicable)** exceeds the guaranteed utility consumption/generation by more than as specified in Schedule of Prices, as applicable, then the CONTRACTOR shall first remedy/rectify the problem or make necessary replacements within such time as may be fixed on this behalf by the E-I-C after consulting the CONTRACTOR, so as to ensure that the consumption/generation of utility is brought within the guaranteed utility consumption/generation. If even after remedy/rectification / replacement of the equipment the total utility exceeds the guaranteed utility Consumption/generation, the OWNER shall be entitled to remedies/penalities as defined in **Annexure-II** to SCC **(if applicable)**.

23.7.2.2 The Contractor shall not be entitled to any extension of time for any remedy/replacement/rectification as specified above.

23.8 SCHEDULE OF ACTIVITIES

23.8.1 The CONTRACTOR shall within **4 (Four) weeks** from the date of issue of the LOA, furnish to the EIL/OWNER a detailed Schedule of Activities specifying in detail the various activities which the CONTRACTOR would be required to perform and the milestones with respect to each which the CONTRACTOR would have to achieve in order to set-up, complete, establish and successfully commission the UNIT/ works in accordance with the Contract.

23.8.2 Each activity entered in the Schedule of Activities and each milestone , of these schedule of activities provided under the Project Schedule herein , shall be priced so as to break-up so far as possible, the Lumpsum Price of services into various priced milestones of achievements and priced activities required to achieve those milestones. The Schedule of Activities and the said priced break-up of activities therein are intended only to provide a basis for the purpose of calculating on account payments for services and for calculating payments due to the CONTRACTOR under Clause 42 of GCC hereof upon cancellation of Contract, and for no other purpose.

23.8.3 The prices in Schedule of Activities shall be in conformity with the price(s)quoted by the CONTRACTOR for the various activities and the Contractual provisions for on account payments.

23.8.4 The OWNER shall review or cause to be reviewed the prima facie adequacy, sufficiency, validity and/or suitability of the activities listed in the Schedule of Activities for the works for which they are intended, and of the prices indicated in the Schedule of Activities in respect thereof. Such review shall be performed in conjunction with the design, engineering, specification and other technical reviews to be done by the EIL/OWNER and all provisions applicable thereto shall be applicable to the review of the Schedule of Activities. EIL/OWNER shall approve or comment on such schedule of activities submitted by the CONTRACTOR within a period of **3 (Three) Weeks** from the date of submission by CONTRACTOR.

23.8.5 The priced Schedule of Activities as approved by the EIL/OWNER shall constitute the Schedule of Activities envisaged in the contract documents. However, no such approval shall in any manner absolve the CONTRACTOR of his full responsibility under the contract to perform within the lump-sum price of services specified in the Price-Schedule, all services and to perform and undertake the work(s) required to set up, establish and commission the Unit in accordance with the Contract and the specification, complete in all respects, whether or not any particular work or activity required is included within the Schedule of Activities and whether or not the price thereof is included in the price indicated in the Schedule of Activities and whether or not the price thereof is in conformity with the price thereof indicated in the Schedule of Activities.

23.8.6 The Schedule of Activities 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 or consequent upon a Change Order, and upon any amendment, the amended Schedule of Activities as approved by the EIL/OWNER shall thereafter constitute the Schedule of Activities as envisaged in the Contract Documents, provided that no such amendment shall by itself in any way oblige the OWNER to pay any amount in addition to Lumpsum Price of services as specified in the Price Schedule or oblige the OWNER to pay or bear any tax or duty which it would not have had to pay or bear but for such amendment.

23.9 REPORT AND RECORDS

23.9.1 The CONTRACTOR shall from time to time maintain at each job site (in addition to any records or registers required to be maintained by the CONTRACTOR under any law, rule or regulation having the force of law), such records and registers with respect to the materials and/or works as the E-I-C/OWNER shall require the CONTRACTOR to keep and/or maintain from time to time.

23.9.2 In addition to any other records or registers to be maintained by the CONTRACTOR from time to time and/or reports required to be furnished by the CONTRACTOR, the CONTRACTOR shall submit to the E-I-C and to the OWNER a Daily Progress Report of all work done and/or progress achieved by the CONTRACTOR at each job site within the preceding day.

23.9.3 The said daily Progress Report shall also contain category-wise the labour and equipment deployed in the various activities during the previous day.

23.9.4 The CONTRACTOR shall also submit to the E-I-C and OWNER at the end of each week (terminating on Sunday), a weekly Progress Report of all work done and/or progress achieved by the CONTRACTOR at each jobsite within the preceding week. The Report shall also indicate the targets and the slippage (if any) in the achievement of targets, and the cause(s) for such slippage.

23.9.5 The CONTRACTOR shall also at the end of each English Calendar month submit to the E-I-C and OWNER, a Monthly Progress Report of all work done and/or progress achieved by the CONTRACTOR at each job site within preceding month. Such Report shall also indicate the slippages of any achievement in the targets upto the previous month and the steps being taken and to be taken to catch up and the catch up plan of the CONTRACTOR relative thereto. The said Report shall also indicate in a separate statement, the equipment(s) received at the job site during the previous month, the date of receipt of each equipment at site and whether the equipments have been erected or deployed or not.

23.9.6 The failure by the CONTRACTOR to submit the reports as specified in Clause 23.9.2, 29.9.3, 23.9.4 and/or 23.9.5 shall disentitled the CONTRACTOR from submitting any R.A. Bill or other Bill or Invoice for material or equipment or for work done until the CONTRACTOR shall have duly made up any shortfall in the compliance(s).

23.9.7 The receipt and/or acceptance of any such report by the E-I-C and/or the OWNER shall be without prejudice to the full rights and remedies of OWNER and obligations/liabilities of CONTRACTOR under the Contract, and shall not in any way operate as an estopped against OWNER by reason only of the fact that no notice or objection was taken of any information contained in any such report; nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement, and it being uncontroverted by the OWNER or the E-I-C.

23.10 QUALITY ASSURANCE/QUALITY CONTROL PROGRAMME

23.10.1 The CONTRACTOR shall establish, document and maintain an effective Quality Assurance Programme conforming to ISO 9001. Within **28 (Twenty Eight) days** of the issue of the LOA, a detailed Quality Assurance Programme conforming to the said specifications to be followed for the execution of the contract shall be submitted by the CONTRACTOR to the E-I-C for approval.

23.10.2 The Quality Assurance Programme, plans and procedures shall be furnished in the form of a Quality Assurance “QA” manual. This document should cover details of the personnel responsible for the quality assurance plan or procedures to be followed for quality control in respect of design, engineering, procurement, supply, work(s), fabrication, installation, testing and commissioning. The quality assurance system should indicate organisational approach for Quality Control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

23.10.3 The E-I-C shall review the Quality Assurance Programme within **3 (three) weeks** of receipt.

23.10.4 The CONTRACTOR shall within the Scope of Supply, arrange for and carry out inspection activities in respect of imported equipment/ materials through an approved Third Party Inspection Agency (“TPIA”) . Third party inspection shall be carried out by TPIA office of the country (ies) from where materials are being procured/ sourced. The TPIA shall within its scope of work, examine the existence, correctness and completeness of all test and other certificates and Reports required to be furnished under the approved Quality Assurance Procedure (QAP), the applicable codes and specifications and the contract documents.

23.10.5 Subject to provisions of Clause **29.18** hereof, payments to be made to the TPIA shall be the responsibility of the CONTRACTOR ,. The responsibility for ensuring inspection/ testing as per specifications, approved documents and agreed QAP and plans shall be that of the CONTRACTOR. Inspection activities of the TPIA shall be coordinated by the Inspection Coordinator of the CONTRACTOR.

23.10.6 The CONTRACTOR shall ensure the following to maintain utmost quality in supply of equipment/materials:

a) No supply will be accepted unless drawings (wherever required) are approved under Code-1.

b) The TPIA shall carry out inspection based on Code-1 approved drawings and approved QAP.

c) The Inspection Release Note (“IRN”) issued by the TPIA shall clearly stipulate that materials/ equipment(s) has/have been inspected as per Code-1 approved drawings and approved QAP, and that the Certificate and Reports referred to in Clause **23.10.4** which have been examined by the TPIA are correct and complete and have been signed by the Inspection Agency in token thereof. Payment shall be released only after receipt of the said IRN from the TPIA.

d) No clearance shall be given to the CONTRACTOR for erection works or for installation of the equipment without receipt of the Inspection Release Note as indicated in para (c) above.

e) Pre-commissioning and commissioning of the plant and equipment and of the UNIT shall be

undertaken only after complete satisfaction/ verification of supplies as per final approved drawings (Code-1) and QAP (Code-1).

23.10.7 The CONTRACTOR has to ensure the deployment of Quality Assurance and Quality Control("QA/QC") Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case the E-I-C feels that QA/QC Engineer(s) of the CONTRACTOR or any of them are incompetent or that the designated Engineer(s) are insufficient, the CONTRACTOR shall deploy other experienced Engineer(s) to the satisfaction of E-I-C.

23.10.8 If the CONTRACTOR fails to comply with the requirements of the QAP and the above provisions or to follow the instructions of E-I-C under Clause. **23.10.7**, the next payment due to him shall not be certified, or if already certified, shall not be released unless the CONTRACTOR complies therewith to the satisfaction of E-I-C.

23.10.9 If TPI is specifically excluded from the CONTRACTOR"s responsibility under the Contract, the inspection shall be carried out by the EIC or by any other Inspection Agency nominated by the E-I-C/OWNER, and Clause. **23.10.4**, **23.10.5**, **23.10.7** and **23.10.8** shall stand accordingly modified.

23.10.10 Detailed documents related to Inspection Philosophy for the subject Contract has been covered elsewhere in bidding document.

24.0 EXECUTION OF THE WORK

Provision of Clause No. **46** of GCC stands modified to the following extent:

24.1 The CONTRACTOR shall provide sufficient labour, staff (qualified and unqualified), machinery, tools and equipment, material and things whatsoever necessary for the proper performance of the work and to ensure the rate of progress as envisaged in the Progress Schedule.

24.2 If in the opinion of the E-I-C (the opinion of either of whom in this behalf shall be final), the work(s)/operation(s) at any job site or as a whole is/are not meeting the progress necessary to achieve the relative date of completion in the Progress Schedule, the E-I-C may instruct the CONTRACTOR to employ/provide additional labour, staff, machinery, tools, equipment or material necessary to achieve the required progress and the CONTRACTOR shall forthwith comply with such instruction(s).

24.3 Should the CONTRACTOR fail to comply with such instruction(s) or fail to comply therewith to the satisfaction of the E-I-C (whose opinion in this behalf shall be final and binding upon the CONTRACTOR), the E-I-C may, at his discretion, at the risk and cost of CONTRACTOR, and after consulting the CONTRACTOR, appoint, procure or provide the material(s) and/or the additional labour/personnel and or equipment as the E-I-C (whose decision in this behalf shall be final and binding upon the CONTRACTOR) considers necessary to achieve the necessary progress in relation to any particular work/operation or the work as a whole, or may appoint subcontractor(s) for the performance of any particular work or operation and/or for the supply of any requisite material. In so doing, the E-I-C shall be deemed to be acting for and on behalf of and as agent of the CONTRACTOR and any such appointment(s), procurement or provision shall be deemed to have been made by the CONTRACTOR and shall be paid for by the CONTRACTOR and/or out of any monies payable to the CONTRACTOR. The OWNER shall also be entitled in this event to **10% (Ten Percent)** as supervision charges on the total cost of such appointment(s), procurement(s) and/or provision(s), and the OWNER shall be entitled (without prejudice to any other mode of recovery) to deduct the same from the running account/final bills of the CONTRACTOR or any amount howsoever becoming payable to the CONTRACTOR from time to time and the decision of the E-I-C as to the cost incurred in this behalf shall be final and binding upon the CONTRACTOR.

Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within **15** days of making demand for payment failing which the Contractor shall be liable to pay interest at **SBI base rate (on date of enquiry issuance) +1%** on such amounts till the date of payment.

24.4 Should the E-I-C at any stage (notwithstanding that the time for completion of the relative work or item of work as specified in the Progress Schedule has not expired) be of the opinion (the opinion of the E-I-C in this behalf being final) that the performance of any work or item of work by the CONTRACTOR is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance or in the adherence to specifications, or in the omission, neglect or failure to do, perform, complete or finish any works or item, or for any other cause whatsoever),

the E-I-C shall be entitled (without prejudice to any other rights of the OWNER and/or obligations of the CONTRACTOR under the Contract) at his discretion and after consulting the CONTRACTOR at the risk and cost of the CONTRACTOR either to appoint, procure and/or provide such labour, staff, machinery, tools, materials etc. as the E-I-C (whose decision shall be final and binding upon the CONTRACTOR) considers necessary to achieve satisfaction in relation to the particular work, operation or item or work, or the work as a whole, as the case may be, or to appoint one or more subcontractors for the satisfactory performance thereof or any part thereof, or to undertake the performance thereof or any part thereof departmentally, and the provisions of clause **24.3** hereof shall mutates mutandis apply to any action taken by the E-I-C pursuant to this clause in the same manner as applicable to an action taken under the said clause.

24.5 After and so far as the performance of any work or supply of any materials under Clause **24.3** or under Clause **24.4** shall involve payment of any advance(s) or down payment(s) or any other payment in advance of the payments for relative works or supplies to the CONTRACTOR, such payment(s) shall be funded out of the amounts payable or becoming payable on the R.A. Bills or other Bills of the CONTRACTOR and/or out of any Bank Guarantees to secure advance(s) or otherwise held by the OWNER pursuant to this contract.

24.6 Any action, taken by the E-I-C under clause 24.3 and/or 24.4 shall be without prejudice to the full liability of the CONTRACTOR under the Contract including but not limited to the OWNER'S full rights under clauses 23.7 and associated clauses thereunder, and under clauses 40.7 and 40.8 hereof.

24.7 During the progress of the works, the CONTRACTOR shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site, any wreckage, rubbish or temporary works no longer required.

24.8 The Contractor acknowledges that prior to the execution of this Contract, the Contractor has, after a complete and careful examination, made an independent evaluation of the scope of the Project, Specifications, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the OWNER or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Owner makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the OWNER in this regard.

24.8.1 The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause **24.8** above and hereby acknowledges and agrees that the OWNER shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or scheduled completion date.

24.8.2 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause **24.8** above shall not vitiate this Contract or render it voidable.

24.9 **Refer Technical Section of Bidding Document for** Project Execution Plan for the EPCC Package.

25.0 **SUB-CONTRACTS**

25.1 The CONTRACTOR shall not assign, sub-contract or subject the whole or any part of the work in any manner to any third party lien, right or interest, provided that the CONTRACTOR may, with the prior written approval of E-I-C and subject to the **terms and conditions of Clause 67 and** other provisions in this behalf, sub contract any particular work or part of the work to a subcontractor approved by the Engineer-in-Charge.

25.2 Each Sub-Contractor shall be covered by the contract on the same basis as the CONTRACTOR, provided, however, that notwithstanding approval of the Sub-Contract as aforesaid and notwithstanding that the OWNER/E-I-C shall have received a copy of the Contract between CONTRACTOR and Sub-Contractor, the CONTRACTOR shall be and shall remain exclusively responsible to the OWNER, for which purposes the Sub-Contractor shall, vis-a-vis EIL/OWNER, be deemed to be the servant/agent of CONTRACTOR employed for the performance of the

particular work with full responsibility on CONTRACTOR for all acts, omissions and defaults of the Sub-Contractor and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

25.3 Subject as herein above in this behalf specifically permitted and provided **under Clause 67**, the CONTRACTOR shall not sub-contract or sub-let or assign any work under the Contract, and any sub-contract or sub-let in breach hereof shall be deemed to be an assignment of the Contract or part or portion thereof sub-contracted, as the case may be and shall be considered as Contractor's default under this Contract and shall entitle the OWNER to terminate the Contractor in accordance with Clause 40.0.

25.4 If any sub-contractor engaged upon the work at the site executes any work which in the opinion of the E-I-C is not of the requisite standard (the opinion of the E-I-C being final in this behalf), the E-I-C may after consulting the CONTRACTOR, by written notice to the CONTRACTOR require the CONTRACTOR to terminate such sub-contract, and the CONTRACTOR shall upon the receipt of such notice, terminate such sub-contract at the risks and cost of the CONTRACTOR, and shall keep OWNER and its employees, directors, representatives indemnified against the consequences.

25.5 Notwithstanding such sub-contract being approved by E-I-C as herein envisaged, the CONTRACTOR shall, at the commencement of every month, furnish the E-I-C with a list of all sub-contractors engaged and working at the site during the previous month, with particulars of the general nature of the works performed by them.

26.0 SUB-CONTRACTOR FOR CONSTRUCTION WORKS

Clause No. **35** of GCC stands modified to the following extent:

26.1 Following the issue of the LOA, the CONTRACTOR will submit to the OWNER and E-I-C for approval the details of sub-Contractors for construction in the Format prescribed by the OWNER for the purpose. The CONTRACTOR shall ensure that only competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.

26.2 Unless, stated otherwise the list of construction sub-contractors proposed by the Bidders in the Bid shall be considered as indicative only.

26.3 Subject to the provisions of IFB/NIT/LIB, A minimum of the following construction activities shall be performed by the CONTRACTOR directly and shall not be sub-contracted:

(i) Total Project Management
(ii) Planning, Scheduling, Monitoring
(iii) Procurement(except procurement of items as per list enclosed elsewhere in bidding document)
(iv) Quality Assurance including HSE
(v) Construction Management
(vi) Mechanical Completion, Pre-commissioning, Start up and Commissioning
(vii) Residual Process Engineering, Detailed Engineering
(viii) The construction activities which is mandated to be performed by Contractor directly in Technical Section of Bidding document shall not be subcontracted

26.4 Additionally, the CONTRACTOR must deploy its own manpower for planning, supervision and quality of works at site including Project Manager(s), Quality Control Engineer(s) for various disciplines, Planning Engineer(s) and front line supervisors for Civil, Electrical, Mechanical, Piping and Instrumentation jobs. Sub-contracting of these activities shall not be permitted under any circumstances.

27.0 ENGINEERING SUB-CONTRACTOR

27.1 Subject to the provisions of IFB/NIT, the CONTRACTOR executing residual process design and detailed engineering shall follow inter alia the methodology mentioned below:

27.1.1 Residual Process Design and detailed Engineering shall be done by the CONTRACTOR and approved by the E-I-C/OWNER. No subcontracting shall be permitted.

27.1.2 The Residual Process Design and detailed Engineering shall be carried out at the Principal Design Office of the CONTRACTOR with adequate strength of technical personnel and support design aids.

27.1.3 The CONTRACTOR shall use only E3D version 3.1.7 for 3D modelling as per technical doc B895-0PP-16-43-SP-0001, clause 2.0- Software.

27.1.4 After start of construction work, the CONTRACTOR shall position at work site a field engineering team essentially consisting of General Civil, Piping and Structures initially and followed by Electrical and Instrumentation who have been involved in carrying out the design at the design centre in order to closely co- ordinate with site construction group to resolve any issues related to design/construction and provide additional drawings/documents as required. Other specialists as required shall also be deployed. The field engineering team shall be equipped with all their design aids (both hardware and software) and with effective communication network facilities with their Principal Design Office.

28.0 MISCONDUCT

28.1 If and whenever any of the CONTRACTOR's or Sub-contractor's agents, sub-agents, assigns, consultants or employees shall in the opinion of the E-I-C (whose opinion in this behalf shall be final), be guilty of misconduct or be incompetent or indifferently qualified or negligent in the performance of his/their duties, or if in the opinion of the E-I-C (which shall be final), it is undesirable for any reason (which need not be disclosed to the CONTRACTOR) for such person(s) to be employed in the works, the CONTRACTOR, if so directed by the E-I-C, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the works except with the prior permission in writing of the E-I-C. Should the CONTRACTOR be requested to repatriate any person removed from the works, the CONTRACTOR shall do so forthwith at his own cost. Any person(s) so removed from the works shall be immediately replaced at the expense of CONTRACTOR by a qualified and competent substitute.

28.2 The CONTRACTOR shall keep the EIL/OWNER, including their employees, directors, representatives, indemnified from and against all personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act or omission on part the of any sub-contractor or agent, sub-agent, consultant or employee of the CONTRACTOR or any Sub-contractor, whether committed, omitted or arising within or without the scope of the contract, sub-contract, agency or employment, as the case may be.

28.3 The Contractor shall ensure that the personnel engaged by them or by their Subcontractors for performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Applicable Laws and Good Industry Practice.

29.0 INSPECTION AND TESTING OF MATERIALS

29.1 All materials to be supplied by the CONTRACTOR within the scope of supply shall each be individually inspected, tested and analysed in terms of the specifications, applicable codes and the relevant practices specified therein or elsewhere in the contract document by expression or implication.

29.2 Inspection, tests and analysis shall be carried out in so far as possible, at the place of manufacture, production or fabrication of the materials, at the cost of the CONTRACTOR/manufacturer.

29.3 In each and every instance, the CONTRACTOR shall give the EIL/OWNER, adequate advance **(minimum 15(fifteen) days)** notification of the schedule of inspection or test so that the OWNER/its representative may witness the same. The CONTRACTOR shall afford the EIL/OWNER/its authorised representatives, access to any and all parts of manufacturer"s facilities or other places where manufacture, production or fabrication is being done, of any material intended for supply within the scope of supply.

29.4 OWNER shall be entitled at all times whether prior to despatch of stores, by itself and/or through inspectors appointed by the OWNER to inspect, test and/or analyse and/or to direct the manufacturers to inspect, test and/or analyse, any materials used or proposed to be used in the manufacture, production or fabrication of any material to be supplied by the CONTRACTOR within the scope of supply. The said inspection, test and analysis as far as required, shall be conducted in the presence of the inspector. The manufacturer shall ensure that the inspecting

personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their functions. The said inspection, test and analysis shall be so conducted as not to interfere with the manufacturer"s normal production.

29.5 The OWNER shall be entitled at any time at the risk of the CONTRACTOR to inspect and/or test by itself or through any independent person(s) or agency(ies) appointed by the OWNER any materials, items and components whatsoever supplied or proposed to be supplied for incorporation in the works.

29.6 Further, the OWNER may, if so considers necessary for reasons to be recorded in writing, direct the CONTRACTOR to conduct such inspection or tests in addition to the inspection/tests specified in the Contract or the applicable codes, standards and/or practices. The inspection (subject to provisions of Clause No. 29.18 hereof)and/or tests, if conducted by the CONTRACTOR, shall be conducted at the expense of CONTRACTOR and may be directed by the EIL/OWNER to be conducted by agency(ies) nominated by the OWNER. Such tests may include destructive and/or non-destructive tests by ultrasonic, electromagnetic, radiological, visual and other means.

29.7 Where the manufacture or fabrication of any materials intended for incorporation in the works is being done by any person(s) other than the CONTRACTOR, and/or in the premises/workshop of any person other than the CONTRACTOR, the CONTRACTOR shall procure and arrange for the inspection (subject to provisions of Clause No. 29.18 hereof) or testing and/or analysis thereof by such other person(s) and shall provide EIL/OWNER and/or its authorised representative(s) every facility and assistance necessary for the inspection and/or testing thereof.

29.8 The CONTRACTOR shall also, on receipt of intimation or any communication of any inspection or tests by the OWNER or any agencies nominated by the OWNER in this behalf, present himself or his authorised representative(s) at the place of inspection and/or testing to receive any orders or instructions consequent thereto, as shall be necessary.

29.9 The CONTRACTOR shall furnish to the OWNER and/or agency specified by the OWNER for the purpose of inspection or approval when requested, or as required by the inspection or other contract documents, adequate samples of all materials and finishes intended for incorporation in the works. Such samples shall be submitted before the work is commenced, permitting sufficient time for tests/examination(s) thereof by the OWNER. All materials furnished and finishes incorporated in the work shall conform to the approved sample(s) in all respects.

29.10 The CONTRACTOR/manufacturers including their authorised Sub- contractors/ Suppliers shall make available to the EIL/OWNER and any other individual/agency authorised by the OWNER, for the purpose of inspection, all its records and results in respect of inspection, test and analysis conducted by it as part of their manufacturing and testing operations under the applicable codes and practices.

29.11 Should the manufacturers fail to comply with any of the provisions aforesaid relating to inspection, testing and/or analysis, the OWNER shall be entitled by itself and/or through inspector to conduct the inspection, test and/or analysis at the risk and expense of the manufacturer/CONTRACTOR in all respects.

29.12 No rejected material, component or sub-assembly shall be used or reused for manufacture, production or fabrication of any material(s) intended for permanent incorporation in the works.

29.13 Unless otherwise specifically authorised by the OWNER in writing, the supplier shall not ship or dispatch for shipment, within the scope of supply, any store(s) which have not been priorly inspected, tested and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the inspectors.

29.14 If the rejection rates at the OWNER’s inspection for defects exceeds 5% (Five percent), the OWNER shall be entitled to halt production until the cause thereof is rectified, without any liability to the OWNER and without in any manner relieving the CONTRACTOR of its full liabilities under the Contract.

29.15 The E-I-C shall be entitled for reasons to be recorded in writing to reject at any time even after delivery to the job site any defective materials (including specially manufactured or fabricated items and components) supplied by the CONTRACTOR for incorporation in the works, notwithstanding previous inspection and/or testing thereof by or on behalf of the OWNER without rejection or previous approval thereof by or on behalf of the OWNER and upon such rejection the CONTRACTOR shall either perform such work or improvement thereon or in respect thereof as

shall be necessary to bring the material, item or component to the requisite standard, or shall if so required by the E-I-C(whose decision in his behalf shall be final), remove the rejected material/item/component from the job site within the time specified by the E-I-Cand replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material (s)/item(s)/component(s) approved by the E-I-C.

29.16 Should the CONTRACTOR commit a breach of its obligations under Clauses **29.12, 29.13** or **29.15** hereof, the CONTRACTOR shall be deemed to be in breach of contract within the provisions of Clause **40.1** hereof with regard to termination of Contract, and the provisions of the said Clause and associated provisions thereunder shall apply to such breach.

29.17 Notwithstanding anything provided in the foregoing clauses hereof and notwithstanding that the OWNER and/or its representative or any agency appointed by the OWNER has inspected, tested and/or approved any raw material intended to be incorporated in any material(s) to be supplied pursuant to the Scope of Supply and/or has inspected, tested and/or approved any such material(s), the CONTRACTOR shall be and remain fully responsible under the Contract for and in relation to specification fulfillments and performance guarantees. The said inspection, tests and related procedures are intended only for the EIL/OWNER's satisfaction that prima facie the raw material and/or material(s), as the case may be, intended for incorporation and/or supply under the Contract, are in order.

29.18 **Notwithstanding anything mentioned in the SCC, Inspection of item(s)/equipment(s) shall be as per Inspection Methodology provided in the Technical Section of the bidding document. Wherein as per the Inspection Methodology inspection is in EIL scope, the inspection charges shall be excluded from quoted Prices. Whereas, in case inspection is in scope of TPI , inspection charges shall be included in quoted prices.**

30.0 INSPECTION AND TESTING OF WORKS

Provision of Clause No. **47, 66 and 68 of GCC** w.r.t to inspection stands modified to the following extent:

30.1 The CONTRACTOR shall at all times ensure highest standards of workmanship relative to the work to the satisfaction of the E-I-C. The E-I-C shall have the power to inspect or cause to be inspected the works in all respects at any and all times up to completion of the works, as also, to test or to instruct the CONTRACTOR to test the works or any structure, material or component thereof at the risk and cost of the CONTRACTOR, either by the CONTRACTOR or by any agency(ies) nominated by the E-I-C in this behalf.

30.1.1 The CONTRACTOR shall provide all facilities, instruments, material, labour and equipment required for testing the work (including checking the setting out of the works) and shall afford the E-I-C all assistance necessary to conduct or have conducted the inspection and tests.

30.1.2 The CONTRACTOR shall also provide and keep at all times during the progress of the work and maintenance period, proper means of access to the works and every part thereof by means of ladders, gangways etc. and the necessary attendants to move and set up the same as directed by the E-I-C for inspection or measurement of the works.

30.2 On no account shall the CONTRACTOR proceed with cover up or otherwise place beyond reach of inspection, test or measurement any work before necessary inspection entries are filled in the Site Inspection Register by the E-I-C or his authorised representative unless OWNER has been permitted sufficient time for test/examination(s) in accordance with foregoing provisions hereof. Should the CONTRACTOR do so, the same shall be uncovered at CONTRACTOR'S risk and expense for carrying out of the inspection, test and/or measurement.

30.3 Should the CONTRACTOR fail to comply with any provisions foregoing relative to inspection and/or testing of the works, the E-I-C shall in his absolute discretion be entitled to remove, dismantle and/or uncover, as the case may be, at the risk and cost of the CONTRACTOR, such cover-up thereof installed, erected or put up by the CONTRACTOR and to conduct or have conducted the test(s) and/or examination at the risk and cost of the CONTRACTOR. In such event the CONTRACTOR shall also bear the risk and cost of the replacement, reinstallation or re-erection of the concerned work(s) or part thereof, as case may be.

30.4 Notwithstanding anything provided in the foregoing clauses hereof, the CONTRACTOR shall be and remain liable at his own cost and initiative to conduct all tests at all relevant times during performance, erection and installation of any work(s), as shall be required in terms of the contract documents or the codes, standards or practices referred to therein, or as reasonably required by

the E-I-C, such tests to be conducted through agency(ies) or Laboratory(ies) specified or approved by the E-I-C in this behalf.

30.5 Should the E-I-C on inspection or test be not satisfied with the quality or workmanship of any work(s), or any part thereof (the decision of the E-I-C being final in this behalf), the CONTRACTOR shall re- perform, replace, re-install and/or re- erect, as the case may be, such work(s) or part as the case may be and no such rejected work(s) or part shall be used or reused with reference to the works except with the prior permission of the E-I-C and the provisions of Clause **30.7** hereof shall apply to default by the CONTRACTOR of the provisions of this clause.

30.6 Notwithstanding anything provided on foregoing clauses hereof and notwithstanding that the E-I-C and/or his representative has inspected, tested and/or approved any particular work(s) or structure or part thereof, such inspection, test or approval shall not absolve CONTRACTOR of his full responsibility under the contract inclusive of and relative to specification fulfillments and performance guarantees. The said inspection and test procedure is intended basically to satisfy EIL/OWNER that prima facie the work(s) done and/or structure or system installed is/are in order.

30.7 Should the CONTRACTOR fail to re-perform, replace, reinstall and/or re- erect, as the case may be, any work(s) or structure, or part thereof rejected or found defective in terms of clause **30.5** hereof within such period as the OWNER or E-I-C may specify by written notice to the CONTRACTOR in this behalf, without prejudice to the rights of the E-I-C under Clause **24.3** and Clause **24.4** thereof, the CONTRACTOR shall be deemed to be in breach of contract within the provisions of clause **40.1** hereof with regard to termination of Contract and the provision of the said clause and associated provisions thereunder shall apply to such breach, and the OWNER shall be entitled (without prejudice to any other right or remedy available to the OWNER) upon expiry of the period specified in said notice, to demolish and/or remove the rejected/defective work(s) and/or structure, or part thereof and to re-perform, replace, re-install and/or re-erect, as the case may be, the same by itself or through other agency or CONTRACTOR at the risks and cost of the CONTRACTOR in all respects, and to recover the costs incurred by the OWNER in this behalf together with a supervision charge of **10%** (**Ten percent**) thereon admissible to the OWNER, and the OWNER shall be entitled (without prejudice to any other mode of recovery) to deduct the same from the R.A./ Final Bill(s) of the CONTRACTOR or any monies becoming due to the CONTRACTOR from time to time and the decision of the E-I-C as to the cost incurred by the OWNER as aforesaid shall be final and binding upon the CONTRACTOR.

31.0 **TESTS, COMMISSIONING AND POSSESSION OF WORKS**

31.1 As soon as the works at any Site have been completed in all respects to the satisfaction of the E-I-C, and prior to the start-up of the UNIT, Final Tests of the different equipments, sub-systems, and systems comprised in the works/UNIT shall be undertaken by the CONTRACTOR at the risks and costs of the CONTRACTOR in the presence of the E-I-C/OWNER or his authorised representative. The EIL/OWNER may at its discretion permit Final Tests, piece-meal in respect of particular part(s) or section(s) or group(s) of the works.

31.1.1 As soon as all the Final Tests have been completed in all respects to the satisfaction of the E-I-C, pre-commissioning & start up of the complete system, plant(s), equipment(s), vessels and machinery, and associated systems or the UNIT, as the case may be shall be undertaken by the CONTRACTOR at the risk and cost of the CONTRACTOR under the overall supervision of the E-I-C or his authorised representative and/or of the Process Licensor.

31.2 Upon satisfactory completion of the Final Tests in respect of all plant, machinery, equipment, sub-systems and systems constituting the works/UNIT and Mechanical Completion of the UNIT to the satisfaction of the EIL/OWNER, the E-I-C shall prepare a Final Test Certificate or Mechanical Completion Certificate which shall certify the date on which Final Tests in respect of various plant, machines, equipment, sub-systems and systems have been successfully completed and the date of Mechanical Completion of the UNIT.

31.3 Following Mechanical Completion of the UNIT to the satisfaction of the OWNER the CONTRACTOR shall, as soon as feasible, commission the UNIT insofar as the Scope of Contract comprises of a UNIT, in accordance with the contractual requirements.

31.4 Once the UNIT has been successfully commissioned to the satisfaction of OWNER, E-I-C shall issue a Commissioning Certificate to CONTRACTOR which will set out the date of successful commissioning of the UNIT solely in order to facilitate the CONTRACTOR to claim the milestone payment against Commissioning and to fix the Defect Liability Period. The issue of the Commissioning Certificate to CONTRACTOR shall not, however relieve the CONTRACTOR of any obligations, which CONTRACTOR has to perform until issue of the Commissioning and

Performance Test Certificate as per the Contract. Subsequent to successful commissioning of the UNIT, and after the operation of the UNIT has been stabilized, the CONTRACTOR shall undertake Performance Tests for the UNIT to establish that the UNIT performs according to the contractual requirements. Such Performance Tests will be undertaken by the CONTRACTOR at the risks and costs of the CONTRACTOR under the overall supervision of the E-I-C/OWNER or his authorized representative and/or of the Process Licensor.

31.5 On successful completion of the Performance Tests to the satisfaction of the OWNER, the E-I-C shall issue a Commissioning and Performance Test Certificate to the CONTRACTOR, which will set out the date of successful commissioning of the UNIT and the date of successful completion of the Performance Tests of the UNIT.

31.5.1 On completion of all jobs in all respects to the satisfaction of the OWNER, the E-I-C shall issue a Completion Certificate to the CONTRACTOR, which will set out the date of successful Completion of the Scope of Work under the Contract.

31.6 If within the scope of work, the Contractor is required to load the Catalyst into the UNIT, such loading shall include within its scope the handling and removal of the catalyst from the OWNER's godown or warehouse, located within the Kochi Refinery and Project premises, where the Catalyst is stored, its transportation to the job site, opening of packing or containers in which the catalyst is loaded, loading of the catalyst in accordance with the specifications and/or instructions of the Licensor and/or the E-I-C, and return of empties to the OWNER's designated warehouse. Loading of the catalyst shall be part of Mechanical Completion of unit.

31.7 As and from the date of issue of Performance Test Certificate, the OWNER shall be deemed to have taken over the work(s) as mentioned in the Performance Test Certificate but without prejudice to CONTRACTOR's liability under clause **32.4** hereof. In respect of works where Commissioning is in the CONTRACTOR's scope and Performance Test is not in the CONTRACTOR's scope, the OWNER shall be deemed to have taken over the works as and from the date of successful commissioning of the works and stated in the Commissioning Certificate, but without prejudice to the CONTRACTOR's liability under Clause **32.4** hereof. In respect of works which are not required to be commissioned by the CONTRACTOR, the OWNER shall be deemed to have taken over the works as and from the date of successful completion of the final tests and stated in the Final Test Certificate, but without prejudice to the CONTRACTOR's liability under Clause **32.4** hereof.

31.8 If during Final Tests and/or pre-commissioning, startup, commissioning and/or Performance Tests or at any time prior thereto, any defect(s) in the design or in any work performed or structure erected or component installed or in any installation or erection(s) or material(s) incorporated in the works is/are noticed, the CONTRACTOR shall forthwith within the scope of the work remove and/or demolish the same and re-perform, replace, re-install and re-erect the same and otherwise do and provide whatever is necessary to be done to correct, repair and/or rectify the defect(s) to the satisfaction of the E-I-C, and if the defect(s) be discovered during Final Tests or commissioning or Performance Tests, the CONTRACTOR shall thereafter repeat the Final Tests or commissioning or Performance Tests or such of them as may be required to be repeated, and so on until successful conclusion of Final Tests, commissioning of the total system without defect, and/or successful completion of the Performance Tests. Any and all lubricants, consumables and spares required for commissioning the UNIT and to undertake the Performance Tests shall be provided by the CONTRACTOR within the scope of supply.

31.9 Should the CONTRACTOR fail to correct, repair or rectify any defects as aforesaid, the provision of Clause **30.7** hereof shall mutatis mutandis apply as for defects under Clause **30.5**.

31.10 Notwithstanding anything provided in Clause **31.7**, **31.8** and **31.9** hereof, the OWNER shall be entitled without prejudice to any other rights of the OWNER or liabilities of the CONTRACTOR under the foregoing provisions hereof or otherwise under the Contract, including the rights of the OWNER under clause **23.7** hereof and associated clause thereunder and clause **40.1** hereof and associated clauses thereunder:

i If by reason of any default on the part of the CONTRACTOR a Commissioning Certificate and/or Performance Test Certificate has not been issued in respect of the entire works within **4 (Four) weeks** after the date fixed for completion of the entire works in the Progress Schedule(s), to take over and use any portion of works in respect of which Commissioning Certificate and/or Performance Test Certificate has not been issued, with or without affording the CONTRACTOR further opportunity for completing the work for issue of the Commissioning Certificate and/or Performance Test Certificate.

ii At any time during the progress of the works, notwithstanding that time for the completion of the entire works or concerned part, portion or section thereof according to the Progress Schedule(s) shall not have expired, to take over and/or use for any purpose the incomplete or partially completed works/UNIT or any part or portion or section thereof, as the case may be , and give the CONTRACTOR an opportunity for completing the work or relative part or portion or section thereof, as the case maybe, within the time for completion permitted there for under the Progress Schedule and if in the opinion of the CONTRACTOR, such taking over and/or use shall require an extension of time for completion, the provision of Clause **23.6.6** hereof and associated clauses thereunder relating to extension of time shall apply.

Provided always that takeover, possession or use of the works/UNIT or any part or portion or section thereof by the OWNER within the provisions of item (i) and/or item (ii) above shall not be deemed to be an acceptance of work or relative part or portion or section thereof by the OWNER or relieve the CONTRACTOR of his full obligations in respect thereof under the Contract.

31.11 The successful commissioning shall be deemed completed once the Contractor complies with cl. no. 11 of Technical .document B895-79-41-PCS-PP.

32.0 COMPLETION CERTIFICATE

Provision of Clause No. **83, 84 and 85** of **GCC** stands modified to the following extent:

32.1 After the final tests have been successfully completed in respect of all the works envisaged in the contract, or after the UNIT has been Mechanically completed, as the case may be, the CONTRACTOR shall clear the job site of all scaffolding, wiring, pipes, surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove all CONTRACTOR's site offices and quarters and other temporary works, structure and constructions and other items and things whatsoever brought up on or erected at the job site or on any land allotted to the CONTRACTOR by the OWNER and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to the CONTRACTOR and shall clear, level and dress the job site and said land to the satisfaction of the E-I-C and shall put the OWNER in undisputed custody and possession of the job site and all land allotted by the OWNER to the CONTRACTOR and unless the CONTRACTOR shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

32.2 Upon the satisfactory fulfilment by the CONTRACTOR of the provisions of Clause **32.1** hereof, the CONTRACTOR shall be entitled to apply to the E-I-C, for a Completion Certificate in respect of the entire work or work at any job site, as the case may be, upon submission of the following documents:

I. The Technical Documents according to which the work was carried out.

II. Complete set of working drawings showing therein corrections and modifications (if any) made during the course of execution of the works, signed by the E-I-C.

III. Statement of final levels asset for various works, signed by the E-I-C.

IV. Final Test Certificate issued by the E-I-C (if commissioning is not within the CONTRACTOR's scope of the work with respect to which the Final Test Certificate has been issued) and Commissioning Certificate (if Performance Tests are not within the CONTRACTOR's scope of work) and a Commissioning Certificate and a Performance Test Certificate (if Performance Tests are within the CONTRACTOR's scope of work) issued by the E-I-C/OWNER.

V. Confirmation of E-I-C of satisfactory fulfilment of the provisions of the Clause **32.1** hereof.

VI. Item-wise list of surplus materials including the quantity & estimated value of each surplus item (out of the materials issued by the OWNER or brought at site by the CONTRACTOR) returned to the OWNER's Store or otherwise disposed of, duly signed by the Engineer-in-Charge.

VII. Materials-at-site accounting for OWNER- supplied materials, signed by the E-I-C.

VIII. Discharge in respect of OWNER-supplied equipment and machinery, signed by the E-I-C, and

IX. Declaration by the CONTRACTOR that he has duly cleared any and all of the dues payable by him to his Labour/Piece rate workers (PRWs), Sub-Contractors, Suppliers,

Vendors, Income Tax, GST and Customs, Provident fund, ESI and royalties, if any , as applicable to the Scope of Work under the Contract."

X. Proof of payment in full of the cess payable under the Building and other Construction Workers' Welfare Cess Act, 1996.

32.3 If the E-I-C is satisfied of the completeness in all respects of all documents specified in Clause **32.2** and of proper reconciliation and accounting of all materials the E-I-C shall, within **1 (One) month** of receipt of the application for the Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied. If the CONTRACTOR cannot produce to the satisfaction of the E-I-C, the statement of reconciliation or other explanation of issues, utilisation and balance of materials, the E-I-C shall (after taking into account irrecoverable losses, if any, determined to be reasonable by E-I-C) debit the CONTRACTOR the reasonable cost of such material plus **10%(Ten percent)** thereof under the provision of Sl No. (ix) of clause 14.1 hereof and issue the Completion Certificate subject thereto. The decision of the E-I-C as to the acceptability of the material reconciliation furnished by the CONTRACTOR and as to the irrecoverable losses, if any, permissible shall be final and binding upon the CONTRACTOR.

32.3.1 The issue of a Completion Certificate shall be without prejudice to the OWNER's rights and CONTRACTOR's liabilities under the Contract, including the CONTRACTOR's liability for the defect liability period under clause **33.1** hereof nor shall the issue of a Completion Certificate in respect of the works be construed as a waiver of any right or claim of the OWNER against the CONTRACTOR in respect of works or any of them.

32.4 Up to and until issue of the Completion Certificate as provided for herein above in respect of the works, the work(s) and all materials incorporated therein shall be 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.

32.5 OWNER shall arrange Insurance as per provision of clause no. **65** of SCC.

PROVIDED ALWAYS THAT:

(i) Notwithstanding anything herein provided, the CONTRACTOR shall be and remain solely and exclusively liable to repair, restore or replace, as the case may be, works (including the materials therein incorporated) damaged or destroyed as a result of any force majeure or other 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, shall not in any way absolve the CONTRACTOR from his full liability under Clause **32.4** hereof or otherwise but shall constitute merely an additional security and not a substitution of liability.

(ii) It shall be the exclusive responsibility of the CONTRACTOR to lodge and pursue any or all claims in respect of the insurance aforesaid.

32.6 APPLICATION OF PROCEEDS OF INSURANCE

(a) Proceeds of any policy(ies) of insurance received by the OWNER pursuant to Clause **14.1(vii)** or Clause **32.5** hereof shall be utilized at the sole discretion of the OWNER either for payment to the CONTRACTOR for repair, restoration or replacement, as the case may be, of the relative materials or works, or to meet the costs of repair, restoration or replacement in the event of the CONTRACTOR refusing or failing or neglecting to undertake such repair, restoration and/or replacement, as the case may be, without prejudice to any other right or remedy available to the OWNER in respect of such default, failure or neglect.

(b) If the CONTRACTOR repairs, restores or replaces, as the case may be, the lost, damaged or destroyed materials or works affected to the satisfaction of the OWNER, the CONTRACTOR shall be entitled to the disbursement by the OWNER of the full monies received by the OWNER under the relative policy(ies) of insurance with respect to such materials or works repaired, restored or replaced, as the case may be, by the CONTRACTOR.

33.0 DEFECT LIABILITY PERIOD AND LATENT DEFECTS

The Provisions under Clause 74 of GCC- PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK stands replaced by below clause:

33.1 The primary Defect Liability Period for the complete works/Unit(s) shall be 12 (twelve) months from the date of the issue of the Commissioning Certificate or 8000 hours of run whichever shall be earlier, provided that if the Unit(s) cannot be commissioned for a cause solely attributable to the OWNER within 12 (twelve) months from the Mechanical Completion, the primary Defect Liability Period shall be 18 (Eighteen) months from the date of Mechanical Completion.

Notwithstanding the expiry of the primary Defect Liability Period aforesaid, the CONTRACTOR shall be and remain liable:

(i) To correct and/or rectify or replace, as the case may be, the defective works or materials with respect to which a greater defect liability period than as stated above has been specified in any of the Contract Documents, for the entirety of the period so specified; and

(ii) To pass on to the OWNER the benefit(s) of any or all warranties or guarantees which may be available to the CONTRACTOR from its vendors in respect of materials or parts or components thereof which enure(s) for a period in excess of the primary Defect Liability Period specified above.

33.1.1 It is hereby clarified that if any defects in the Supplies supplied and the Works performed by the CONTRACTOR which is not discoverable by reasonable inspection and testing procedures, and which materially affects the operation and performance of the Project, becoming apparent only after a certain period of operation post-completion of the Project ("**Latent Defects**"), the CONTRACTOR shall warrant that the Project and each Unit shall be free from such Latent Defects for a period of [36 (thirty-six) months] from the date of issuance of the Commissioning Certificate.

33.2 The CONTRACTOR shall at its own cost and initiative, within the scope of work, correct, repair and/or rectify to the satisfaction of the OWNER/E-I-C any and all defects and/or imperfections in the design of the work and/or in the works performed and/or systems, materials (including plant, equipment and machinery) incorporated therein as shall be discovered during the said defect liability period and if it be not possible to correct, repair and/or rectify any defective works and/or system(s), incorporated therein, the CONTRACTOR shall at his own cost and initiative replace and/or re-install the defective works, system(s) and/or materials and shall, insofar as necessary for the purpose, at his own cost and initiative re-perform in whole or in part the relative and/or any associated works to the satisfaction of the OWNER/E-I-C, and shall within the scope of supply, supply any and all materials required to correct, repair and/or rectify the defect and/or imperfections and/or to replace or re-install the defective works.

33.2.1 The responsibility under Clause **33.1 (i)** hereof shall, without prejudice to the foregoing, include the responsibility on the part of the CONTRACTOR at his own cost and initiative (and without cost to the OWNER), to provide and furnish, within the scope of work, all labour, equipment, crafts and inputs, whatsoever required in and relative to the correction, repair, rectification, replacement, installation and/or re-performance of the relative work(s) and/or system(s), and to supply within the scope of supply, all materials and other items to be incorporated therein including, without prejudice to the generality of the foregoing, the supply by the CONTRACTOR of all materials.

33.3 The defect liability period for any works re-performed and/or systems, materials, components or other items supplied and incorporated therein pursuant to the obligations of the CONTRACTOR under Clause **33.1** shall be **12 (Twelve) months** from the date of correction, repair, rectification, replacement and/or re-installation thereof, as the case may be, with the intent that the provisions of Clause **33.2** hereof and associated provisions thereunder shall apply thereto in respect of all defects discovered during a period of **12 (Twelve) months** from the date of completion of the relative correction, repair, rectification, replacement and/or re- installation, as the case may be, in the same manner and to the same extent as applicable in respect of the original works. For the purpose of clarification, it is stated that such extended defect liability period shall be applicable only to the particular work, system, material, component or other item corrected, repaired rectified, replaced, re-performed or re-installed, as the case may be (example: if the shaft(s) of an equipment are replaced, the extended defect liability shall be applicable only with respect to the shaft(s), while the basic defect liability period shall be applicable to the relative equipment).

33.4 Should the CONTRACTOR fail to fulfil his obligations under Clause **33.1**, **33.2** and / or **33.3** and associated clauses thereunder, the provisions of Clause **30.7** hereof shall mutatis mutandis apply.

33.5 In fulfilment of the CONTRACTOR's obligations relative to defects, the CONTRACTOR shall so arrange the working as to cause the least inconvenience to the OWNER in operating the UNIT

and/or avoid shut-downs thereof except during the periods of planned shut-down or idleness in the course of normal operation of the system (s).

34.0 CONTRACTOR'S GUARANTEES

34.1 The guarantees herein set forth are without prejudice and in addition to any other guarantees or liabilities of the CONTRACTOR. The CONTRACTOR guarantees and undertakes that:

34.2 GENERAL

(i) The UNIT designed, supplied and installed and/or erected by the CONTRACTOR shall on operation under local conditions when operated under the specified operating conditions operate to the desired capacity to produce the desired product(s) of desired purity(ies) and quantity(ies) at desired economy(ies). Excluded from the scope of this guarantee are defects and shortcomings arising wholly out of defects in design(s) furnished by a Process Licensor other than CONTRACTOR.

(ii) The materials supplied and incorporated in the UNIT including plant and machinery and instruments shall be of good quality, fit for purpose and workmanship and shall conform in all respects to the specifications and the provisions of the Contract.

(iii) The work performed pursuant to the Contract including civil and associated work shall be of good quality, fit for purpose and workmanship and shall conform in all respect to the specifications and the provisions of the Contract.

(iv) The plant, machinery and systems incorporated in the UNIT shall be so designed and arranged that even after the expiry of the said **2 (Two) years period** from defect liability period, the spares, spare parts and/or suitable replacement parts shall be and remain available at reasonable cost to enable trouble free operation of the UNIT for its reasonable life expectancy.

34.3 ENGINEERING GUARANTEE

34.3.1 Since residual process design and detailed engineering (including Hazop & Hazans specified) is within the CONTRACTOR's scope and the work shall be executed and UNIT established based on the engineering performed, it shall be the prime responsibility of the CONTRACTOR to carry out such design and engineering in accordance with good and sound engineering practices.

34.3.2 In case any error or omission in design or engineering within the CONTRACTOR's scope i.e. the residual process design or detailed engineering (including Hazop & Hazan) requires re-engineering which results in any new requirements for equipment/materials, the same shall be supplied and re-engineering shall be carried by the CONTRACTOR within the scope of relative Work and/or supply and within the contractual period without extra cost to the OWNER or entitlement of extension of time to the CONTRACTOR.

34.3.3 The CONTRACTOR shall guarantee that the system design for the UNIT/PLANT shall meet and comply with the OWNER's requirements and :

- the equipment approved and/ or selected
- the Site Criteria
- the Engineering specifications, standards and design guides and codes the Front End Engineering Design (FEED) as mentioned in Technical section of Bidding Document .

34.3.4 The Contractor shall check and satisfy itself the Front End Engineering Data (FEED) for any discrepancy, deficiency and with regard to completeness to meet CONTRACTOR'S proposed guarantee and in case of any discrepancy, deficiency or incompleteness, Contractor shall inform the OWNER/Consultant immediately for further action.

The Contractor, if required, shall carry out corrective technical studies and engineering based on action suggested by OWNER/EIL as may be required without any extra cost to OWNER.

34.4 WORKMANSHIP GUARANTEE

34.4.1 Workmanship for manufacture and construction shall be carried out in accordance with the requirements of the Contract and the codes and standards and practices therein specified. Any defective material supplied or defective works done, shall be made good and shall, if so required by the OWNER or the E-I-C, be replaced by new materials within the relative scope of Work and/or supply without any additional cost to Owner.

34.4.2 The CONTRACTOR accepts full responsibility for the quality and correctness of all materials (including plant and equipments and all components/parts) and Works within the CONTRACTOR's scope of supply and/or scope of work including but not limited to :

a. Selection of materials;
b. Material specifications and metallurgy;
c. Work specifications;
d. Fabrication/manufacturing workmanship
e. Engagement of experienced, reliable and qualified suppliers, engineers and/or sub-Contractors.

34.5 PERFORMANCE GUARANTEE

34.5.1 The CONTRACTOR is not responsible for the process guarantees of the LICENSOR. However, within and to the extent applicable to the scope of supply & work, the CONTRACTOR shall be responsible for performance guarantees of the UNIT in terms of product quality and design and rated capacities, including turndown capacity and facilities/systems incorporated therein as well as for guaranteed consumption of power. This guarantee shall cover the guaranteed mechanical performance for each and every related equipment, their efficiencies and their performance as laid down in the Process Package including guarantee for power consumption. Equipment which does not perform to the guarantees shall, in consultation with the OWNER/E-I-C either be replaced or altered or repaired in parts or components or wholly (including dismantling, transportation, erection, hook-up, commissioning etc.) within the relative scope of supply and/or services at no extra cost to the OWNER and without entitlement of extension of time to the CONTRACTOR. Although the CONTRACTOR is not responsible for process guarantees, he shall carry all activities in collecting the required data during Performance Tests or other process guarantee runs to identify problems of non-performance, for further analysis and modifications required to meet process performance parameters. Performance guarantee document is enclosed in Technical Section of Bidding Document.

34.5.2 The CONTRACTOR shall select the equipment considering the economy of power consumption and minimum effluent or pollution discharge.

34.5.3 All instruments required to establish performance are within the CONTRACTOR's scope of contract at no extra cost to the OWNER.

34.5.4 The CONTRACTOR shall provide a list of laboratory test procedures and frequencies thereof required for validating the CONTRACTOR's Performance Guarantees.

34.5.5 Performance tests shall be performed as per Technical Section of Bidding Document.

34.5.6

(a) If on any testing, any material or equipment or the UNIT does not meet the design, rated or guaranteed performance relative thereto, the CONTRACTOR shall forthwith, within the CONTRACTOR's scope of Work and at no additional cost to the OWNER, undertake such additional tests and/or operations as are necessary to identify the cause of such failure. Such tests and/or operations shall be conducted in conjunction with the Process Licensor, if the UNIT as a whole fails to meet the Process Licensor's process guarantees.

(b) If as a result of such tests and/or operations it is determined that the design, rated and/or guaranteed outputs or capacities have not been met because of a defect in any material(s) (including plant and equipments) supplied by the CONTRACTOR, the CONTRACTOR shall forthwith in consultation with the OWNER/E-I-C take steps necessary to cause the defect to be identified and rectified, either by replacement of the defective material, plant or equipment or part there of or by repair or replacement thereof. After such repair/replacement is carried out, the guarantee performance tests shall be repeated. The costs for such repeated tests (including charges payable to the Process Licensor or any other agency) shall be borne by the CONTRACTOR. The CONTRACTOR shall forthwith establish a Time Schedule acceptable to the OWNER/E-I-C for such replacement/rectification bearing in mind the exigencies of the Project requirement. Should the CONTRACTOR fail to establish such Time Schedule, the E-I-C shall establish the Time Schedule, and the Time Schedule so established shall be binding on the CONTRACTOR.

(c) Should the CONTRACTOR thereafter fail to adhere to a Time Schedule so established for the replacement/rectification, the OWNER may (but without obligation to do so) takeover in whole or part such replacement/rectification at the risk and cost of and as agent of the CONTRACTOR. In so doing, the OWNER shall be entitled to identify and employ through

private negotiations, the quickest available resources of supply and/or Work without resorting to the tender process or any other form of competitive bidding.

34.6 COMMISSIONING

34.6.1 The CONTRACTOR shall be responsible to commission the UNIT and to prove the CONTRACTOR's performance guarantees with respect thereto. The commissioning shall, to the extent necessary, be carried out under the supervision of Licensor, E-I-C or EIL/Owner authorized representative and and with the assistance of the OWNER's personnel. The CONTRACTOR shall, within his responsibilities for and the scope of Commissioning the UNIT, train OWNER's personnel at the site of the UNIT in such number and for such period as the CONTRACTOR considers reasonably necessary for Commissioning the PLANT.

34.6.2 It is envisaged that the UNIT will be commissioned within Time period for Commissioning specified in **Annexure-I to SCC**, and the mobilisation and/or retention of the CONTRACTOR's personnel until completion of Final Testing and Commissioning shall be included within the Lumpsum Price of services. If, however, for any reason not attributable to the CONTRACTOR the Commissioning of the UNIT cannot be undertaken within **3 (three) months** of Mechanical Completion of the UNIT, the CONTRACTOR may, in consultation with the OWNER, demobilise some or all of its personnel brought to or retained at the site for the purpose of Commissioning. The CONTRACTOR shall re-mobilise the required personnel on receipt of notice for Commissioning, and the OWNER and the CONTRACTOR shall agree upon the reasonable cost to be incurred by the CONTRACTOR for re-mobilisation of such personnel, which shall be payable in addition to the price of services specified in the Contract, and this additional amount shall be included within and form part of the Final Bill of the CONTRACTOR.

34.6.3 In addition, within the CONTRACTOR's responsibilities for Commissioning and within the price of services, the CONTRACTOR shall be required to maintain watch and ward of and ensure the safety and integrity of the UNIT until successful completion of Commissioning and issue of Commissioning Certificate for the UNIT. If Commissioning of the UNIT commences later than **3 (three) months** of Mechanical Completion of the UNIT for any reason not attributable to the CONTRACTOR, the OWNER and the CONTRACTOR shall agree upon the reasonable cost incurred for maintaining watch and ward and preservation of the UNIT beyond the said **3 (three) months** period and upto commencement of Commissioning, which shall be payable to the CONTRACTOR in addition to the price of services and this additional amount shall be included within and form part of the Final Bill of the CONTRACTOR. If the Commissioning of the UNIT is delayed beyond **12 (Twelve) months** of Mechanical Completion of the UNIT, the OWNER and the CONTRACTOR shall work out the modalities for the takeover of the UNIT by the OWNER without prejudice to the CONTRACTOR's obligation for and related to and consequent to Commissioning.

34.6.4 As and when the UNIT is ready to be commissioned, the OWNER shall give the CONTRACTOR notice of not less than **10 (Ten) days** for Commissioning the UNIT.

34.6.5 *The relevant terms and conditions regarding provision of utilities, consumables, catalysts, feed, raw material etc. for pre-commissioning, commissioning and guarantee test run etc. shall be as per Technical Section of the Bidding Document.*

34.6.6 If Commissioning of the UNIT and/or the conduct of the Performance Test is delayed beyond **12 (Twelve) months** from the date of Mechanical Completion of the UNIT for reasons not attributable to the CONTRACTOR, the OWNER shall (subject to such adjustments as permissible) release to the CONTRACTOR, the undisputable balance payable on commissioning and Performance Tests against the CONTRACTOR furnishing a Bank Guarantee from a List of Bank as per **Annexure-XX to SCC** acceptable to the OWNER in a form at prescribed by the OWNER for an amount equivalent to the amount of the payment(s) to be released. The validity of such Bank Guarantee(s) shall be initially for a period of 6 (six) months and shall be extended for one further period of 6 (six) months. If the commissioning and/or Performance Test cannot be conducted within such extended period for reasons solely attributable to the OWNER, the Bank Guarantee will be substituted by Corporate Guarantee of the CONTRACTOR in a format acceptable to the OWNER. If however, the UNIT cannot be commissioned within the said period for reason(s) attributable to the CONTRACTOR or if commissioning and/or the Performance Test conducted indicates that the UNIT does not perform to the contractual specifications and requirements, then the Bank Guarantee(s) shall even after the extension aforesaid continue to be extended upto and until successful commissioning and Performance Tests of the UNIT. In either event, the OWNER will be entitled to encash the Bank Guarantee(s) if the Bank Guarantee is not extended or substituted by an acceptable Corporate Guarantee, as the case may be, at

least **14 (Fourteen) days** prior to the date of expiry of Bank Guarantee(s). CONTRACTOR to agree that all the costs for furnishing and maintaining the bank guarantee(s) and corporate guarantee, shall be solely borne and be payable by the CONTRACTOR.

34.7 GUARANTEE PERFORMANCE TESTS

34.7.1 For the purpose to demonstrate that the UNIT meets CONTRACTOR's contractual guarantees, one or more performance tests shall be carried out by the CONTRACTOR under the technical direction of the Process Licensor, the CONTRACTOR and the E-I-C and/or their designated representatives after commissioning the UNIT in accordance with the stipulated and/or agreed procedures and conditions.

34.7.2 The Performance Tests shall be carried out in accordance with a detailed technical programme to be drawn up by E-I-C and the CONTRACTOR in consultation with OWNER prior to the commencement of the performance tests.

34.7.3 Within five days after completion of a performance test, all relevant operating and production figures having any bearing on CONTRACTOR's guarantees or in connection therewith and actually achieved during the performance test conducted shall be recorded in a protocol to be signed by authorised representatives of OWNER and the CONTRACTOR.

34.8 SPARE PARTS

34.8.1 COMMISSIONING SPARES

The CONTRACTOR shall procure and supply all spare parts required during commissioning of the UNIT and various systems. The price of supply shall be deemed to be inclusive of the provision of all such commissioning spares required till successful commissioning of the UNIT. The CONTRACTOR should make available all the commissioning spares required at site at least **4 (four) weeks** prior to commissioning.

CONTRACTOR shall carry out SAP codification of surplus materials/mandatory spares, in consultation with PMC/ Owner. CONTRACTOR shall also submit Spare Parts Interchangeability List (SPIR) as per OWNER's format. The provisions shall also be applicable for spares referred to under Clause 34.8.3 & 34.8.4 hereof.

34.8.2 MANDATORY SPARES

The CONTRACTOR shall within the Lumpsum Price supply all the mandatory spares as specified elsewhere in Bidding Document required for the UNIT. The handing over of the spares will be followed through ERP/Computerised system and the templates against individual category of items shall be duly filled in by the CONTRACTOR including price for each item before handing over the mandatory spares to OWNER. Methodology/Modalities to be followed for handing over of spares as per ERP/Computerised system shall be provided by EIL/OWNER during Kick off Meeting.

34.8.3 OPERATION AND MAINTENANCE (O&M) SPARES

a) In case any Operation and Maintenance spares are required during DLP the same shall be provided by the Contractor free of cost to the Owner without any implication/tax liability to the Owner.

b) The CONTRACTOR shall, within 3 (three) months from finalisation of individual orders by CONTRACTOR, furnish to the OWNER the price list for O&M spares for 2 (two) years operation beyond the DLP as recommended by manufacturers of various equipment (other than commissioning, mandatory and O&M spares required during the defect liability period).The prices shall remain valid upto a period of 2 (two) years operation beyond DLP. Price lists of these spares shall not be included in quoted Lumpsum Price.

34.8.4 The Contractor shall provide the Owner with all the addresses and particulars of its Sub-contractors and/or the manufacturers and sub-vendors while placing the order for items, components, equipment covered under this Contract and will further ensure with its Sub-contractors and/or the manufacturers or vendors that the Owner, if so desires, will have the right to place an order for Spares directly with them on mutually agreed terms based on offers of such Sub-contractors/manufacturers or vendors.

34.8.5 The Contractor shall ensure continuous availability of the Spares.

34.8.6 The QAP and the inspection procedure applicable to the main equipment will also apply to the corresponding Spares.

34.8.7 All Spares shall be delivered by the target date for completion of delivery of the Spares so as to conform with the Delivery Schedule.

34.8.8 If at any time, the Contractor learns that any Spares will be discontinued, or that a Manufacturer will no longer be able to provide certain mandatory Spares ("Discontinued Spare"), the Contractor shall promptly provide the Owner with reasonable advance notice that such Spares will be a Discontinued Spare and shall source an alternative as promptly as possible. The Contractor reserves the right to substitute a suitable alternative, in Contractor's reasonable discretion, provided, however, that the Contractor shall have:

I. delivered an advance notice to the Owner of the Discontinued Spare, as far as in the reasonable knowledge of the Contractor;

II. used commercially reasonable efforts to source an alternative; and

III. first obtained the Owner's approval of the proposed substitution

34.8.9 In case of emergency requirement of Spares, the Contractor shall make every effort to expedite the manufacture and delivery of such Spares on the basis of a mutually agreed time schedule.

34.8.10 If the Contractor fails to supply the Spares in accordance with this Contract, the Owner shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Owner plus 10% (ten percent) towards Onwer's Overhead charges ,over the rates set out in this Contract. Any such purchase of Spares from alternate sources shall be without prejudice to the Contractor's Warranty obligations under this Contract.

34.8.11 If the Owner, at any time during the term of this Contract, notifies to the Contractor that the Spares provided by the Contractor are defective or not fit for purpose, the Contractor shall replace such defective Spares at no additional cost or risk to the Owner. The Owner and Contractor shall mutually agree on timelines for replacement of defective Spares

35.0 MEASUREMENTS, CERTIFYING INSPECTIONS AND PAYMENTS

35.1 CERTIFYING INSPECTIONS

All provisions herein after referred to in Clauses **35.2** in respect of measurement shall mutatis mutandis 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.

35.2 MEASUREMENT

Clause **76 i)** of GCC stands replaced with following:

35.2.1 All measurements shall be in the metric system, and except where expressly indicated to the contrary in the Contract, all measurements shall be taken in accordance with the procedure set forth in the Contract documents notwithstanding any provision(s) in the relative standard method of measurement or any other general or local custom to the contrary.

35.2.2 All measurements shall be taken jointly by the E-I-C or his representative on the one hand and the CONTRACTOR or his representative on the other hand, and the CONTRACTOR shall be bound to present himself or his authorised representative for measurement(s) whenever so required by the E-I-C or his designated representative, and shall remain present throughout the time required for joint measurements.

35.2.3 If the CONTRACTOR absents himself for any reason whatsoever on any date appointed for joint measurements, the joint measurements shall be taken by the E-I-C or his representative in the absence of the CONTRACTOR and such measurements signed by the E-I-C or his representative shall be final and binding upon the CONTRACTOR. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

35.2.4 Measurements shall be signed and dated on each page by the CONTRACTOR/CONTRACTOR's representative and E-I-C 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/Sheet against the item objected to and such note shall be signed by the CONTRACTOR/CONTRACTOR's representative and E-I-C or his representative. In the absence

of any noted objections 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 subsequently making or recording any objection in respect of the measurements recorded in the Measurement Book/Sheets.

35.2.5 All measurement(s) relative to which any objection have been noted in the Measurement Book/Sheet shall be submitted to the E-I-C for his decision, and the decision of the E-I-C 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 CONTRACTOR.

35.3 FINAL BILL

35.3.1 On the basis of the Lumpsum Price provided in the Contract, the CONTRACTOR shall prepare a Final Bill in the prescribed form with reference to the total supplies covered by the scope of supplies and shall prepare a separate Final Bill with reference to the total services covered by the scope of services. Such Bill shall be prepared by applying the price of materials specified in the Schedule of Prices in respect of supplies broken up with respect to the indigenous materials and with respect to imported materials (including plant, parts and components) in accordance with the further break-up of the Price of Materials given in various formats thereunder, and by applying the price of services specified in respective forms of Schedule of prices in respect of works/services broken up with respect to the various heads of services/works in accordance with the break- up of respective forms of Price Schedule. Additions claimed to the Lumpsum Price or reductions therefrom resultant upon any Change Order(s) shall be separately indicated in the Final Bill with reference to the relative Change Orders(s).

35.3.2 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause **35.3.1** hereof separately state and include therein all claims of the CONTRACTOR as provided for in Clause **36.3** hereof.

35.3.3 The Final Bill drawn in accordance with Clause **35.3.1** shall be submitted together with the Completion Certificate to the E-I-C for certification, who shall certify the Final Bill, if drawn in accordance with Clause **35.3.1**. After certification of the E-I-C, the Final Bill shall be submitted in quadruplicate (or in such other number of copies as the OWNER may prescribe) accompanied by the Completion Certificate to the OWNER for payment.

35.3.4 All monies payable under the Contract for works to be performed and materials to be supplied upto and including successful completion and final tests and commissioning of the system and performance tests shall become due and payable to the CONTRACTOR as per terms of payment (**Annexure-X** to SCC). The Final Bill shall be prepared in accordance with the provisions of Clause **35.3.1** hereof and associated provisions thereunder accompanied by the Completion Certificate in respect of the works.

35.3.5 Payments of the amount(s) due on the Final Bill to the extent certified by the E-I-C, shall be made within **12 (Twelve) weeks** from the due date as specified in Clause **35.3.4** hereof, subject to the deductions provided in Clause **35.3.5.1**. The disbursement of payment shall be subject to submission all requisite documents complete in all respect.

35.3.5.1 All payments due to the CONTRACTOR on the Final Bill shall be subject to deduction of "on-account" payments and other amounts due from CONTRACTOR to the OWNER, tax deductions as provided for in Clause **35.6.2** and associated clauses thereunder, 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.

35.4 PRICE SCHEDULE/SCHEDULE OF PRICES(SOP)

Provision of Clause No. 75 of GCC stands replaced:

35.4.1 The remuneration determined due to the CONTRACTOR as provided for in Clause **35.3.1** 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.

35.4.2 Without prejudice to the generality of the provisions of Clause **35.4.1** 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):

35.4.2.1 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 handing 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 in any way 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.

35.4.2.2 The cost of all construction and related vessels, craft, vehicles, movements, plant, equipment, supply 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 of 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;

35.4.2.3 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 workplaces and facilities necessary for or to perform the works contemplated under the Contract and/or to supply the material included 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.

35.4.2.4 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.

35.4.2.5 The cost of all taxes payable in India with regard to materials supplied by the CONTRACTOR within the scope of supplies, all customs and import duties (as applicable as per contract), GST, Indian Income Tax, Sales Tax and other direct and indirect taxes and duties, 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 Government 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.

35.4.2.6 The cost of all indemnities under the Contract, and insurance premia 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, lighting, 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.

35.4.2.7 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.

35.4.2.8 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.

35.4.2.9 The cost of all escalations(foreseen and unforeseen)including but not limited to increase in Government taxes and duties, labour costs and material costs and other inputs whatsoever, except for new, altered or increased taxes elsewhere specifically provided for in these SCC or other Contract document(s).

35.4.2.10 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.

35.4.2.11 The cost of all deductions, reductions, discounts, adjustments and withholdings whatsoever under or in connection with the Contract.

35.4.3 The rates/Lumpsum Price(s) stated in the Price Schedule shall not be subject to escalation or increase for any reason whatsoever.

35.4.4 Notwithstanding any provision to the contrary in these conditions, the E-I-C may at his absolute discretion agree to accept as complete any incomplete works or items of work performed or supply made by the CONTRACTOR at variance with the specifications, subject and upon the terms and conditions of this clause. Upon such acceptance in writing by the E-I-C, such works/materials shall be deemed to have been accepted as complete (but without prejudice to any right(s) of the OWNER or obligation(s) of the CONTRACTOR relative thereto under the Contract) subject to the terms and conditions of this clause. The conditions of such acceptance shall be that the CONTRACTOR shall be entitled to reduced remuneration therefor only as determined by the E-I-C in accordance with the provisions of Clauses **7.2** hereof, and the provisions of the said clause shall in all respects mutatis mutandis apply to such work and/or supply, as the case may be, and for the determination of the reduced remuneration to the CONTRACTOR in respect thereof, provided always that the remuneration therefor shall on no account exceed the Lumpsum price or remuneration therefor payable under the Price Schedule in respect of the relative completed works or supply.

35.5 ON ACCOUNT PAYMENT

Provision of Clause No. **80** of GCC stands modified to the following extent:

35.5.1 Without prejudice to the provisions of Clause **35.3.4** hereof, the OWNER shall by way of assistance to the CONTRACTOR, make "on-account" payments to the CONTRACTOR during the progress of the work and/or supply on the basis of R.A. Bills (R.A. Bills) or otherwise as elsewhere more specially provided for in the Contract documents. Payment shall be released only after receipt of CPBG of requisite amount as per Clause No. 4.0 of SCC

35.5.2 The following provisions shall apply with respect to "advance" payments to the CONTRACTOR (If applicable as per Payment terms specified as per tender elsewhere):

35.5.2.1 Advance(s) paid to the CONTRACTOR shall carry interest at the rates specified in the SCC, 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 SCC.

35.5.2.2 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 and shall be released to the CONTRACTOR pursuant to the CONTRACTOR furnishing an irrevocable and unconditional guarantee for the appropriate amount of the advance payment ("**Advance Payment Bank Guarantee**"). 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).

35.5.3 DELETED

35.5.4 The approved Bill of Materials shall form the basis for the calculation of "on-account" payments with respect to supplies of materials. It is understood, however, that the Bill of Materials or

approval thereof by the OWNER shall not in anyway relieve the CONTRACTOR of its full responsibility to supply to the OWNER within the scope of supply, any and all materials whatsoever required for the performance of the work within the scope of work, or otherwise howsoever confine the responsibility of the CONTRACTOR within the scope of supply to the supply of materials indicated in the Bill of Materials, nor shall it otherwise be assumed or be deemed or construed as an acceptance by the OWNER of the adequacy or sufficiency of the materials listed in the Bill of Materials to meet the quantitative and/or qualitative requirements of the materials required to be supplied by the CONTRACTOR under the scope of supply or otherwise in any manner operate to bind the OWNER or to limit the liability of the CONTRACTOR, such Bill(s) of Materials being designed only to provide a basis for making "on account" payments to the CONTRACTOR for materials supplied, with a view that the OWNER shall make "on account" payments to the CONTRACTOR for the various materials supplied on the basis thereof in the manner and at the time in this behalf provided for in the contract.

35.5.5 The approved Schedule of Activities shall form the basis for the calculation of on account payments with respect to services/works performed by the CONTRACTOR. It is however understood that the Schedule of Activities or approval thereof by the EIL/OWNER shall not in any way relieve the CONTRACTOR of his full responsibility to perform within the scope of services/works whatsoever is required for the performance of the work covered by the scope of work or otherwise however confine the responsibility of the CONTRACTOR to the performance of the services indicated in the Schedule of Activities, nor shall otherwise be assumed or be deemed or construed as an acceptance by the OWNER of the adequacy or sufficiency of the work/activities listed in the Schedule of Activities to meet the quantitative and/or qualitative requirements of services required to be performed or work required to be done by the CONTRACTOR under the scope of services or otherwise in any manner operate to bind the OWNER or to limit the liability of the CONTRACTOR, such Schedule of Activities being designed primarily to provide a basis for making On Account payments to the CONTRACTOR for works/services performed, with a view that the OWNER shall make "On Account" payments to the CONTRACTOR for the work/services performed on basis thereof in the manner and at the time in this behalf provided for in this Contract.

35.5.6 For the purposes of making "on account" payments for the work performed, monthly or otherwise as the E-I-C may specify in this behalf, the CONTRACTOR shall make a quantitative assessment of the work performed by the CONTRACTOR as listed in the Schedule of Activities during the preceding month or other specified period and shall submit a R.A. Bill (in the form prescribed by the OWNER) in quadruplicate to the E-I-C for the works performed during the said month/period with detailed measurement thereof, the said R.A. Bill(s)to be drawn by applying the rates applicable under the Schedule of Activities to the applicable items, which shall be subject to certification by the E-I-C specified for the purpose. The E-I-C shall thereafter have a summary verification undertaken of the work and quantities entered in the R.A. Bills and shall certify the R.A. Bills for payments on basis of such verification.

35.5.5.1 For the purpose of making "On Account" payment for materials supplied within the scope of supply as the E-I-C may specify in this behalf, the CONTRACTOR shall make a quantitative list of material supplied by the CONTRACTOR within the scope of supplies at the job site and of the "On Account" payment made in respect thereof prior thereto, and of the "On Account" payment(s) becoming due in respect thereof during the preceding month or other specified period as the case may be supported by the Certificate of Verification and Good Condition given by the E-I-C in order to qualify for the relative on account payment claimed as due. The CONTRACTOR shall submit such assessment in the form of a R.A. Bill prepared in the format prescribed or approved by the OWNER in this behalf in quadruplicate to the Engineer-in-Charge. The R.A. Bill(s) shall be drawn by applying applicable parts of the price(s) for relative materials as indicated in the Bill(s) of materials for the applicable item(s) and shall be subject to certification by the E-I-C. The E-I-C shall thereafter have a summary verification undertaken of the materials and quantities entered in the R.A. Bill(s) and of the amount claimed and shall certify the R.A. Bill(s) for payment on the basis of such verification.

35.5.7 The amount certified for payment by the E-I-C on any R.A. Bill within the provisions for "on account" payments in the Contract documents shall be conclusive for the determination of any "on account" payments and no claim shall be entertained by the OWNER contrary thereto or in contradiction thereof.

35.5.8 In any certificate for on account payment, the E-I-C shall be authorised to adjust in whole or part, any previous amount certified by error.

35.5.9 All "on account" payments shall be subject to deduction of previous payments on account and of all claims of the OWNER, adjustments and/or deductions provided for in the Contract or agreed to between the parties, tax deductions and any other deductions required to be made under any law, rule or regulation for the time being in force.

35.5.10 All "advance" and "on account" payments shall be regarded merely as advance payments against the amounts due to the CONTRACTOR in terms of the Contract, and any such payments shall be without prejudice to the full rights of the OWNER under the contract and the liabilities of the CONTRACTOR thereunder, and specially shall not be regarded as an acceptance or completion of any works or the acceptance of any materials paid for in terms of any R.A. Bill or otherwise, notwithstanding any verification or certification by the E-I-C or otherwise in respect thereof.

35.5.11 Except as elsewhere herein to the contrary provided, the Schedule of Activities or Bill of Materials or other criterion applied by the CONTRACTOR in respect of any work or supply in his R.A. Bill(s) or acceptance thereof by the E-I-C in verifying the bill in respect of such work or supply or criterion applied shall not be deemed to be binding upon the OWNER as determining the completeness, acceptance or price payable for relative work or supply.

35.5.12 Unless or until an extension of time has been granted by the E-I-C under Clause **23.6.6** hereof or by the OWNER under Clause **23.6.7** hereof on account payments made under R.A. Bills raised by the CONTRACTOR for the works executed after the expiry of the date of Mechanical Completion of the works under the approved Progress Schedule, shall be subject to provisional withholding of an amount towards adjustment by way of discount in the price calculated in accordance with the provisions of Clause **23.7** hereof. The amount so withheld shall be adjusted towards the Price reduction (if any) finally determined after Mechanical Completion of the works, without prejudice to the OWNER's right to recover from the CONTRACTOR any shortfall between the Price reduction finally determined and the amount provisionally withheld. Any excess amount provisionally withheld in excess of Price reduction finally determined shall upon such determination be paid to the CONTRACTOR.As an alternative, the CONTRACTOR shall have an option to provide a Bank Guarantee from List of banks as per **Annexure-XX to SCC** and in a format acceptable to the OWNER for a sum equal to **5% (five percent)** of the total contract value which shall be available for recovery of the Price reduction For Slippage In Completion (if any) finally determined after Mechanical Completion of the works/Unit(s). This Bank guarantee shall be in addition to any other guarantee to be provided by the CONTRACTOR and shall be valid for a period of not less than 12 (twelve) months from the date of Mechanical Completion of the works.

35.6 MODE OF PAYMENT AND TAX DEDUCTIONS

35.6.1 All payments to be made by the OWNER to the CONTRACTOR under or in terms of the Contract shall be paid by bank transfer to the designated account of the CONTRACTOR notified in this behalf by the CONTRACTOR to the OWNER for which purpose, the CONTRACTOR shall furnish to the OWNER such documents and information as required by the OWNER to effect the bank transfer.

35.6.2 **The clause 80 of GCC stands modified to the following extent for payment towards Design & Engineering and Supply :**

"Payments will be made by the OWNER against Bills certified by the EIL within 30 days from the date of receipt of complete and correct R.A. bill from Contractor certified by E-I-C.

Provisions related to release of **75% (seventy five percent)** of bill amount within **15 calendar days** of certification by E-I-C as per Clause No. **80** of GCC shall be applicable for release of payment towards Construction/Installation only."

35.6.2.1 In case the Contractor misrepresents the completion of Work in order to avail this 75% down payment facility fully mentioned under Clause No. 35.6.2 hereof and the certified value is less than the released down payment, the facility will be stopped for next **3 (three)** R.A. Bills at the first instance and will be stopped completely for the second instance of misrepresentation.

35.6.2.2 It shall be the sole responsibility of the Contractor to ensure that GST invoices are raised within timelines as specified in GST Act read with relevant rules therein. Further, any delay/ non-compliance in GST Laws by Contractor which results in loss to Owner, the same shall be duly recovered from the Contractor.

35.6.3 Indian CONTRACTOR 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 the SOP, shall on proof of payment be paid the Indian Rupee equivalent of the Foreign Currency paid for

the relevant materials and/or services imported into India limited to the maximum of the Foreign Currency indicated in the Schedule of prices(SOP) in relation to such supplies or services at the SBI TT(Telegraphic Transfer) Sale Rate prevailing on the date of payment by CONTRACTOR. If as a result, there shall remain any unutilized foreign currency indicated in the Schedule of prices(SOP) 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 unutilized foreign currency balance(s) converted at SBI TT(Telegraphic Transfer) Sale Rate prevailing on the date of Mechanical Completion, whichever is less. However, in such a case, the CFR price indicated in the Contract shall stand reduced by the price attributable to such supplies.

35.6.4 If in the performance of the Contract 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, such CONTRACTOR shall be paid only the Indian Rupee equivalent of the foreign currency cost of such materials or services as indicated in the priced bid relevant to the formation of the Contract, converted at the currency SBI TT(Telegraphic Transfer) Sale Rate prevailing on the date of payment by the CONTRACTOR or prevailing on the day of priced bid opening, whichever is less, for such supplies or services. Any change in such sourcing shall be subject to the OWNER's prior consent. However, in such a case, the CFR price indicated in the Contract shall stand reduced by the price attributable to such supplies.

35.6.5.1 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 indicated to be procured or provided from within India, such CONTRACTOR 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. Owner shall not be obliged to make any further payment.

~~However, If these items are consigned to the registered Bonded Facility/Warehouse of BPCL Kochi Refinery provisions for availing MOOWR benefit shall be extended.~~

In case the supply materials mentioned in Clause No. 35.6.5.1 above, are imported under MOOWR scheme at time of execution, wherein the Owner becomes consignee of goods by filing Bill of Entry in name of Owner, then the amount payable towards Custom Duties & Related levies as on date of Custom Clearance based on respective CIF value as per Bill of Entry and custom duty rates prevailing on the date of Custom Clearance , shall be deducted from the amount payable against such supplies. Prior consent of EIL/BPCL shall be obtained in this regard.

35.6.5.2 If in the performance of the Contract the CONTRACTOR imports materials under MOOWR scheme, wherein the Owner becomes consignee of goods by filing Bill of Entry in name of Owner , which they have indicated to be imported in name of the Contractor for Home Consumption in their offer then the amount payable towards Custom Duties & Related levies as on date of Custom Clearance based on respective CIF value as per Bill of Entry and custom duty rates prevailing on the date of Custom Clearance, shall be deducted from the amount payable against such supplies. The Custom Duties & related levies plus owner's overhead shall be converted to the currency of payment considering the SBI TT (Telegraphic Transfer) Sale Rate prevailing on the date of custom duty payment. Prior consent of EIL/BPCL shall be obtained in this regard.

35.6.5.3 If during the performance of the Contract the CONTRACTOR, owing to CONTRACTOR's default, imports materials for Home Consumption (wherein the CONTRACTOR become consignee of the goods by filing Bill of Entry in their name of the CONTRACTOR), which have been indicated to be imported under MOOWR scheme in the Contract, then in such case CONTRACTOR shall be paid only the Indian Rupee equivalent of the foreign currency amount (i.e. the CFR price) of such materials as indicated in the priced bid/ Bill of Materials or in the Schedule of Activities relevant to the formation of the Contract, converted at the currency SBI TT(Telegraphic Transfer) Sell Rate prevailing on the date of payment by the CONTRACTOR or prevailing on the day of priced bid opening, whichever is less, for such supplies. The liability of payment of Custom Duties & related duties in such cases shall be in CONTRACTOR's scope and OWNER will not reimburse CONTRACTOR any Custom Duties & related duties or pay for any variations of Custom Duties. Any change in such sourcing shall be subject to the OWNER's prior consent. However, in such a case, the CFR price indicated in the Contract shall stand reduced by the price attributable to such supplies.

35.6.5.4 If during the performance of the Contract the CONTRACTOR, owing to reason(s) attributable of OWNER, has to imports materials for Home Consumption wherein the CONTRACTOR become consignee of the goods by filing Bill of Entry in their name of the CONTRACTOR, which have

been indicated to be imported under MOOWR scheme in the Contract, then the payment of Custom Duties & related levies to the relevant Customs Authorities for such supply items shall be in CONTRACTOR's scope. BPCL shall reimburse to the CONTRACTOR such Import Duties paid by the Contractor at actuals in Indian Rupee subject to furnishing requisite proof of payment of Custom Duties to the Customs Authorities. However, such reimbursement shall be limited to the amount of the Custom Duties & related levies as quoted by the CONTRACTOR for such items in the respective format of Schedule of Prices (FORM-SP-9A) converted to Equivalent INR considering Foreign Exchange (i.e. SBI TT (Telegraphic Transfer) Sell Rate shall be considered) prevailing on the date of Price Bid Opening. In the above case, provisions of variations of Basic Customs Duties & Social Welfare Surcharges e.t.c as per provisions of Annexure-XXIV of SCC shall be admissible.

35.6.5 Foreign Contractor shall be required to open a Project office (PO) under general / specific permission of RBI and thereafter open a foreign currency bank account subject to RBI Regulations. Foreign currency account could be in USD or EURO. Payment in foreign exchange can be made by OWNER to such foreign currency bank account. In such case, invoices shall be raised by the Project office of the foreign contractor in USD or EURO.

35.6.6 The Owner shall have the right to dispute such amounts in the invoice raised by the CONTRACTOR ("**Disputed Amount**") within **7 (seven) Business Days** of receipt of such invoice, which it believes have been wrongly invoiced by the Contractor. If the Owner decides to dispute any amounts set out in the Invoice, it shall only make payments towards such amounts which it approves to be correctly invoiced and shall state in writing the reasons for paying such lesser sum. Any dispute regarding Disputed Amounts must be raised by the Contractor within **15 (fifteen) days** of receipt of payment. Dispute in respect of the Disputed Amount shall be resolved in accordance with the provision of Clause **99.0** hereof. During the pendency of any such dispute and the resolution thereof, the Contractor shall continue to provide Supplies and / or perform the Works in accordance with the provisions set forth herein.

35.6.7 No payment and no partial or entire use or occupancy of the Project by the Owner shall:

a) be deemed a representation that the Owner has inspected the Materials and / or the Works;

b) constitute or be deemed an acceptance, in whole or in part, of any portion of the Supplies and Works or the Project; or

c) operate to release the Contractor from any obligations or liabilities under this Contract.

35.7 CHANGE IN LAW

35.7.1 If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of their other obligations under this Contract, the Contractor shall, within **15 (fifteen) days** from the date it becomes reasonably aware of such addition in costs, notify the OWNER with a copy to the E-I-C of such additional costs due to Change in Law.

35.7.2 If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Contract or in accordance with the provisions of this Contract, either Party shall, within **15 (fifteen) days** from the date it becomes reasonably aware of such reduction in costs, notify the other Party with a copy to the E-I-C of such reduction in costs due to Change in Law.

35.7.3 E-I-C/OWNER shall, within **15 (fifteen) days** from the date of receipt of notice from the Contractor or the Authority, as the case may be, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

35.7.4 Provisions of this Clause **35.7** shall be admissible provided that the Change in Law were notified after the final bid due date. Further, wherein any provision of bidding document which stipulates that any cost impact on account of changes in law to be borne by CONTRACTOR, then such provisions are specifically excluded from the ambit of this Clause **35.7**.

36.0 CLAIMS BY THE CONTRACTOR

36.1 Should the CONTRACTOR consider that he is entitled to any extra payment or compensation in respect of the direct costs of the Works or Supplies at actuals over and above the amounts due in terms of the Contract as specified in Clause **35.4.1** hereof, the CONTRACTOR shall give notice in writing of its claim in this behalf to the E-I-C and the OWNER within **14 (Fourteen) days** from the date of the issue of orders or instructions relative to any work(s) for which the CONTRACTOR claims such additional payment or compensation, or from the date of the happening of any other event upon which the CONTRACTOR bases such claim, as the case may be. Such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The OWNER shall not anywise be liable in respect of any claim by the CONTRACTOR unless notice of such claim shall have been given by the CONTRACTOR to the E-I-C and the OWNER in the manner and within the time aforesaid, and the CONTRACTOR hereby waives and relinquishes any and all claims and all his rights in respect of any claim which is not notified by the CONTRACTOR to the E-I-C and the OWNER in writing in the manner and within the time aforesaid.

36.2 The E-I-C and/or the OWNER shall be under no obligation to reply to any notice of claim given or claim made by the CONTRACTOR within the provisions aforesaid or otherwise, or to otherwise reject the same, and no omission or failure on the part of the E-I-C or the OWNER to reject any claim made or notified by the CONTRACTOR nor any consideration thereof or dealing there with shall be deemed to be an admission by the OWNER of the validity of such claim or waiver by the OWNER of the provisions of Clause **36.1** hereof

36.3 Any or all claims of the CONTRACTOR notified in accordance with the provision of Clause **36.1** hereof as shall remain/persist at the time of preparation of the Final Bill by the CONTRACTOR shall be separately included in the Final Bill prepared by the CONTRACTOR in the form of a Statement of Claims attached thereto, giving particulars of the nature of such claim, grounds on which it is based, and the amount claimed, and shall be supported by copy(ies) of the notice(s) sent in respect thereof to the E-I-C and the OWNER under Clause **36.1** hereof. In so far as such claim shall in any material particular be at variance with the claim notified by the CONTRACTOR within the provisions of Clause **36.1** hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause **36.1** hereof, and with consequence in respect of the notified claim as indicated in Clause **36.4** hereof.

36.4 Any and all notified claims not specially reflected and included in the Final Bill in accordance with the provisions of Clause **36.3** hereof shall be deemed to have been waived and relinquished by the CONTRACTOR, and the CONTRACTOR hereby waives and relinquishes all rights to raise or include in the Final Bill any claim(s)other than a notified claim conforming in all respects to and in accordance with the provisions of Clause **36.3** hereof.

36.5 No claim(s) shall on any account be made by the CONTRACTOR after 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 Contractor any supply made or work performed by the CONTRACTOR thereunder or in relation thereto, and notwithstanding any enabling provision in any law or Contract and notwithstanding any claim in quantum meruit 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 off act, or shall claim to have acted under economic compulsion or necessity.

36.6 Notwithstanding the existence of any claim by the CONTRACTOR in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works and supplies to completion in all respects according to the Contract (unless the contract be priorly determined by the OWNER).

36.7 The payment of any sum on account to the CONTRACTOR during the performance of any work or the making of any supply in respect of which a claim has been notified by the CONTRACTOR in terms of Clause **36.1** hereof or the making or negotiation of any interim arrangement(s) by the OWNER in respect of the performance of such work or item of work or the making of any supply or item of supply by the CONTRACTOR shall not be deemed to be an acceptance of the related claim by the OWNER, or any part or portion thereof unless specifically signed by the authorised representative of the OWNER and the CONTRACTOR as an Amendment to Contract, or as an Agreed Variation, with the intent that any such payment or arrangement shall (unless signed as an amendment or variation aforesaid) constitute merely a facility or assistance to the CONTRACTOR, and not an obligation upon the OWNER.

36.8 If required by the OWNER, the E-I-C shall be authorised to require the CONTRACTOR to furnish, and the CONTRACTOR shall, upon the request of the E-I-C /OWNER, furnish all invoices, vouchers and accounting records as may be deemed necessary by the E-I-C /OWNER for the purpose of verifying any CONTRACTOR's claim.

37.0 DISCHARGE OF OWNER'S LIABILITY

37.1 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 **36.3** hereof, be deemed to be in full and final satisfaction of all such dues to the CONTRACTOR notwithstanding any qualifying remarks, protestor condition imposed or purported to be imposed by the CONTRACTOR relative 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 CPBG in accordance with the provisions of Clause **38.3** hereof on successful completion of the DLP. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the Contract.

37.2 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 notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR relative to the acceptance of such payment made as aforesaid with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, 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 CPBG in accordance with clause **38.3** hereof on successful completion of the defect liability. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the Contract.

37.3 Notwithstanding anything provided in Clause **37.1** and/or Clause **37.2** hereof, the CONTRACTOR shall be and remain liable for defects in terms of Clause **33.0** and associated clause thereunder and for any indemnity to the OWNER in terms of Clause **38.2** and shall be and remain entitled to receive the unadjusted balance of the CPBG remaining in the hands of the OWNER in terms of Clause **38.3** hereof and associated clauses thereunder.

38.0 FINAL CERTIFICATE AND RELEASES OF SECURITY DEPOSIT

Provision of Clause No. **84 of GCC** stands modified to the following extent:

38.1 Forthwith on the CONTRACTOR's application made after the expiry of the period of defect liability provided for in Clause **33.0** hereof and associated clauses thereunder and satisfaction of all liabilities of the CONTRACTOR in respect thereof, the OWNER shall issue a Final Certificate to the CONTRACTOR certifying that the CONTRACTOR has performed his obligations in respect of the DLP in terms of Clause **33.0** hereof and associated clauses thereunder, and until issue of such Final Certificate, the CONTRACTOR shall be deemed not to have performed such liabilities notwithstanding issue of the Completion Certificate or payment of the Final Bill by the OWNER.

38.2 Upon application for the Final 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/Consultant from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto.

38.2.1 Upon issue of the Final 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.

38.3 Forthwith on application made by the CONTRACTOR in this behalf accompanied by the Final Certificate, or within **12(Twelve) Weeks** 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 CPBG shall be subject to the CONTRACTOR replacing such Bank Guarantee(s) with a Bank Guarantee from List of Bank as per **Annexure-XX** to SCC in a format acceptable to the OWNER covering **10%(ten percent)** of the value (as determined by the OWNER) of equipments/works replaced or repaired during the DLP for the unexpired term of defect liability in respect thereof plus a **6(six) months** claim period.

38.4 Notwithstanding the aforesaid, the **Parties** agree that the OWNER shall not be obliged to release the CPBG until all defects identified during the Defects Liability Period or the extended Defects Liability Period, as the case may be, have been rectified.

39.0 CLAIMS OF OWNER

In addition to clause **91 (ii)** of GCC following clauses are applicable:-

39.1 No release/payment of any unadjusted balance of the CPBG(furnished in the form of a Bank Guarantee or otherwise) by the OWNER to the CONTRACTOR as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER or shall stop or prevent the OWNER from there after making or enforcing any claim or any rights 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 Certificate and/or the release of CPBG to the CONTRACTOR.

40.0 TERMINATION

Provision of Clause No. **24** and **41** of GCC stands modified to the following extent:

40.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the OWNER under the CONTRACT or otherwise (including the right of the OWNER to discount by way of price reduction under the provisions of Clause **23.7** hereof and associated Clauses thereunder), the OWNER shall be entitled to terminate the CONTRACT by written notice at any time during its currency on or after occurrence of any one of the following events/contingencies, namely:

40.1.1 Breach or failure by the CONTRACTOR of any of the obligations of the CONTRACTOR under the Contract, including:

a) Failure to start the work within **12 (Twelve) weeks** of the date of issue of the Acceptance of Bid by the OWNER, notwithstanding the OWNER having made available to the CONTRACTOR the work front necessary for the commencement of work.

b) Failure to commence work at site within **3 (Three) Weeks** of the time prescribed in this behalf in the Progress Schedule or to commence supply of any material within **3 (Three) Weeks** of the time prescribed in this behalf in the Delivery Schedule.

c) Failure to carry out or carry on the works or any of them to meet the Progress Schedule resulting in a delay of **4 (Four) Weeks** or more in the actual performance of the work, or failure to complete any supplies to meet the Delivery Schedule resulting in a delay of **4 (Four) Weeks** or more in the scheduled deliveries of materials.

d) Failure to provide at the job site, within **3 (Three) Weeks** of being required to do so by the E-I-C, sufficient labour, material, equipment, machinery, temporary works and/or facilities required for the proper and/or due execution of the work or any part thereof.

e) Failure to execute the works or any of them in accordance with the Contract or disobedience of any order or instruction of the E-I-C or negligence or lack of expertise in the performance of the work, or failure to supply materials of quality conforming to the requirements of the contract.

f) Abandonment of the works or any part thereof.

g) Substantial suspension of the works or any part thereof for a period of **2 (Two) Weeks** or more without the authority of the E-I-C.

h) Failure to execute the Contract in terms of the Form of Contract forming part of the Bid Documents within **30(Thirty) days** of the date of issue of the LOA by the OWNER or within such extended period as may be permitted by the OWNER in this behalf;

i) Failure to furnish the Bank Guarantee(s) as per provisions of GCC.

j) Any other event which is an event of termination under the Contract or which in the opinion of the OWNER, reasonably impinges on the CONTRACTOR's capability to fulfil its contractual commitments.

k) Dissolution of the CONTRACTOR (if a firm), or commencement of liquidation or winding up (whether voluntary or compulsory) of the CONTRACTOR or insolvency of the CONTRACTOR or of any partner (if a firm), or appointment of a receiver or manager of the CONTRACTOR's assets by a court;

l) Distress, execution, or other legal process being levied on or upon any of the CONTRACTOR's goods and/or assets involved in or relative to the performance of the work or supply;

m) Death of a CONTRACTOR (if an individual);

n) If upon any voluntary change in the partnership/constitution of CONTRACTOR's organisation (if a partnership or Company) the OWNER refuses in its sole discretion to Continue the Contract with the re-constituted firm or Company;

o) If the CONTRACTOR or any person employed by him shall make or offer for any purpose connected with the contract, any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent or CONSULTANT of OWNER;

p) If the CONTRACTOR shall assign or attempt to assign his interest or any part thereof in or under the Contract.

q) If CONTRACTOR does not start to remedy the breach within 7 days from receipt of EIC/OWNER's notice.

r) If the CONTRACTOR has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.

s) If the CONTRACTOR has become untraceable.

t) If the CONTRACTOR has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.

u) If the CONTRACTOR shall sub-contract or sub-let the Contract in breach of the provisions of this Contract.

40.1.2 The decision of the OWNER and its authorised representative**,** as to whether any of the events or Contingencies mentioned in Clause **40.1** hereof entitling the OWNER to terminate the Contract has occurred or not shall be final and binding upon the CONTRACTOR.

40.1.3 The methodology for processing Termination for default shall be as follows:

a. Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, OWNER shall initiate Termination action as per the contract.

b. Deleted

c. Deleted

d. In case of non-submission of CPBG as per provisions of bidding document, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.

e. Further, in case of submission of CBPG within scheduled period, but CONTRACTOR being at default in terms of Contract, a) above shall be applicable.

f. In case of occurrence of any of the above specified events, CONTRACTOR shall be understood to have defaulted and the OWNER shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of **15 (fifteen) calendar** days to the CONTRACTOR, stating the reason and the intention of OWNER to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of OWNER.

g. The CONTRACTOR may also request for a personal hearing.

h. OWNER based on the CONTRACTOR's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.

i. The decision taken as above shall apply to both Termination as well as Suspension / Banning."

40.2 The notice of termination shall set-forth, in addition to statement of the reason or reasons for terminating the Contract, the time(s) and place(s) for conducting a survey and inspection/measurement of the work performed and materials supplied under the Contract upto the date of termination for the purpose of determining the final amount(s) due to the CONTRACTOR therefor. The reasons for the termination stated in the notice of termination shall be final and binding upon the CONTRACTOR.

40.2.1 Forthwith upon receipt of notice of termination, the CONTRACTOR shall at his own risks and costs within the scope of relative work, do and perform to the satisfaction of the E-I-C all and whatsoever is necessary, in the opinion of the E-I-C (which shall be final and binding upon the CONTRACTOR) to secure and protect all complete and incomplete works performed by the CONTRACTOR upto termination, and should it fail to do so, the OWNER shall be entitled by itself or through an independent Contractor(s) or partly by itself and partly through an independent Contractor(s), to do and perform at the risks and costs of the CONTRACTOR all such work(s) not done by the CONTRACTOR, and the provisions of Clause **40.9** therefore shall mutatis-mutandis apply thereto.

40.3 For the purpose of measurements, the provisions of Clause **35.1** and **35.2** hereof shall apply. The decision of the E-I-C as to whether or not any works have or supply has been completed for the purpose of measurement shall be final and binding upon the CONTRACTOR. Incomplete items or works shall be measured and paid for only on the basis of materials (if any) supplied by the CONTRACTOR, and the decision of the E-I-C as to the quantity of material involved in or relative to any incomplete works shall be final and binding upon the CONTRACTOR.

40.4 Work done and/or supplies made by the CONTRACTOR qualifying for payment under Clause **40.3** hereof shall be paid for in respect of work done on the basis of on account payment due thereon based on Schedule of Activities, and for materials supplied on the basis of on account payment due thereon on the basis of Bill of Materials and the provisions of Clause **35.5.6, 35.5.7, 35.5.8, 35.5.9, 35.5.10, 35.5.11 and 35.5.12..**hereof shall mutatis mutandis apply and accounting done and bill prepared by the CONTRACTOR on the basis thereof shall be the Final Bill and no other amount(s) shall be due to the CONTRACTOR in respect thereof, subject to the provisions of **Clause 36.0** and associated clauses thereunder with regard to the notified claim(s) of the CONTRACTOR included in the Final Bill in accordance with the provisions of Clause **36.3**.

40.5 Within **4 (Four) Weeks** of completion of the inspection/measurements, the CONTRACTOR shall clear the job site(s) made available by the OWNER to the CONTRACTOR of all surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove such temporary works, structure and construction and other items and things brought upon or erected at the job site(s) and not incorporated in the permanent works and shall remove all rubbish from the job site(s) and shall clear, dress and restore the job site(s) to the satisfaction of the E-I-C and shall put the OWNER in undisputed custody and possession thereof and the entire works. Upon termination of this Contract in accordance with the provisions of this Clause 40, the Contractor shall comply with and conform to the following: (a) deliver to the OWNER all Plant and Materials which shall have become the property of the OWNER under this Contract; (b) deliver all relevant records, reports, intellectual property and other licences pertaining to the Works, other design documents; and (c) transfer and/or deliver all applicable permits to the OWNER to the extent permissible under Applicable Laws.

40.6 Should a CONTRACTOR fail to comply with the provisions of Clause **40.5** hereof in the manner and within the time specified therein, the OWNER shall have the right at the risk and costs of the CONTRACTOR in all respects to clear the job site(s) of all surplus materials, CONTRACTOR's labour, equipment and machinery and other materials and things and/or demolish/dismantle and remove any temporary works, structures and/or construction and other items and things brought upon or erected at the job site(s) and to remove all rubbish from the job site(s) and the land allotted to the CONTRACTOR and clear, dress and restore the said land to the satisfaction of the E-I-C and take undisputed possession and custody thereof and of the works and CONTRACTOR's stores thereon and dispose of and/or otherwise deal with any and all equipment and machinery etc., stores and other items and things aforesaid and recoveries of any demolition/dismantling as the OWNER shall in its absolute discretion deem fit, and the

CONTRACTOR shall forthwith on demand pay the OWNER the entire costs/expenses of the OWNER relative to the above together with **10% (Ten percent)** thereof to cover the OWNER's supervision, with right in the OWNER (without prejudice to any other mode or recovery) to recover the same from the proceeds of any sale or disposal as aforesaid or from any monies whatsoever of the CONTRACTOR held by the OWNER or dues of the CONTRACTOR and the CONTRACTOR hereby irrevocably nominates, constitutes and appoints the OWNER (with right to the OWNER to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit) for and on behalf of and as attorney of the CONTRACTOR to do, commit and/or sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by the CONTRACTOR to put in to effect the provisions of this clause with full right to enter into arrangements with third parties for or relative to the storage, sale and/or other disposal of any goods, equipment and machinery and other items and things and to enter in to or upon any of the CONTRACTOR's premises and to break open if necessary any locks, bolts, fasteners, bonds or other devices restricting entry there to and to do all other acts, deeds, matters and things as shall or may be necessary to give full effect to the provision of this Clause.

PROVIDED ALWAYS THAT:

I. The OWNER shall be entitled, without prejudice to the foregoing and in addition thereto, upon the CONTRACTOR failing to comply with the provisions of Clause 40.5 hereof after removing/demolishing/ dismantling from the job site any of the CONTRACTOR's goods, temporary works and other items and things ,by written notice to the CONTRACTOR, to require the CONTRACTOR to take delivery of, lift and/or clear the same within **7(seven) days** (or such other period as may be specified in said notice) of date of said notice failing which the OWNER shall abandon the same at the risks and costs of the CONTRACTOR, and should the CONTRACTOR fail to take delivery of, lift and/or clear the same within the period in this behalf specified in the said notice, the OWNER shall be entitled at anytime thereafter to abandon the same at the risks and costs of the CONTRACTOR, where upon (without prejudice to any other rights of the OWNER) the OWNER shall stand absolutely discharged and absolved in respect of all and any material ,equipment, machinery and other item and things whatsoever abandoned as aforesaid.

II. Notwithstanding anything to the contrary herein provided, nothing herein stated shall constitute the OWNER as a trustee or bailee of any of the CONTRACTOR's material, equipment, machinery or other items or things removed, cleared, demolished, dismantled or abandoned as aforesaid, nor shall the OWNER be bound in law or fact by any duty of care in respect thereof, with the intent that all actions, dealings and disposals within the provisions of this clause shall be exclusively at the risk and liability of the CONTRACTOR (including relative to any loss or damage) and the OWNER shall not be howsoever responsible, accountable or liable in respect thereof.

40.7 If for any cause (including but not limited to resistance put up by the CONTRACTOR and/or his servants or agents or any court order consequent upon a suit or proceedings filed by the CONTRACTOR), the OWNER is unable to fully take over possession of the entire works within **7 (Seven) days** from the date of completion of the measurements as contemplated above, the OWNER shall, in addition to all discounts, compensations and/or damages recoverable from the CONTRACTOR in terms hereof (including but not limited to OWNER's entitlements under Clause **23.7** and Clause **40.9** hereof) or otherwise, be entitled to discount from the CONTRACTOR a Price reduction in the amount equivalent to **1% (one percent)** of the Lumpsum Price for each week or part thereof that the said taking over possession of any works is delayed beyond the period of **7(seven) days** specified above, subject to a maximum of **5% (five percent)** of the Lumpsum Price.

40.8 Notwithstanding anything provided in Clause **40.5** hereof, the OWNER shall have the right at any time prior to the removal of the same from the job site, to take possession of such of the CONTRACTOR's goods or equipment at any and all job sites as the OWNER shall deem fit, and the CONTRACTOR shall be entitled to compensation for any such goods or equipment taken over at cost thereof to the CONTRACTOR or depreciated value thereof in the case of equipment, whichever shall be less, such cost or value not to include the cost of transport, carriage or handling or storage, but to include the cost of freight to India on imported goods. The cost of goods and/or depreciated value of equipment taken over as determined by the E-I-C shall be final and binding upon the CONTRACTOR.

40.9 Upon termination of the Contract, the OWNER shall be entitled at the risk and expenses of the CONTRACTOR in all respects to either engage one or more contractors to complete the work and/or supplies and/or to redesign, reperform and/or redo and/or to alter, modify and/or replace the materials supplied by the CONTRACTOR and/or supply other materials or substitutes to the extent necessary to setup, install , erect, establish and operate the Unit and tools and spares in accordance with the Contract and/or to complete the works in accordance with the Contract, notwithstanding that the contractor(s) so engaged shall adopt design and/or processes or methods or materials different from those proposed or projected and/or adopted by the CONTRACTOR for any purpose. Contractor's liability under clause 40.9 shall be limited to 50% (Fifty percent) of the Lumpsum price

In case contract awarded for the tendered work have to be terminated due to CONTRACTOR's default and a separate tender have to be floated to get the remaining/ complete work executed, such defaulting CONTRACTOR will not be considered for tenders issued for the refloated works of same project.

40.10 In addition to rights under clauses **40.8** and **40.9**, the OWNER shall, upon termination of the contract have an option to take over from the CONTRACTOR, in whole or part, any subsisting order or sub-contract entered into by the CONTRACTOR in or relative to performance of the CONTRACTOR's obligations under the contract, for which purpose the provisions here of shall operate as an assignment by the CONTRACTOR to OWNER of the orders and sub-contract opted to be taken over by the OWNER, with right in the OWNER as attorney for and on behalf of and in the name of the CONTRACTOR to sign, execute and/or deliver any document, notice or other communication as may be required under the law applicable to the relative contractor order to complete the assignment there of in favour of the OWNER, and the provisions hereof shall constitute appropriate appointment by the CONTRACTOR in favour of the OWNER in this behalf, with right in the OWNER to act in this behalf through any of its directors or officers.

40.11 No amount shall be due and payable to the CONTRACTOR upon or in the event of termination of the Contract unless and until the entirety of the works as contemplated in the scope of services and the entirety of the supplies as contemplated in the scope of supplies shall have been completed in all respects and all payments finally due on any account to the OWNER and/or other contractor(s) in respect of the balance works and supplies have been finally settled and the OWNER has been discharged from all liabilities in respect thereof.

40.12 If upon the satisfaction of the clause **40.9** and **40.11** hereof there shall remain in the hands of the OWNER any excess/balance after all accounting and adjustment of all dues from the CONTRACTOR to the OWNER, the OWNER shall forthwith pay over the excess/balance to the CONTRACTOR and in the event of the security deposit and other dues of the CONTRACTOR in the hands of the OWNER being insufficient to meet the dues of the OWNER as aforesaid, the CONTRACTOR shall forthwith on demand by the OWNER pay the OWNER the shortfall. For calculating the excess/balance aforesaid in the hands of the OWNER any price discount or adjustment due to the OWNER from any other contractor under the provisions of Clause **23.7** hereof for any equivalent or similar provisions in the Contract in this behalf between the OWNER and the other CONTRACTOR shall not be reckoned.

40.13 **Termination for Convenience:** As per Clause No. **10 of SCC/ Clause 42 of GCC**

40.14 Notwithstanding anything to the contrary contained in this Contract, any termination pursuant to the provisions of this Contract shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Contract. All rights and obligations of either Party under this Contract, shall survive the termination to the extent such survival is necessary for giving effect to such rights and obligations.

40.15 In the event of termination of this Contract and settlement of all outstanding amounts and dues of the Contractor until such date, the Owner shall return the CPBG and bank guarantee / corporate guarantee provided under Clause **34.6.6**, unless already encashed or returned in accordance with the provisions of this Contract.

41.0 **PERSONAL ACTS AND LIABILITIES**

Provision of Clause No. **31 of GCC** stands modified to the following extent:

The CONTRACTOR shall not be entitled to any increase in the rate(s) mentioned in the Price Schedule or in any of them or to any other payment, right, benefit or claim whatsoever by reason of any representation, explanation, statement, assurance or understanding given or alleged to

have been given to him by the E-I-C or authorised representative of the OWNER, nor shall any director, officer or other employees or the E-I-C or authorised representative of the OWNER be personally liable for or in respect of any representation, explanation, statement or assurance or understanding given or alleged to have been given by him to the CONTRACTOR or any other person relative to the contract, nor shall the OWNER be responsible in respect thereof unless the same has been jointly signed by the CONTRACTOR and the OWNER as an agreed variation or amendment to Contract.

42.0 LABOUR LAWS AND REGULATIONS

Provision of Clause No. **89 of GCC** stands modified to the following extent:

42.1 The CONTRACTOR shall be responsible for strict compliance of and shall ensure strict compliance by its sub-contractors, servants and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the CONTRACTOR/sub-contractors and their respective employees and/ or otherwise concerning labour, social welfare and provident fund, pension, bonus, gratuity and other benefits to employees. Without prejudice to the generality of this provision, the CONTRACTOR shall comply with and ensure that his subcontractors and other agencies employed by him comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Mines Act 1952, **The Child Labour (Prohibition & Regulation) Act 1986**, Contract Labour (Abolition & Regulation) Act 1970, Payment of Bonus Act, Gratuity Act, Factories Act and the Employees Provident Fund and Miscellaneous Provisions Act 1952 and Employees State Insurance Act 1948, as amended from time to time and all rules, regulations and schemes framed thereunder from time to time.

42.1.1 In addition, the CONTRACTOR shall abide by and observe the provisions of Applicable Law including:

(i) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979,

(ii) The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996,(BOCW)

(iii) The Building and Other Construction Workers' Welfare Cess Act, 1996,

(iv) The Child Labour (Prohibition and Regulation) Act, 1986.

42.1.2 Building and other Construction Worker Welfare CSS Act, 1996 and the rules framed there under shall be applicable for the job and the Contractor shall be responsible to comply with all provisions of the same. The Cess as per the Act shall be deducted at source from the Bills of the Contractor by the Owner/Engineer-in-Charge as per prevailing rate. The Cess collected shall be remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The Contractor shall be responsible to submit final Assessment Return of the Cess amount to the Assessing Officer after adjusting the Cess deducted at source. BOCW Cess will be deducted at applicable rate and deposited with appropriate authorities as per Statutory Provisions as may be applicable.

Presently, BOCW Cess @ 1% of the Total basic value of the Contract excluding GST (SP-0 price) will be applicable. 1% of BOCW shall be deducted from each running bill.

42.1.3 To this end, the CONTRACTOR shall as a document to be submitted to the E-I-C for the Completion Certificate under Clause 32.2 hereof, submit to the E-I-C satisfactory proof of having paid in full the cess payable with respect to the contract under the BOCW Act, 1996.

42.2 The contractor and sub-contractor(s) of the CONTRACTOR shall obtain from the authority(ies) designated in this behalf under any applicable law, rule or regulation (including but not limited to) the Factories Act and Labour (Abolition and Regulation) Act, 1970 (in so far as applicable) any and all such licence(s), consent(s), registration(s) and/ or other authorisation(s) as shall from time to time be or become necessary for or relative to the execution of the work or any part or portion thereof or the storage or supply of any material(s) or otherwise in connection with the performance' of the Contract and shall at all times observe and ensure due observance by the sub-contractors, servants and agents of all terms and conditions of the said licence(s), consent(s), regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto Without prejudice to the generality of this provision, the CONTRACTOR shall obtain and ensure that his sub-contractors and other agencies employed by him on the Work, obtain a valid

Licence under the Contract Labour (Regulation & Abolition) Act, 1970 and shall duly and faithfully observe and comply with the provisions of the **The Child Labour (Prohibition & Regulation) Act 1986**, Contract Labour (Regulation & Abolition) Central Rules 1971 and other Central and State Rules as amended from time to time and applicable to the work, and shall duly, promptly and faithfully maintain and/ or cause to be maintained all records and facilities required to be maintained and or provided in terms thereof or any licence granted thereunder.

42.3 The CONTRACTOR shall ensure that wages are paid by himself or by his sub-contractors to their workmen directly without the intervention of any Jamadars or Thekedars and that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen.

42.4 The OWNER shall be entitled at all times to carry out any check(s) or inspection(s) of the CONTRACTOR's facilities, records and accounts to ensure that the provisions aforesaid are being observed by the CONTRACTOR and the sub-contractors and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall, without prejudice to any other rights or remedies available to the OWNER, constitute a ground for termination of the Contract as though specifically set forth under Clause **40.1** thereof.

42.5 Nothing in the Contract Documents stated shall anywise constitute any workman/employee of the CONTRACTOR or any sub-contractor as or to be a workman/employee of the OWNER, or place obligation or liability in respect of any such workman/employee upon the OWNER.

42.6 The CONTRACTOR shall not employ in connection with the work any person below the prohibited age of employment.

42.7 The establishment of the CONTRACTOR and its sub-contractors shall be duly registered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 and the CONTRACTOR shall duly and timely pay and ensure payment by its subcontractors of contributions and its/their employees to the Government Authorities prescribed under the said Acts and any schemes framed thereunder in respect of all labour employed by it/them for the execution of the contract. Copies of challans/receipt of such payments along with the list showing persons employed together with emoluments paid for the purpose of P.F. deductions shall be submitted to the OWNER before the end of every calendar months. In case the Provident Fund Authority's receipted challan referred to above are not furnished, the OWNER shall deduct **5% (five percent)** of the payable amount from the CONTRACTOR's running bill for services and retain the same as a security for the payment of the Provident Fund. Such retained amounts shall be released to the CONTRACTOR only on production of challan/receipts of the Provident Fund Authority for the period covered by the related deduction.

42.8 On receiving information of any breach, non-fulfilment and/or non-observance by the CONTRACTOR and/or his sub-contractors and other agencies engaged by him in connection with the Works or any of the provisions or requirements of any of the Labour Laws, rules and regulations and/or as to the inaccuracy of any of the returns or statements furnished by the CONTRACTOR and/or his sub-contractors and/or any records or accounts maintained by any of them with respect to which the OWNER as the principal employer or otherwise can have a liability, the OWNER shall be entitled to deduct from the bills and any amounts due or becoming due to the CONTRACTOR, under this or other contract(s) with the CONTRACTOR, any sum(s) required or estimated to be required, in its judgement which shall be final and binding on the CONTRACTOR, for making good or compensating for the liability or possible liability of the OWNER by reason of the said breach, non-fulfillment or non-observance and/or inaccuracy aforesaid.

42.9 The CONTRACTOR shall indemnify and keep indemnified the OWNER from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions hereof and/ or against any claim, action or demand by any workman/ employee of the CONTRACTOR or any subcontractor and/or from any liability anywise to any subcontractor under any law, rules or regulation having the force of law including (but not limited to) claims against the OWNER under the Workmen's Compensation Act 1923, the Employees Provident Funds and Miscellaneous Provisions Act 1952, the Employee's State Insurance Act 1948, the Contract Labour (Abolition & Regulation) Act 1970 and/ or The Child Labour (Prohibition & Regulation) Act 1986 and BOCW Act.

42.10 The CONTRACTOR and his sub-contractors and agents employed by him for and/or in the performance of the Works shall strictly abide by and observe the provision of the "Labour

Compliancesat Project site" as set out in **Annexure- XV** to SCC, which shall be binding on the CONTRACTOR, his sub-contractors and agents.

42.11 **Deleted.**

42.12 In the event of irreconcilable conflict between the provisions of **Annexure- XV** to **SCC** and any applicable law, rule or regulation, the law, rule or regulation, then the later shall prevail over and above the provisions of **Annexure- XV** to **SCC** , as the case may be, and shall be complied with.

43.0 **RISK, ACCIDENT AND DAMAGE**

43.1 The CONTRACTOR shall take due precaution to avoid damages to any pipelines, Railway lines, roads, canals, cables, culverts, bridges, drains, sewer, telegraph and telephone lines, water mains, dykes, poles, pillars, fences, wires, supports and embankments and other underground or over ground works, structural or constructions whatsoever and shall at his own cost and initiative forthwith restore and repair any damage thereto to the satisfaction of OWNER and/or the person or authority concerned relative to the line, pipe or other works, construction of installation as the case may be.

43.2 The CONTRACTOR shall be responsible at his own cost in and relative to performance of the work(s) and contract to observe and to ensure observance by his sub-contractor's agents and servants, of the provisions of the safety code as hereinafter appearing and all fire, safety and security instructions and regulations as may be prescribed by the OWNER, the Central Government or any State Government, any Marine or Port Authority or any other body or authority legally authorised to issue such instructions or regulations, from time to time and such other precautions and measures as shall be necessary, and shall employ/deploy all equipment necessary to protect all works, materials, properties, structures, equipment, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire, collision or explosion) and shall during construction and other operations, minimise the disturbance and inconvenience to the OWNER, shipping, transportation, the public and the adjoining land and property of the OWNER and occupiers, and crops, trees and vegetation.

43.3 The CONTRACTOR shall indemnify and keep indemnified the OWNER and their employees, directors and representatives from and against all losses and damages (including relative to any gas, crude oil, refined products and other commodities lost) and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the OWNER, as the case may be, by virtue of any loss, alteration, displacement, disturbance or destruction or accident to any vessel, works, material, property, structure, equipment, installation, communication and facility and land and property of the OWNER and occupiers and crops, trees and vegetation as aforesaid, with the intent that the CONTRACTOR shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid directly or indirectly from any breach by the CONTRACTOR of his obligations aforesaid or upon any operation, act or omission of the CONTRACTOR, his Sub-contractor(s) or his or their agent(s) or servant(s).

44.0 **INDEMNITY**

The Provision of Clause No. **91 (i)** and **(iii)** of GCC shall be read in conjunction with the following:

44.1 The CONTRACTOR shall at all times indemnify and keep indemnified the OWNER and their officers, servants, agents, directors, representatives from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/or to property or person of any Subcontractor and/or the servants/agents of the CONTRACTOR or any Subcontractor(s) and/or the OWNER) arising out of any act or omission of the CONTRACTOR and the CONTRACTOR shall at his own cost and initiative at all times upto the successful conclusion of the defect liability period specified in Clause **33.1** hereof take out and maintain all insurable liabilities under this Clause, 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) approved by the OWNER, and such policy(ies) shall be of not lesser limit then the limits hereunder specified with reference to the matters hereunder specified, namely.

a) Workmen's Compensation Insurance to the limit to which compensation may be payable under the laws of the Republic of India.

b) Deleted

44.2 Should the CONTRACTOR fail to take out and/or keep afoot insurance as provided for in the foregoing clause the OWNER shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the CONTRACTOR, and without prejudice to any other rights or remedies of the OWNER in this behalf, to deduct the sum(s) incurred therefore from any amounts howsoever becoming payable to the CONTRACTOR.

44.3 In addition, the CONTRACTOR shall protect, defend, indemnify and hold the OWNER and their officers, servants, agents, directors, representatives harmless from and against:

a) Any and all losses arising directly or indirectly from or incurred by reason of the acts or omissions of the CONTRACTOR, its Affiliates, Subcontractors or Suppliers or any of the irrespective officers, directors, employees, servants or agents in the performance of CONTRACTOR's obligations under this Contract, whether or not resulting from any defect in or condition of the premises on which the Works are or are to be performed, or any equipment thereon or any materials furnished by OWNER, including any losses arising from or in respect of or in consequence of any illness, accident or injury to any employees, directors, servants or agents of the CONTRACTOR, its affiliates, subcontractors or suppliers.

b) Any and all losses, arising directly or indirectly from or incurred by reason of claims or sanctions or penalties imposed by any Governmental Authorities or others for any actual or asserted failure by the CONTRACTOR or its affiliates, sub-contractors or suppliers or any of their respective officers, directors, employees, servants or agents to comply with any applicable law or applicable consent(s), sanction(s) and/or authorization(s) or with any rules or regulations applicable to it or them or to obtain or maintain any such consent, sanction or authorization.

c) any and all losses, arising directly or indirectly from or incurred by reason of any failure of CONTRACTOR or any sub-contractor or supplier (i) to pay any taxes relating to income or any other taxes required to be paid by such person (ii) to pay any amounts in respect of taxes which are to be paid by such person in connection with the performance of its obligations relating to this Contract or (iii) to file tax returns as required by applicable laws or comply with reporting or filing requirements under applicable law relating to taxes or (iv) arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of such person to any competent authority in respect of taxes (nothing in this clause shall restrict any person's right to bonafide contest the amount of any tax or other liability owed to a competent authority provided such contest is bonafide and made in good faith); and

d) any and all losses arising directly or indirectly from or incurred by reason of hazardous materials introduced to the job site or works or any other location by the CONTRACTOR, its affiliates, sub-contractors or suppliers or its or their agents in or in connection with the performance of the Contract.

45.0 EFFECTS OF INSURANCE

45.1 The obligations of CONTRACTOR to indemnify and hold harmless the OWNER under the Contract shall not be limited or reduced to any insurance provided pursuant to the Contract or otherwise, provided always that the proceeds of any such insurance shall in the first instance be applied to meet the obligations of the CONTRACTOR under the relative indemnity(ies).

46.0 LIMITATION OF LIABILITY

Limitation of Liability shall be as per Clause 97 of GCC

46.1 Except as otherwise specified in the Contract: (a) the CONTRACTOR accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works; (b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and (c) the scheduled completion date in accordance with the Project Schedule shall not be adjusted to take account of any unforeseen difficulties or costs. For the purposes of this Clause, unforeseeable difficulties include physical conditions like man-made or natural physical conditions including sub-surface and hydrological conditions which the CONTRACTOR encounters at the Site during execution of the Works.

47.0 TRAINING OF APPRENTICES

Provisions of **Clause No. 90 of GCC** shall be read in conjunction with the following:

The CONTRACTOR shall if so required under Applicable Laws, himself engage and/or procure engagement by his subcontractor(s) of such number of apprentices and for such period as may be required in this behalf in accordance with the provisions of the Apprentices Act, 1961 and any other act, rule and/or regulation having the force of law, regulating upon the employment of apprentices, and the CONTRACTOR shall be responsible at his own cost and initiative and without entitlement to any extra compensation or remuneration from the OWNER in this behalf, to fulfill all obligations of the employer under the said Act, including liability for payment to apprentices as required thereunder.

48.0 RECORDS AND INSPECTION

48.1 The CONTRACTOR shall if and when required by the E-I-C relative to the execution of the Contract produce or cause to be produced before the E-I-C or any other person designated by the E-I-C in this behalf, for examination, any records and documents in the possession of the CONTRACTOR or any subcontractor or subsidiary or associated firm or company or the CONTRACTOR or any sub-CONTRACTOR, and/or copies or extracts thereof and/or other information or returns relative thereto. Such returns shall be verified in the manner prescribed by the E-I-C or other officer aforesaid designated in this behalf. The CONTRACTOR shall in addition produce and/or caused to be produced before the E-I-C or any other person designated by the E-I-C in this behalf, for examination any vouchers, bills and orders etc. required for verifying or ascertaining the cost of any material, labour, service or item or thing, to calculate any monies payable under the Contract for which item rates are not mutually agreed. The decision of the E-I-C as to whether any book, record, document, information or return is relevant for any of the purpose aforesaid, shall be final and conclusive.

49.0 PATENTS AND ROYALTIES

Provision of Clause No. **43.1 of GCC** stands modified to the following extent:

49.1 The CONTRACTOR undertakes that all equipment, machinery, instruments and materials used or supplied by the CONTRACTOR or methods or processes practiced or employed by the CONTRACTOR in the works shall not be covered by any third party patent, design or other rights, with the intent that the OWNER shall be entitled to the unfettered use of and right to the same and any subsequent works in which the same are incorporated without any third party right, claim or entitlement.

49.2 If any equipment, machinery, instruments and/or materials, used or supplied by the CONTRACTOR, or methods or processes practiced or employed by the CONTRACTOR in the performance of this contract or resultant works, is/are covered by a patent, design or other rights under which the CONTRACTOR, is not licensed, the CONTRACTOR shall before supplying or installing or using or employing or practicing the same obtain such license(s) and pay such royalty(ies) and license fees as may be necessary in connection with the performance of this contract. In the event that the CONTRACTOR fails to pay such royalty or obtain such license, the CONTRACTOR shall defend at its own expense, any suit for infringement of patent, design or other right which is brought against the CONTRACTOR and/or the OWNER as a result of the failure, and shall pay any damages and costs awarded in such suit and shall keep the OWNER indemnified from and against all other consequences thereof, including (but not limited to) the costs incurred by the OWNER relative to such proceedings and in obtaining legal advice or opinion(s) relative to such proceedings, and shall perform all remedial and consequent works as shall be necessary, and the provision of Clause **49.3** shall mutatis mutandis apply.

49.3 Forthwith upon the CONTRACTOR acquiring any knowledge or information of any patent, design or information or other right in respect of which a claim for infringement of patent, design or other right could be brought involving any equipment, machinery, instrument or materials used or supplied by the CONTRACTOR or methods or processes practiced or employed by the CONTRACTOR in the performance of the contractual works, the CONTRACTOR shall notify the OWNER in respect thereof and shall, at its own cost and initiative take such steps as shall be necessary to procure the relative rights or licenses, or compound the relative claims, and/or shall at his own cost and initiative re-design, re- fabricate, re-supply, re-place and/or install, as the case may by alternative systems and works necessary to avoid such patent, design or other rights within the CONTRACTOR's scope of work and within the time for completion in this behalf prescribed in the contract documents, without entitlement to any additional remuneration in respect thereof, and the CONTRACTOR shall, meanwhile, keep the OWNER

indemnified from and against all consequences and liabilities and losses, claims and damages whatsoever. Excluded from the scope of this indemnity is any patent, design information or other right arising out of work done or performed or materials supplied strictly in accordance with the process design provided by the Process Licensor within the exclusive scope of the Process Licensor.

49.4 As between the Parties, the Contractor shall retain the copyright and other Intellectual Property rights in the Contractor's documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing this Contract) to give to the OWNER a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the documents and designs, including making and using modifications of them. This licence shall: (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor.

50.0 ARTICLES OF VALUE FOUND

As per **Clause No. 60** of GCC

51.0 MATERIALS OBTAINED FROM DISMANTLING

The phrase “and will be disposed off to the best advantage of the Owner” against Clause No. **59** of GCC stands replaced by “Serviceable items of dismantled materials to be properly stored or transported to designated location as per the instructions of E-I-C/OWNER”.

52.0 LIENS AND LIABILITIES

Following has been added after Clause No. **44.1 of GCC**:

In case contractor fails to make such payment within **10 (ten) days** or demand by the OWNER in this behalf, shall be liable to pay interest on the amount due from the date of demand upto and until the date of payment in full at the SBI base rate plus 1%(one percent) per annum at time of payment and the provisions hereof (insofar as such notice shall be deemed to be necessary in addition to the contractual provisions herein) shall be deemed to constitute a notice for the payment of interest under the provisions of the Indian Interest Act,1978.

53.0 COLLECTION OF INDEBTEDNESS

53.1 Without prejudice to any other rights or remedies of the OWNER and in addition to any other provisions thereof, the OWNER shall be entitled to deduct out of the CPBG or the proceeds of any Bank Guarantee or any monies for the time being of the CONTRACTOR in its hands and any payment then due or becoming due to the CONTRACTOR on any account, any and all amounts claimed by the OWNER from the CONTRACTOR arising out of or in connection with the Contract.

53.2 Where the OWNER makes any deduction pursuant to the provisions of Clause **53.1** hereof, the OWNER shall furnish to the CONTRACTOR all details of the deduction(s) with copies of the documents, if any, in support of the deduction(s).

54.0 LIABILITIES OF SUB – CONTRACTOR (S)

54.1 Without prejudice to any other liabilities or obligations of the CONTRACTOR relative to Sub-contractor(s) in terms hereof or otherwise, the CONTRACTOR shall require every Sub-contractor to whom any portion of the work to be performed under the contract has been sub-contracted, to comply with the provisions of the Contract insofar as applicable to each Sub-contractor, and the CONTRACTOR shall hold the OWNER and its officers, servants, agents, directors, representatives harmless and indemnified, from and against any and all penalties, actions, claims and demands and costs, charges and expenses whatsoever arising out of or occasioned by failure of the CONTRACTOR or any Sub-contractor(s) to fully and properly comply with any of the terms and conditions of Contract.

55.0 CONFIDENTIAL HANDLING OF INFORMATION

55.1 The CONTRACTOR and his employees, agents and Sub-contractors and employees and agents of the Sub-contractors shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs, data, reports, tests, specifications, methods and other information developed or

acquired by the CONTRACTOR from or by means of the tender documents or any facility extended to the CONTRACTOR pursuant thereto or the award or performance of the contract or any of them or otherwise disclosed or made available to the CONTRACTOR or any aforesaid persons and without prejudice to the generality of the foregoing, the CONTRACTOR, its subcontractor(s) and their respective employees and agents shall not report, disclose or reproduce the same in any book, article, speech or other publications, provided always that, the OWNER may, upon application by the CONTRACTOR to the OWNER in this behalf, permit report, disclosure or reproduction of the same in any book, article, speech or the publications if it is satisfied that this would not involve the disclosure of any classified or other proprietary information which would not be in the interest of public or security to disclose and/or which should not be in breach of any obligation of confidentiality.

55.2 Application for such consent shall be submitted to the OWNER in writing outlining the intended use of the relative material and shall be submitted to the OWNER at least one month prior to the expected use accompanied by the text of the relative publication in which it is sought to be used. Photographs should be accompanied by their caption. An application shall not be understood to have been permitted unless expressly permitted in writing by the OWNER.

56.0 WAIVER

56.1 It shall always be open to the OWNER, by written communication to the CONTRACTOR, to waive in whole or part any right or the enforcement of any right or remedy which the OWNER may have against the CONTRACTOR or of any obligations which the CONTRACTOR may have hereunder, provided always that:

56.1.1 No waiver shall be presumed or inferred unless made in a written communication addressed by the OWNER to the CONTRACTOR and specifically communicated as a Waiver;

56.1.2 No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the OWNER to insist upon the strict adherence of the attendant obligations of the CONTRACTOR and/or the future enforcement of the right by the OWNER in respect of the same and/or any other dependent obligation.

57.0 CONTRACTOR'S ESTABLISHMENT

57.1 It is understood that the establishment of the CONTRACTOR (and any of their Sub-contractor's) constitutes an independent establishment involved inter-alia in undertaking works and/or services for others of the nature and kind forming the subject matter of the Contract. It is consequently understood that all the employees of the CONTRACTOR (and any of their Sub-contractor's) are the employees of the independent establishment of the CONTRACTOR or Sub-contractor (as the case may be) who have been and will be appointed solely for and/or with reference to the work of that establishment, and have not been and will not be appointed specifically or otherwise for the sole purpose of the work covered by the present Contract. To this end, each CONTRACTOR (and their Subcontractor) shall issue to each of its employees deputed to the job-site to perform any work in relation to the Contract, a regular letter of appointment for employment in the CONTRACTOR's/Sub-contractor's independent establishment, with authority in the CONTRACTOR/ Sub-contractor to employ or depute him for or in relation to any work or engagement assumed by the CONTRACTOR/Subcontractor from time to time in the course of its business and the production of a certified copy of each letter of appointment duly acknowledged by the concerned employee shall be a pre-condition for the issue of a Gate Pass to any employee of the CONTRACTOR/Sub-contractor into any area, the entry to which is restricted by the OWNER.

57.2 OFFICE ACCOMMODATION, SERVICES AND FACILITIES FOR PMC / OWNER'S PERSONNEL AT BIDDER'S WORK STATIONS/OFFICES

At any stage during the currency of Contract, in case if so required, PMC/OWNER may depute their Personnel (maximum 10 Numbers at one occasion) to CONTRACTOR's Home Office in India/Abroad for expediting/reviewing the Design & Engineering Jobs or for any other specific job in connection with the subject Contract. This shall include the Offices (In India/ Abroad) of CONTRACTOR's Design/Engineering Consultant, Supplier(s), Vendor(s) etc. Normally such deployment/deputation shall be for shorter durations only. In such situations, CONTRACTOR shall ensure that the PMC/Owner's Personnel are facilitated with necessary Office Space, Office furniture & equipment, communication facilities including High Speed Internet, other office supplies etc. which are reasonably required for the effective completion of the intended job of PMC/Owner's personnel. Also, facilities and assistance for Printing, Photocopying and Scanning

shall be ensured by the CONTRACTOR. Further, the CONTRACTOR shall ensure that the common facilities like Canteen Services, Courier Services, Clerical/Secretarial Services etc. are also provided to the Personnel during such a period(s) of their deputation/deployment to the concerned Offices.

58.0 OBSERVANCE OF ENVIRONMENTAL REGULATIONS AND ENVIRONMENTAL PROTECTION.

58.1 The CONTRACTOR shall ensure that its servants and agents and subcontractors and their servants and agents shall duly comply with all environmental laws, rules and regulations and the conditions of any permit, permission, consent and/or no-objection granted in this behalf by any authority with respect to or concerning the work, and shall independently so organise and conduct its operations and cause its sub-contractors to so organise and conduct their operations as not to cause any hazard or pollution to health, life, property or environment including (but not limited to) discharge of any noxious substance or effluent into the atmosphere or into the earth or into any drain, canal, stream, river, pond, lake or other water body.

58.2 The CONTRACTOR shall indemnify and keep indemnified the OWNER and their officers, servants, agents, directors, representatives from and against the breach, non-observance, infraction or dereliction of any of the provisions of Clause **58.1** hereof, and against any and all claims, actions or proceedings, prosecutions and liabilities, and losses and damages, and costs (including legal costs), charges and expenses whatsoever suffered or incurred or instituted against the OWNER as the case maybe.

58.3 Advisory Guidelines on environmental criteria which contractors to follow shall be as per **Annexure-XXI of SCC**.

59.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES

59.1 Within **2 (Two) Months** from the date of issue of Letter of Acceptance (LOA), the CONTRACTOR shall, in so far as necessary, register itself and the Contract at its own cost with the Reserve Bank of India (RBI), Income Tax, GST and other statutory authorities as required under the rules and regulations governing in India. A copy of all documents related to all such registrations shall be submitted to the OWNER for record.

59.2 Immediately after notification of the LOA, the FOREIGN CONTRACTOR shall, in so far as necessary obtain permission for opening of office(s) in Kochi, Kerala, India from the RBI.

59.3 CONTRACTOR to obtain GSTIN registration at the location where Works Contract Services are to be performed or carried out. In case of other type of services, bidder is requested to obtain GSTIN in the state where job is required to be carried out/ executed. The bidder shall indicate in its bid the Goods & Service Tax registration No.

60.0 STATUTORY APPROVALS

60.1 Unless otherwise specified, it shall be the CONTRACTOR's sole responsibility to obtain all approvals from any authority (except for environment clearance) 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 (as defined in CONTRACTOR's scope under Technical Scope of 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 been titled to any extension of time for any delay in obtaining such approvals.

60.2 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.

60.3 Statutory Approval of Oil Industry Safety Director (OISD) is also required to be taken by the CONTRACTOR and any deficiency(ies) as pointed out by Internal, Third party and OISD audit team shall be rectified by the CONTRACTOR within the scope of relative supply and/or Work at no extra cost to the OWNER.

60.4 No extension of time shall be granted for meeting the requirement and/or obtaining approval of statutory authorities.

60.5 Statutory fees paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.

61.0 RENTS & ROYALTIES

61.1 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 and the price quoted shall be deemed to be inclusive of such payment.

61.2 The Contract Price shall include the royalty on different applicable items as per the prevailing State Government rates. In case OWNER is able to obtain the exemption of royalty from the State Government, the CONTRACTOR shall pass on the same to the OWNER for all the items involving royalty. Any increase in prevailing rates of royalty shall be borne by the CONTRACTOR at no extra cost to the OWNER.

62.0 UTILISATION OF LOCAL RESOURCES

62.1 The CONTRACTOR shall ascertain the availability of local sub-Contractor's and skilled/unskilled manpower and engage them to the extent possible for performance of the works. Contractor to follow Government Regulation if any for utilisation of local resources.

62.2 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.

63.0 GOVERNMENT REGULATIONS

The CONTRACTOR shall comply with and ensure strict compliance by his/its subcontractors, servants and agents of all applicable Central, State, municipal and local laws and regulations of any Central, state or local bodies and authorities and undertakes to indemnify the OWNER and their officers, servants, agents, directors, representatives, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation by the contractor or its sub contractors or agents or by the respective personnel of any law, rule or regulation whatsoever and from and against all actions, claims and demands arising there from and/or relative thereto.

64.0 TERMS OF PAYMENT

64.1 For Payment terms refer Annexure-**X** of this Special Conditions of Contract.

65.0 INSURANCE

The Provisions of the Clause No. **87** of GCC with respect to Insurance of materials for permanent incorporation and services stand partially modified to the following extent:

65.1 Owner shall take Comprehensive Project Insurance covering all aspects of the Project construction including Procurement, Fabrication, Construction, Offsite storage, Testing & commissioning and contractor and sub-contractor of any tier shall be covered for on-site activities only with respect to Project Value. Contractor is not supposed to take any Project Insurance nor Marine policy. This policy will also cover Third Party Liability arising out of bodily injury and/or property damage to Third Party only.

65.2 Owner's policies will absolutely exclude the following for which contractor shall take adequate insurance:

a) Cover for Contractor's Plant & Machinery used for construction

b) Liability arising out of above equipment

c) Cover for Employees/ workers of the Contractor

d) Any statutory insurance like motor insurance for the vehicles used by contractors

e) Cover for any vessels used for construction activities by the contractor including any associated liabilities

f) Cover for any aircraft or helicopter and/or aviation assets used for construction activities by the contractor including any associated liabilities

g) Cover for Professional Liability Insurance for design, project management, detailed engineering, design & build activities by the contractor and/or any consultant

h) All **uninsured costs** in the Owner's policies primarily EAR, Marine, Third Party Liability **either due to application of** exclusion, deductible or limits, will be borne by the contractor.

65.3 **Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of Owner. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to EIL in this respect and Contractor shall suitably consider the same in their bid.**

Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years.

65.4 **Contractor shall submit to BPCL /EIL copies of all insurance policies taken by them for the contract.**

65.5 CONTRACTOR shall also obtain all insurance as stipulated in the GCC including Clause no **44.0** (Indemnity) of the SCC.

65.6 Although the insurance is taken by the OWNER as mentioned in the bidding document, any theft/loss/ damage of OWNER consigned materials/ equipment (issued as free issue basis) while in custody of the CONTRACTOR during the execution of the contract, the contractor shall be responsible for the watch and ward and safety and security of Material. Storage and safe custody of all materials shall be the sole responsibility of the contractor. After the materials have been delivered by the Owner to Contractor, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost, according to the directions of E-I-C. CONTRACTOR shall not be entitled to for any extension in time. The CONTRACTOR shall be solely responsible for the consequences such as delay in project schedule and implication of any penalty thereof. In such eventuality, the contractor shall promptly take all necessary corrective action at his own cost to arrest the delay in Project Schedule. As such, the CONTRACTOR for its own interest shall keep and maintain all security measures as deemed necessary at all times and the quoted price shall include such provisions.

65.7 BPCL shall not be liable for any loss or costs that fall within the deductibles or are outside the insurance policies. The Contractor further releases, assigns and waives any and all rights of recovery against BPCL, other parties as reasonably requested by BPCL and their affiliates, subsidiaries, successors, permitted assigns, insurers and underwriters, and against other contractors and sub-contractors participating in the overall project.

65.8 The Contractor shall ensure that BPCL, and their assignees, subsidiaries and affiliates, will be included as Co-assured parties in each of the insurance policies they purchase with the exception of Auto liability.

65.9 Contractor to include a waiver of subrogation in favour of BPCL including its subsidiaries, affiliates as well as lenders in all their policies except Automobile liability Policy. EIL and consultants can also be included for their site activities only.

65.9.1 All insurance policies, except Automobile liability Policy, in respect of the insurance obtained by the Contractor pursuant to this Clause shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the OWNER, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

65.10 The Contractor shall keep BPCL and any other Insured Party, as may be required by BPCL, advised of any claim and informed of the progress and outcome of such claim under the insurance policies described above. The Contractor shall render all assistance and cooperation to BPCL as may be required to facilitate any insurance claim under the insurance policies.

65.11 It will be the responsibility of the contractor to comply with insurance warranties and subjectivities for all insurance policies including those purchased by BPCL. The responsibility of compliance with insurance warranties, subjectivities, conditions rests with the contractor.

65.12 All insurances obtained by the CONTRACTOR in accordance with this Clause shall be maintained with insurers on terms consistent with Good Industry Practice. **Within 20 (twenty) days** from the date of execution of this Contract, the CONTRACTOR shall furnish to the OWNER notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of **at least 45 (forty-five) days** after notice of such proposed cancellation, modification or nonrenewal has been delivered by the CONTRACTOR to the OWNER.

65.13 If the CONTRACTOR shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the OWNER shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the CONTRACTOR, or in the event of computation of outstanding dues, treat an amount equal to the insurance cover as deemed to have been received by the CONTRACTOR.

66.0 DELETED

67.0 SUB-CONTRACTING OF CONSTRUCTION WORKS

67.1 Subject to Clauses 25, 26, if the CONTRACTOR is required to engage a Construction Sub Contractor for any part of work then such sub-Contractors shall have prior proven experience of similar work and shall require specific approvals by OWNER after award of this Work.

67.1.1 However, in case a Contractor has been qualified based on experience of an Subcontractor(s) and engagement of such Subcontractor(s)is mandatory in event of award as per provisions of Bidding Document, then separate approval as above is not required. However, the Contractor shall furnish the agreement/ contract with such Subcontractor(s) as per the provisions mentioned elsewhere in the Bidding Document.

67.2 Following the notification of acceptance of Bid the CONTRACTOR will submit to the OWNER for approval, the details of Sub-Contractors as per **Annexure-III to SCC**. CONTRACTOR shall ensure that every competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.

68.0 QUALIFICATION AND EXPERIENCE OF THE SUPERVISORY PERSONNEL

68.1 Qualification and experience of key supervisory construction personnel to be deployed for this works shall be as per **Annexure-IV to SCC.** CONTRACTOR shall submit bio data of key supervisory personnel meeting the requirement of this Annexure after award, which will be reviewed and approved by Engineer-in-charge.

68.2 All key staff employed at the site by the CONTRACTOR shall be considered essential to the performance of the work, and all key staff shall be subjected to approval of OWNER/ E-I-C. However such approval shall not relieve the CONTRACTOR of any of his contractual obligations. No staff including Resident Engineer and other technical supervisory staff shall be removed or transferred from the work with the prior written permission of the OWNER/ E-I-C. The OWNER / E-I-C shall however have the authority to order the removal of staff from site of any undesirable personnel, the replacement of such personnel shall be carried out by the CONTRACTOR within **15 (fifteen) days** from the notification from OWNER/ Engineer-in-Charge. If key staff becomes unavailable for assignment to the work for reasons beyond the CONTRACTOR's control, the CONTRACTOR shall immediately notify the OWNER/ E-I-C to evaluate the impact on the project. Prior to substitution or addition of any key staff, the CONTRACTOR shall obtain OWNER's / Engineer-in-Charge's written consent as to the acceptability of replacements or additions to such personnel. The CONTRACTOR shall at all times be fully responsible for the acts, omissions, defaults and neglect of all his representatives, agents, servants, workmen and suppliers and this of his Sub-Contractors.

68.3 The Contractor shall ensure that the personnel engaged by them or by their Subcontractors for performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Applicable Laws and Good Industry Practice.

69.0 CRITICAL EQUIPMENTS

As per List covered in **Annexure-VI to SCC** and Technical Section of bidding document.

70.0 MAJOR TAGGED EQUIPMENTS

As per List covered in **Annexure-VI** to SCC.

71.0 FREE ISSUE MATERIAL

As per List covered in **Annexure-VII** to SCC.

72.0 REQUIREMENT OF DOCUMENTATION(TECHNICAL)

72.1 The CONTRACTOR shall adhere to the requirements for Documentation as per Technical Section of Bidding Document.

73.0 UNDERGROUND OBSTRUCTIONS:

73.1 Site shall be handed over to the bidder after removal of underground obstructions. However, in case any underground obstructions are encountered by the CONTRACTOR during execution of the job, same shall be cleared off by the CONTRACTOR to the extent required for the execution of the job within the boundary limits defined for the package – with prior intimation to the PMC/ OWNER.

73.2 No time implication is permitted. Cost implication – if admissible, shall be considered at actuals, basis certification of the PMC/OWNER.

74.0 CONSEQUENTIAL LOSSES:

As per Clause No. 97 of GCC, Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

75.0 -DELETED

76.0 ERRANT BIDDER

In case Contract awarded for the tendered works have to be terminated due to Contractor's default and a separate enquiry have to be floated to get the remaining/ complete work executed, such defaulting Contractor will not be considered for enquiries issued for the refloated works of same project.

77.0 CORRUPT AND FRAUDULENT PRACTICES

77.1 The OWNER requires that Bidders/Vendors/Contractors observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.

77.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

77.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

77.4 In case, the information/ document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to OWNER under the contract such as forfeiture of PBG/Security Deposit, withholding of payment etc.

77.5 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Bidder/Vendor/Contractor.

77.6 Further, such Bidder/Vendor/ Contractor shall be put on Holiday/Negative List of OWNER debarring them from future business with OWNER and EIL for a time period, as per the prevailing policy of OWNER and EIL.

77.7 For the purposes of this provision, the terms set forth below as follows:

a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution;

b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of OWNER, and includes collusive practice among

bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OWNER of the benefits of free and open competition.

c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what is purports to be; counterfeit, an imposter.

d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists. Utters any writing which he knows to be false in a manner specified in d) (i) & (ii) above.

77.8 OWNER may terminate the Contract if it discovers subsequently that the CONTRACTOR had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

78.0 SITE ORGANISATION

78.1 The CONTRACTOR shall without prejudice to his overall responsibilities and liabilities to provide adequate qualified and skilled personnel on the work. and augment the same as decided by the E-I-C from time to time depending on the exigencies of work. In addition to this CONTRACTOR shall deploy qualified and experience Safety Supervisors to ensure safer working conditions at site in accordance with Safety Policy/Guidelines attached as **Annexure-IX to SCC** & qualification requirements as per **Annexure-IV to SCC**. In case where the works are Sub-Contracted by the main CONTRACTORs, Safety Supervisors are to be provided by the main CONTRACTOR.

79.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION:

79.1 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in the proper sequence for orderly progress of the work and to ensure that access routes for erecting the other equipment's are kept open.

79.2 Orientation of all foundations, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports and saddles shall be checked by the CONTRACTOR well in advance of the installation. Rectifications, including chipping of foundations, shall be carried out where necessary in consultation with the Engineer-in-Charge. If a structural member needs to be dismantled to facilitate the equipment erection, this shall be done by the CONTRACTOR after ensuring proper stability of the main structure, based on design calculations, safe workloads etc with the approval of Engineer-In-charge. All such dismantled members shall be put back in position to the satisfaction of E-I-C after the completion of the equipment erection.

79.3 During the performance of the work the CONTRACTOR shall at his own cost keep structures, materials and equipment adequately braced by guys, struts or other approved means which shall be supplied and installed by the CONTRACTOR as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by the CONTRACTOR or other agencies.

79.4 The CONTRACTOR shall duly comply with manufacturer(s) recommendations and detailed specifications for the installation of the various equipment and machines.

79.5 Various tolerances required as marked on the drawings and/or in accordance with the specifications and/or instructions of the E-I-C shall be maintained. Verticality shall be verified with the Theodolite and shall be maintained.

79.6 CONTRACTOR shall comply to OWNER's work permit system before any erection activities.

80.0 MECHANISATION OF CONSTRUCTION ACTIVITIES AND MOBILISATION OF CONSTRUCTION EQUIPMENT

80.1 Mechanisation of Construction Activities

80.1.1 The CONTRACTOR shall mechanise the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities.

80.1.2 The responsibilities of CONTRACTOR shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement/operation of cranes and levelling the areas for assembly / erection to ensure effective mechanisation on the works. It shall be the responsibility of the CONTRACTOR to carry out leveling / dressing / grading with a proper approach for the movement of equipment and machinery, at his own cost. No extra payment shall be made by the OWNER for leveling / dressing / grading. The CONTRACTOR shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the CONTRACTOR may have to build temporary access roads to aid his work and the Lumpsum contract Prices shall be deemed to include the same.

80.1.3 For speedy execution of work, CONTRACTOR shall also ensure use of latest computer software for at least the following:

a) Billing
b) Planning & Scheduling
c) Progress Reporting
d) Material Control & Warehousing
e) Safety Records
f) Resource Deployment
g) Communication

80.1.4 CONTRACTOR further agrees that Contract price is inclusive of all the associated costs, which he may incurred for actual mobilization, demobilization required in respect of use of mechanized construction techniques and that the OWNER/ EIL in this regard shall entertain no claim whatsoever.

80.2 Mobilisation of Construction Equipments

80.2.1 The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy minimum construction equipment, tools and tackles and further augment the same depending on the exigencies of work and as decided by the E-I-C so as to suit the construction schedule within scheduled completion date without any additional cost to OWNER. The bidder shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No construction equipment shall be supplied by the OWNER, unless specified by owner specifically in the bidding document.

80.3 Work in Summer/Monsoon Season

80.3.1 In addition to the Clause **Section No. V** –clause no**. 48** of GCC and Clause No. **23.5** of SCC, CONTRACTOR shall submit within 15 (fifteen) days of award of work to the E-I-C / OWNER, his contingency plan for work during monsoon or summers clearly stating their methodology/ strategy to progress uninterruptedly during monsoon mentioning the deployment of resources viz, numbers, capacity, category of Equipment and manpower on a weekly basis for approval and their strategy to progress uninterruptedly during summers mentioning the deployment of adequate resources and utilities. During monsoon and other periods, it shall be the responsibility of the CONTRATOR to keep the construction work site free from water at his own cost by deploying suitable dewatering pumps. During summers and other periods, it shall be the responsibility of the CONTRACTOR to, within the quoted price, make alternative arrangements to cope with such deficiency. The CONTRACTOR shall adhere to provisions specified in **Annexure-IX of SCC and related other clauses** specified in Project Execution Methodology/Philosophy provided elsewhere in bidding document.

81.0 DISTINCTION BETWEEN SUB-STRUCTURE AND SUPERSTRUCTURE

81.1 To distinguish between work in sub-structure and superstructures, the following criteria shall apply:

81.1.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done upto 300 mm level above Highest Pavement Point / Finished Floor Level will be taken as work in substructure and work above this level will be treated as work in superstructures and payments would be made accordingly.

81.1.2 For Buildings only, all works upto level corresponding to finished floor level (Ground Floor) shall be treated as `Work in substructure ' and all works above the finished floor level shall be treated as "Work in superstructure".

81.1.3 Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations, nomenclature and levels given anywhere.

Where not specifically pointed out all works in Cellars/ sumps, Drains, Manholes, Tank Pads, Cable trenches, or such similar item would be taken as work in substructure.

82.0 COMPLETION DOCUMENTS

82.1 The CONTRACTOR shall carryout various tests as called for in bidding document either on field or at outside approved laboratories at his own cost. All test results and related documents shall be submitted in 2 (Two) hard copies plus 4 (Four) soft copies as part of completion documents for the work.

82.2 The following documents in-addition to documents specified in SCC/GCC shall be submitted in hard binder by the CONTRACTOR as a part of completion documents:

a) Test Certificate from manufacturers for all supply material.
b) Welding Procedure Qualification Report and Welder Qualification Report if applicable.
c) Execution drawing with all corrections / alterations duly marked and carried out during the execution of the work and in as built condition.
d) Field Test report for all Civil, Structural and Electrical, Instrumentation system.
e) Material Inspection / Test report for supply of all material.
f) Original "No Demand Certificate" from the Administration & Personnel Department regarding vacation of Land, housing accommodation if any, recovery of rents, hire charges, return of surplus material, reconciliation statement for all the material issued etc.
g) Original "No Demand Certificate" regarding surrendering of Gate Passes etc.
h) All other requirements as specified in the respective specifications.
i) Any other drawing/ document/ report specified elsewhere in the Bidding Document

Note: CONTRACTOR shall be eligible to apply for issue of completion certificate only after submission of completion documents as mentioned above.

83.0 COORDINATION WITH OTHER AGENCIES

83.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the CONTRACTOR. In case of any dispute, the decision of E-I-C shall be final and binding on the CONTRACTOR.

83.2 The CONTRACTOR recognises and acknowledges that other contractors have been or may be engaged by the OWNER to advise the OWNER and to perform other work and services in respect of the Project. The CONTRACTOR shall cooperate and coordinate with the OWNER, the other contractors , and shall provide all information and assistance and undertake all actions as may be required from the CONTRACTOR. If required by the OWNER, the CONTRACTOR shall enter into such arrangements with the other contractors, as may be required by the OWNER, to coordinate the performance of other work and services in respect of the Project.

83.3 If any part of the CONTRACTOR's work is dependent upon the work of any other contractor, it shall be the CONTRACTOR's responsibility to inspect and promptly report to the E-I-C/OWNER of any defect in such works which may affect the performance of the Scope of Supply and/or the Scope of Work. Any failure of the CONTRACTOR to notify the OWNER shall constitute an acceptance by the CONTRACTOR of the other contractors' work, and the CONTRACTOR shall not be entitled to any adjustment to the Progress Schedule or the Contract Price or any other terms of the Contract on account of such failure. Notwithstanding the above, the CONTRACTOR shall not be responsible for any inherent defects in the works performed by other contractors.

83.4 The CONTRACTOR shall consult with the E-I-C/OWNER with respect to issues pertaining to the Scope of Work and the other contractors' work, and shall participate in periodic meetings with the E-I-C/OWNER and the other contractors at the Site or such other location as may be specified, in respect thereof.

83.5 The CONTRACTOR hereby acknowledges that failure to comply with its obligations under this Clause **83.0** may result in claims by the other contractor(s) against the E-I-C/OWNER. The CONTRACTOR hereby undertakes to defend, indemnify and hold harmless the E-I-C/OWNER in respect of and against any such claim if the E-I-C/OWNER makes a determination, from the information provided to it by the other contractor(s), that such claim arose due to reasons attributable to the CONTRACTOR and that the amounts claimed by the other contractor(s) are payable.

83.6 The CONTRACTOR hereby releases and forever discharges the OWNER from all actions, suits, claims, demands, costs and other liabilities of any nature which the CONTRACTOR now has or at any time may have, might have had against the OWNER arising out of or in connection with the performance, or any negligent performance, by any of the parties, of any of their individual or collective obligations under any agreement in relation to the Project."

84.0 DELETED

85.0 COORDINATION WITH CONSULTANT

85.1 CONTRACTOR shall coordinate with CONSULTANT for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by E-I-C. CONTRACTOR shall comply to the requirements of CONSULTANT and obtain all the clearances from CONSULTANT for his work.

86.0 ELECTRICAL CONTRACTOR'S LICENCE

86.1 The CONTRACTOR or its nominated Sub-CONTRACTOR (s), as the case may be, shall have a valid electrical CONTRACTOR's license and electrical supervisor License for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to E-I-C before commencement of any electrical work or work pertaining to Electrical System.

86.2 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.

87.0 PROCUREMENT OF TMT BARS, CEMENT AND STRUCTURAL STEEL.

As per **Annexure-XXXI of SCC**.

88.0 DELETED

89.0 ERECTION OF EQUIPMENT / BARRICADING

89.1 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 erection of critical equipment / Barricading to E-I-C for his approval. No equipment / barricading shall be erected in the absence of an approved erection scheme for such equipment.

89.2 Movement of Hydra is not permitted inside the Refinery and Project premises

89.3 The Lumpsum Price of the CONTRACTOR shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane. The load testing shall be witnessed and certified by competent authority.

90.0 SPECIAL REQUIREMENT

a) ERECTION and Barricading Works shall be carried out as per Drawings and Technical Specifications attached with the Tender Document and as per instructions of Engineer-in charge (EIC).

b) Job shall be carried out on round the clock 24 x7 basis with intermittent break as per agreement with EIC.

c) All materials, equipment, D.P. Test Kits, Equipment for Ultrasonic Testing (if applicable), etc. to carry out Radiography and other NDT .Radiography, if carried out by Gamma Ray (using IRIDIUM 192 Source) shall meet BARC's regulations including storage and operating personnel. Radiography by X-ray, within quoted Prices, will be insisted upon if Radiographs by Gamma Ray does not meet required quality standards. CONTRACTOR to use "SAFERAD" machine for radiography to reduce radiography time.

d) Air Conditioned Dark Room with facilities like running water and those required for developing and viewing radiographs.

e) CONTRACTOR should ensure testing of Construction materials at local approved OWNER's authorized approved testing laboratory prior to starting of the job and get approval of CONSULTANT.

f) Maintenance personnel with all tools & tackles and spares should be available on round the clock basis for attending the breakdown of equipments, machinery, pump etc immediately after breakdown.

g) Contractor shall use wire rope of reputed make only along with valid Test Certificate to avoid accidents. Spare wire rope shall be kept readily available to avoid downtime.

h) Winch & Fly wheel to be provided with Safety Guard without which the rig shall not be allowed to be operated.

i) 100% PPE to be used by all workmen and personnel engaged for the job, otherwise penalty shall be imposed as per SCC.

j) The CONTRACTOR shall deploy and ensure availability of qualified supervisor including safety supervisor having full knowledge of jobs and safety on round the clock basis.

k) Dress code: All the CONTRACTOR's workers and officers should use uniform during working hrs at site and reflecting jackets in night working hours.

l) OWNER/ CONSULTANT reserves the right to physically check/verify the ownership /availability of the equipments at any stage prior to award of work. Bidder shall organize and coordinate the inspection process. OWNER/CONSULTANT's option shall be final and binding in this regard

m) CONTRACTOR to confirm that these equipments are available for deployment in this project site and shall be timely mobilized in good working condition to maintain work progress. CONTRACTOR has option to propose equipments OWNED or HIRED sources against this category.

n) CONTRACTOR to deploy well qualified ASNT Level III interpret or and Level II Personnel for scanning and reporting for NDT.

o) In case of any discrepancy between provisions of above clause **90.0** and provisions as per Technical Section of the Bidding Document, CONTRACTOR shall follow the provisions as per Technical Section of the Bidding Document.

91.0 LIABILITY OF GOVERNMENT OF INDIA

91.1 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER/Consultant that the OWNER/Consultant is entering into this Contract 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 there under. It is expressly understood and agreed that the OWNER/Consultant is/are an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the Employer/Consultant is not an agent, representative or delegate of 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, impleader claims or counter claims against the Govt. of India arising out of this Contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this Contract.

92.0 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT

92.1 CONTRACTOR shall appoint radiography/ NDT agency (ies) only after acceptance of such agency(ies) by OWNER/EIL. However, acceptance of radiography/ NDT agency by OWNER/PMC shall not absolve the CONTRACTOR of his responsibility to execute radiography work as per requirements of the Contract.

92.2 CONTRACTOR shall mobilize Radiography/ NDT agency at site along with adequate number of radiography resources/ NDT equipments & appliances, commensurate with the welding activity and quantum of Radiography/ NDT work load to avoid delays in Radiography/ NDT and consequent generation of back log. In the event of generation of back log leading to Delay/ Holdup of subsequent, activities OWNER/PMC has right to engage additional agency for carrying out the radiography at the risk and cost of CONTRACTOR including 100% (one hundred percent) overhead charge.

92.3 Radiography Check Shots

a) To verify that radiographs are being taken on the prescribed / selected welds / spots only, 5% (five percent) of already radiographed spots shall be selected by the E-I-C or his designated person for check shots. The check shots shall be taken up before any further radiography work.

b) Radiography of all check shots shall be taken by CONTRACTOR at no extra cost to EIL/OWNER.If mismatch / variation is found in any of the check shot as per para **92.3 a)**, CONTRACTOR shall have to take re-radiography of the entire lot represented by mismatched check shot (a days production or more as decided by Engineer In-Charge) at his own cost

c) In the event of any non-matching / variation is observed in re-radiography of the entire lot as per para **92.3** b) above with reference to the earlier radiographs taken, the radiography

agency shall be forthright debarred from site. CONTRACTOR shall then carryout re-radiography up to maximum of 100% of all the prescribed / selected welds/ spots radiographed by the debarred radiography agency (as per direction of the Engineer In-Charge) at his own cost by engaging a separate Radiography agency acceptable to OWNER/EIL. The process for verification of radiographs through check hots shall be continued as per clause **92.3 a)** above from the lots selected by the Engineer In- Charge till 2 (two) consecutive lots are found with matching check shot radiographs to the satisfaction of EIL/ OWNER.

92.4 Digital recorded close proximity/PAUT/TOFD only allowed inside the refinery / project/ unit premises except in fabrication yards.

92.5 In case of any discrepancy between provisions of above clause **92.0** and provisions as per Technical Section of the Bidding Document, CONTRACTOR shall follow the provisions as per Technical Section of the Bidding Document.

93.0 DELETED

94.0 THIRD PARTY INSPECTION AGENCIES

94.1 Pursuant to clause no **23.10.4** of SCC the CONTRACTOR shall carry out the various tests as enumerated in the bidding document and as per direction of E-I-C either on field or outside laboratories concerning the execution of work and supply of the material by CONTRACTOR. All the expenses shall be borne by the CONTRACTOR and shall be considered as included in the quoted Lumpsum price. The inspection shall be done by following:

a) All identified capital goods, brought for permanent incorporation in site by the contractor shall be inspected as per Inspection Methodology enclosed with Technical Section of Bidding Document.

b) Representative deputed by Statutory Authority.

c) Representative deputed by Owner/EIL.

CONTRACTOR shall give prior notice sufficiently ahead of time to the E-I-C and also to the authorities / TPI to conduct inspection/ to witness such tests.

94.2 All the tests either on the field or at outside laboratory or at any other place, concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by the CONTRACTOR at his own cost.

94.3 The work is subject to inspection at all times by the E-I-C. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice furnished to him during the performance of the work.

94.4 The CONTRACTOR shall provide, for purposes of inspection, access ladders, lighting and necessary instruments at his own cost including Low Voltage (24V) lighting equipment for inspection of work. Compressed air for carrying out works shall be arranged by the CONTRACTOR at his own cost.

94.5 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carry out the rectifications at his own cost.

94.6 All results of inspection and test will be recorded in the inspection reports, proforma of which will be approved by the E-I-C. These reports shall form part of the Completion Documents.

94.7 For materials supplied by OWNER(if any), CONTRACTOR shall carryout the tests, if required by the E-I-C, and the cost of such tests shall be reimbursed by the OWNER at actual to the CONTRACTOR on production of documentary evidence.

94.8 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.

94.9 Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the CONTRACTOR shall be borne by the CONTRACTOR.

94.10 Various tests as specified in specifications shall be carried out to the entire satisfaction of OWNER/ PMC.

94.11 Inclusion/exclusion of Inspection charges in the Contractor's Lumpsum quoted prices shall be as per provisions of Clause 29.18 hereof.

95.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM

Without prejudice to stipulation in GCC, CONTRACTOR should follow the following billing system:

95.1 The bills will be prepared by the CONTRACTOR on their PCs as per the standard formats and codification scheme proposed by OWNER/ CONSULTANT. The CONTRACTOR will arrange for necessary software (CONSULTANT / OWNER may indicate any specific software) for data entry to capture the relevant billing data for subsequent processing.

95.2 The CONTRACTOR will submit these data to OWNER/CONSULTANT in an electronic media along with the signed hard copy of the bill, necessary enclosures and documents. The CONTRACTOR will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
OWNER/CONSULTANT will utilise these data for processing and verification of bill of the CONTRACTOR.

96.0 QUALITY ASSURANCE SYSTEM

96.1 The CONTRACTOR shall adhere to the quality assurance system specified in **the Technical Section of Bidding Document.** After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.

97.0 DELETED

98.0 PASSES, PERMITS,HSE MANAGEMENT / SAFETY NORMS

98.1 WORKING HOURS

98.1.1 Contractor shall follow central/ BPCL enactment for working hours and shall obtain due permissions from Owner/ EIL under such enactment wherever required. Contractor shall solely be responsible for any infringements and consequential penalties or payments. The working in operational area shall be allowed between sunrises to sunset hours. Hot / cold work permits against specific safety conditions shall be required to be obtained by Contractor in advance as per guidelines of BPCL Refinery/Project authorities. Contractor may be allowed to work for 24 hours to meet project schedule. All necessary arrangements including lighting for working during night shall be in contractor's scope of work.

98.1.2 Normally Contractor shall be allowed to work on 6 days a week. For carrying out work beyond working hours; and on Sunday and holidays, Contractor shall approach the E-I-C or his authorized representative and obtain his prior written permission and permits.

98.1.3 It shall be clearly understood that such overtime working of Contractor's personnel and equipment deployment therefore shall solely be to the cost and account of Contractor and Owner/EIL shall in no way be responsible to compensate him for the same. No extra claim shall be entertained by OWNER on any account.

98.1.4 Contractor shall be ready to arrange for additional manpower and machinery for the work in late evenings / night hours if required and ordered by Owner/EIL for completion of work as per the permissions given by Refiner/Project authorities.

98.2 IDENTITY CARDS

Contractor shall ensure that the proper identification card are issued by Contractor or its Sub-Contractor to their employees/ workers to be deputed by him for the work, duly signed by the Contractor or an authorized person on behalf of the Contractor.

98.3 ENTRY PASSES

98.3.1 The CONTRACTOR has to apply for photo Entry Passes for its workers and staff and the workers and staff of its SUB-CONTRACTOR in a prescribed proforma provided by the OWNER. The Application shall be accompanied by a Statement and Declaration in the form prescribed by the OWNER signed by the employees for whom the Entry Passes are sought and confirmed by the employer. The photo Entry Passes shall be issued by the OWNER for a maximum period of 1 (one) months, which will be extendable upon application of the CONTRACTOR.. Necessary administration charges for above as applicable to be absorbed by the CONTRACTOR.

98.3.2 Unutilized / expired Entry Passes/ Identity Cards shall have to be immediately surrendered to the

OWNER.

98.3.3 In case of the loss of an Entry Pass/Identity Card the CONTRACTOR shall immediately lodge an FIR with the local police station and inform the E-I-C of the loss and shall pay a charge as per BPCL guidelines against Entry Pass / Identity Card lost. The CONTRACTOR is required to keep an account and track of all Entry Passes issued and surrendered.

98.3.4 Employees of the CONTRACTOR or SUB-CONTRACTOR while working inside the Plant should always display gate Passes/Identity Cards issued by the Security Section. Entry inside BPCL Refinery and Project premises is allowed only with all necessary PPE's required for execution of works at site.

98.3.5 It shall be the responsibility of the Contractor to fully comply with the following Security Provisions:

(i) Entry/Access to any field / facility is governed by rules & regulations formulated from time to time by the Government of India and / or its concerned departments / agencies, which are binding on the EIL/ BPCL and Contractors, etc. All such rules and regulations (including amendments if any) are to be complied without any time and cost impact to the EIL/ BPCL. The present requirements in this regard are as follows:

For all the personnel (Indian/Foreigners) of Contractor and/or their subcontractors (of Contractor), the Procedure for security clearance as listed below will have to be strictly followed/complied with before entering the Work Site. Any subsequent changes/modifications as may be issued from time to time in this regard shall also have to be duly complied without any time and cost impact to the EIL/ BPCL.

BPCL Security Section has right to deny permission to any person to go to the Site in case either the required procedures are not complied with or any person comes without stipulated advance notice, and in that case the EIL/ BPCL will not be liable for any cost and time impact.

Duty/ Entry Passes for all the personnel are to be obtained well in advance from the Security Section of the EIL/ BPCL after providing the prescribed Declaration Forms along with 2 stamp size photographs in respect of each person.

(a) Indian nationals: Before mobilising/deputing Contractor's persons (Indian nationals) at Site and/or its subcontractor/ vendor representative (of Contractor), etc. Contractor will submit minimum 2 weeks in advance a complete list of the persons along with necessary police verification to enable BPCL's Security Section to issue necessary non employee duty (NED) passes without which no person of Contractor/subcontractor or vendor (of Contractor)is allowed to proceed to Site.

(b) For Foreign nationals:The Contractor will submit documents for obtaining necessary clearances from Ministry of Home Affairs (MHA) etc. a list of all foreign nationals required to be mobilised to site. Following information shall be provided:

i. Name& Surname
ii. Clear Scanned Copy of Passport No.
iii. Nationality
iv. Date of Birth
v. Parentage
vi. Present Address
vii. Permanent Address
viii. Clear Scanned Copy of VISA.
ix. Date visited India last
x. Purpose
xi. Duration of the last visit and
xii. Occupation.

The above documents can be sent through email prior to sending physical copy.

Contractor is to ensure that only such expatriates who are having valid passports and valid business visas are deployed for work under the Contract. Expatriates having Tourists visas are not permitted to work at site.

Contractor's personnel (crew/workers) should not be in possession of any personal camera/photography materials, Arms/ ammunition, liquor, prohibited drugs etc.

All duty/ entry passes issued for the Construction activities should be surrendered to security section of the EIL/ BPCL promptly after construction activities are over in a particular working season.

Contractor is to ensure that all the personnel engaged by them abide by the Security & Discipline Rules prescribed from time to time by the Security Section of the EIL/ BPCL.

(ii) The schedule(s) prescribed in the foregoing paras for advance submission of details regarding personnel clearance is indicative only as the clearances are to be accorded by the concerned departments of the Govt. of India. Hence EIL / BPCL will not be liable for any time & cost impact due to any delays on this account or due to change of procedures etc. in this regard.

98.4 Gate Passes

To bring materials, equipment, tools and tackle and other things inside the Refinery and Project premisesfor construction work, the CONTRACTOR has to produce proper documents of title or authority relative there to for inspection by personnel of the OWNER at gate. These shall be checked thoroughly by personnel of the OWNER at the Gate and recorded in their Register before permitting the same to be brought inside the Refinery and Project premises limits. It is the responsibility of CONTRACTOR to see that the entry is duly recorded in the Register with proper Entry Number, date and signature of authorized representative of OWNER and that the supporting challans/documents are stamped and signed by personnel of OWNER at the gate at the time of entry.

98.5 WORK PERMIT

98.5.1 In order to keeps the OWNER informed of the various jobs being undertaken within the Refinery and Project premises and to enable the OWNER to regulate the same to ensure the observance of safety regulations relative thereto. When work is to be carried out in hazardous areas, a Hot Work Permit is to be obtained by the CONTRACTOR from the OWNER before start of work on jobs which are capable of generating a flame, spark or heater, gas-cutting, grinding, welding, use of any electrical, diesel, petrol or battery operated prime mover, machine, tool or equipment or generator set, mixer machine, drilling machine; pump, crane, fork lift or hand truck or trailer or chipping or breaking of rocks or concrete or hacksaw cutting and drilling. Similarly the CONTRACTOR is to obtain a Cold Work Permit from the OWNER for jobs which do not come under the category of hot work and in respect of which there is no risk of fire e.g. transportation, backfilling of ordinary soil by manual process, pile testing, hydrotesting, shuttering, fixing of reinforcement, hand mixed concreting, plastering and brick work. This shall be read in conjuction with SAFETY CODE, specifications on Health, Safety and Environment (HSE) Management and requirement of OISD-192, OISD-206 & OISD-207.

98.5.2 Depending on the nature of the work and the equipment and tools involved the CONTRACTOR shall apply for Cold/Hot Permit in a prescribed format at least 7 (seven) days before the work is planned to start. No Work Permit shall be issued by OWNER unless proper arrangement is made by the CONTRACTOR to ensure safe performance of the work inside the Refinery and Project premises limit. Job-wise and area wise permits shall be issued to the CONTRACTOR and for work against each permit the CONTRACTOR shall post at site at least one Construction Supervisor and one Safety Supervisor of required level to ensure the due observance of all safety requirements. Proper barricading as per BPCL requirement shall be installed by Contractor.

98.6 Vehicle Permit

Permits are to be obtained separately for entry/use of vehicles / trailers and other mobile equipment inside the Refinery and Project premises limits. All the vehicles of CONTRACTOR should have a valid PUC certificates. The following requirements are to be met to obtain vehicle permit:

a. Vehicle/Equipment shall be in good condition and fitted with spark arrestor.
b. Vehicles should carry, wherever applicable, Valid Road tax certificate and fitness certificate from the competent authority and insurance policy.
c. Valid operating/driving license of driver/operator.
d. Type of vehicle which is allowed inside the plant shall be as per the directions given by OWNER.

98.7 Validity of the Permit

a. Any Hot or Cold Work Permit issued is issued as per BPCL Project /Operation shift rotation

b. Thereafter clearance must be renewed for each shift (Morning & Evening) by the shift in-charge/ shift representative of the OWNER.

c. The permit for defined project areas may be renewed for a maximum period of one week from the date of issue and if extension is required, the CONTRACTOR has to apply for a fresh permit.

d. The permit is not valid for work on holidays unless special permission of the OWNER is obtained for the purpose. The information given above is general in nature. Prevailing work permit system will be applicable.

98.8 Safety Regulations

Regarding Work Permit

a. The work shall be carried out inside the Refinery and Project premises limits to conform to the OWNER'S safety section and in accordance with any instructions of E-I-C issued from time to time. Sometimes working hours may be drastically reduced or increased to satisfy safety requirements and the CONTRACTOR shall meet these requirements without any time and cost implications. No claim for idling of machinery, plant, manpower or equipment shall be entertained for reason of delay in the issue of a Work Permit and it shall be the exclusive responsibility Of the CONTRACTOR to apply for, pursue and obtain the requisite Work Permit(s) well in advance of the relative requirement(s).

b. The CONTRACTOR shall abide by all safety regulations of the Refinery/Project premises and ensure that safety equipment for specific jobs as stipulated in the Factories Act Safety Handbook is issued to all employees during the execution of work, failing which all the works at site shall be suspended.

98.9 Regarding Hot Work

a. When doing hot work inside the Refinery and project premises the CONTRACTOR must ensure that the fire hose is hooked up with a fire water system and extended to the work spot. In addition, at least one fire extinguisher must be kept near the working spot.The area around and below the place of hot work must be adequately protected from sparks and hot metals by a booth made of asbestos, cloth/sheet and by wetting with water. In addition, depending on the location and hazard of the work, the CONTRACTOR shall at its own cost arrange sufficient number of additional fire hoses and such firefighting equipment of approved quality as may be required at his own cost to carry out hot job inside the Refinery and project premises .

b. Welding & electrical cables should be of approved quality and no jointing or loose connection shall be permitted.

c. At the end of the working day the CONTRACTOR must inform the electrical section to switch off power at sub-station end.

d. The CONTRACTOR must provide cotton clothes, safety shoe, safety helmet, safety belt, and hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the Refinery and project premises .

98.10 HOUSEKEEPING & SCRAP MANAGEMENT

98.10.1 The contractor shall maintain good housekeeping on day to day basis at the site/fabrication yard. All construction material brought by the contractor (like sand, coarse aggregate, shuttering material, scaffolding pipes etc.), steel scrap (like structural steel, reinforcement steel etc.) & other debris (like earth, shrubs, rubbish etc.) generated at site shall be stacked neatly in well defined spaces at no extra cost. Additional manpower as & when required for housekeeping shall be arranged by contractor immediately as per direction of E-I-C.

98.10.2 Cart away all the debris generated from the work outside the Refinery and project premises at his own cost and dispose it keeping BPCL indemnified of any liability and without giving rise to any complaints from local, municipal and government authorities. Metal scrap or any other scrap including wooden material shall be disposed at BPCL scrap yard category wise at his own cost as indicated by the E-I-C.

98.10.3 All moveable, salvageable, serviceable material shall be dismantled carefully and transported/ stored within Refinery and project premises premises/scrap yard as directed by E-I-C.

98.10.4 In case the contractor fails to maintain the housekeeping at work site / fabrication yard / office space within refinery complex and project premises, the same shall be carried out by EIL/BPCL by deploying other agencies at risk and cost of the contractor. In addition of the same a financial penalty as per financial deterrent for violation of HSE norms against poor housekeeping will be imposed on the contractor. The financial implication of above, if any should be taken care in the quoted rate and no separate claim shall be entertained on this account.

98.10.5 The final bill of the contractor shall be linked with the area cleaning in all respects including disposal of debris/scrap etc. to the entire satisfaction of E-I-C.

98.11 HSE Compliance

98.11.1 Safety first and Safety must .Safety is to be given prime importance. During construction, Contractor shall strictly follow the safety procedures, precautions & norms as per SAFETY CODE, specifications on Health, Safety and Environment (HSE) Management (enclosed as **ANNEXURE-XI**) and requirement of latest OISD guidelines.

98.11.2 The Contractor shall also be responsible to comply with code requirements of International Standard Organization (ISO), Occupational Safety & Health Administration (OSHA), ISO-14000 series, American Petroleum Institute (API) RP and other relevant international practices. In case of conflict between the requirements of the various specifications and/or the requirements specified in the bid document, the more stringent requirement shall be followed.

98.11.3 In case of noncompliance, E-I-C shall give notice to the Contractor. In case of repeated failure of the Contractor, E-I-C is free to take actions such as withholding of bills, heavy penalty etc. The quantum of such actions will be decided by the E-I-C, considering the contract conditions.

98.11.4 The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. After the award of the contract, detailed Health, Safety and Environment (HSE) programme to be followed for execution of contract under various divisions of works will be mutually discussed and agreed to.

98.11.5 The Contractor should be required to:

- Have in place a Safety Management System, approved by a recognized, approved authority.
- Prepare a project-specific Safety Plan for each Site
- Implement the Safety Plans.
- Ditto the above for Environmental Management

98.11.6 In case, Contractor fails to follow the instructions of E-I-C with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of E-I-C

98.11.7 The CONTRACTOR may take suitable Insurance Policy with a view to cover themselves against the above penalties and submit a copy of the said policy to the Engineer-in-charge.

98.11.8 In case of conflict between the requirements of the various specifications and/or the requirements specified in the bidding document including penalties, the more stringent requirement shall be followed

98.12 SAFETY/FIRE PROTECTION

98.12.1 Contractor shall take all necessary measures to protect the work and Workmen against accidents and occupational disease. They shall observe and comply with all Governmental safety regulations as well as the safety regulations prescribed by EIL/BPCL and accepted industry safety practices as required for this work.

98.12.2 The Contractor will be required to demonstrate that:

i. the management systems and the installation are adequate to ensure that the design and the operation of the installation and the equipment are safe;
ii. the potential hazards of the installation and the risks to personnel and environment have been identified and appropriate controls provided;
iii. adequate provision is made for ensuring, in the event of a major emergency affecting the installation, the safe evacuation and rescue of personnel and
iv. the statutory and OWNER's requirements relating to safety and pollution control measures are complied with.

98.12.3 Contractor shall conduct a Safety Studies Methodology which shall be completed and submitted to OWNER. Further, the Contractor shall implement the findings of the Safety Studies without impact on Schedule or Contract Price.

98.13 <u>Rules And Regulations</u>

Contractor shall observe national and local laws, ordinances, rules and regulations pertaining to the Works and shall be responsible for extra costs arising from violations of same.

The Contractor shall not do any exploratory excavations, including drilling/boreholes, without the previous written permission of the OWNER's Representative.

98.14 Watching and Lighting

The Contractor shall, in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the EIL/ BPCL for the protection of the Works or for the safety and convenience of the Public or others.

98.15 Safety Audits:

98.15.1 Contractor shall within 30 (thirty) days of commencement of Contract and also once every 3 (three) months thereafter submit a safety report.

98.15.2 In the event of any accident or dangerous occurrence the Contractor shall forthwith send a notice of accident in the proforma (to be provided by EIL/ BPCL).

Contractor shall maintain a record of the relevant statutory and Company requirements relating to safety and pollution control measures and compliance.

The Contractor shall be responsible for following the proper procedures, as outlined below, in reporting accidents or incidence.

1) The EIL/ BPCL safety officer will be immediately notified by fastest means possible (Radio or email) of any accident which involves the following:

   a) Death from any cause whatsoever.
   b) A fractured skull, pelvis, arm, thigh or spine, forearm or leg.
   c) A dislocated shoulder.
   d) The amputation of an arm or hand, or of one or more fingers of the same hand, or of a leg or a foot.
   e) The loss of sight of an eye.
   f) Any other serious bodily injury, including internal bleeding or burns or asphyxia where such injury is likely to endanger life, cause permanent incapacity, or temporary incapacity of 5 (five) days or more.

2) In case of death, the Contractor shall be responsible for immediately notifying the nearest Indian police so that they can make the proper investigation in accordance with the Applicable Laws.

3) Also in case of death, the Contractor shall immediately notify the Labor Officer of the Federal Ministry of the area in which the death occurred.

98.16 Safety Procedure:

Contractor should submit a safety procedure prior to start of the construction activities. The procedure should include the safety measures to be taken during construction work, fire fighting / safety equipment available which will be provided to terminal in case of any emergency, number of safety / fire officers and their role, periodical exercise on awareness of workers towards safety. Familiarization of workers with safety equipment, teams for fire fighting etc. In case of any emergency, Contractor should immediately mobilize all resources to combat the emergency and co-ordinate with BPCL/ EIL suitably.

Contractor should ensure that the contractor's supervisory personnel have undergone the approved basic training on fire fighting and Elementary First Aid before deployment and adequate number of trained personnel to be deployed at all times during execution at site.

In case of any accident at site causing injury to personnel, Contractor shall inform EIL/ BPCL immediately. Contractor shall also arrange for pickup and immediate medical attention for the injured personnel.

98.17 Safety Audit By Contractor/Owner:

EIL/ BPCL may conduct safety Audits at any stage of project execution and before taking over the facilities. The audit shall be based on a protocol that covers elements which can affect the safety during execution or the safe operation of the facilities in the contractor's scope of work. The protocol shall cover documentation, process hazard analysis, fire detection and suppression system, lifesaving appliances and escape routes, operating procedures, pre-startup safety review, safe work practices, safety and shut down devices, management of change, assurances of quality and mechanical integrity, emergency response control investigation of accidents, personnel protective equipments, audit team which could be conducted by the EIL/ BPCL's personnel or any agency appointed by the EIL/ BPCL for the purpose, accord full access to site and provide all relevant information, comply with the observations and recommendations of the audit.

~~**99.0 ARBITRATION**~~

~~The Clause No **94** of GCC stands replaced by the following:~~

~~**99.1 Mediation and Arbitration:**~~

~~99.1.1 In the event of a dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Act, 2023.~~

~~99.1.2 If the dispute is not settled by mediation within [90] days of the appointment of the Mediator, or such further period as the parties shall mutually agree in writing, the dispute shall be referred to and finally resolved by arbitration as per India International Arbitration Centre (Conduct of Arbitration Proceedings) Regulations for the time being in force, which Regulations are deemed to be incorporated by reference into this Clause.~~

~~99.1.3 The language to be used in the mediation and in the arbitration shall be English.~~

~~99.1.4 The governing law of the contract shall be the substantive law of India.~~

~~99.1.5 In any arbitration commenced pursuant to this clause:~~

~~(i) The number of arbitrator/s shall be:~~

~~a. 1 (One) - if the total claim including counterclaim, if any, under arbitration is INR 50 Crores (Indian Rupees Fifty Crores) or less; or~~

~~b. 3 (Three) – if total claim including counterclaim, if any, is of more than Rs. INR 50 Crores (Indian Rupees Fifty Crores).~~

~~(iii) The seat of arbitrationshall be Mumbai, India~~

~~(iv) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitrator/s.~~

~~(v) Neither party shall be entitled to and claim for any pre-reference or pendente-lite interest, i.e. form the date of cause of action till date of Award by Arbitral Tribunal and claim for any such interest shall not be entertained by Arbitral Tribunal and be void. Further, Arbitral Tribunal shall have no power or authority to award pre-reference or pendent-lite interest in the matter.~~

~~99.1.6 In the event of any dispute 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 (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties~~.

100.0 CHANGE IN SOURCE OF SUPPLY

100.1 Change in source of supply should be without any implication (including tax implication) to OWNER as defined elsewhere in the SCC. However any tax benefit shall be passed on to the OWNER.

100.2 Governing law and jurisdiction

100.2.1 Agreement shall be construed and interpreted in accordance with and governed by the laws of India.

101.0 MISCELLANEOUS:

In case of any dispute or disagreement in terms of the contract provisions and/or decisions of Engineers-in-Charge (EIC) /Owner during execution of the Contract, the Engineers-in-Charge (EIC) /Owner's decision shall be final and binding to the Contractor. In case of any disagreement with such decision, the Contractor shall have the right to contest such decision in writing with reasons and documentary evidence, expressing their disagreement and also have the right to take other contractual provisions for final resolution of dispute.

However, Contractor's disagreement or such action shall not affect the work in any manner and **the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or Works be**

determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract as per time schedule.

102.0 SUBMISSION OF FALSE/FORGE/FAKE DOCUMENT

102.1 In case, the information/ document furnished by the CONTRACTOR forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, OWNER shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the CONTRACTOR and without any prejudice to other rights available to OWNER under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.

102.2 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, OWNER shall have full right to forfeit any amount due to the CONTRACTOR along with forfeiture of the Contract Performance Bank Guarantee furnished by the CONTRACTOR.

102.3 Further, any CONTRACTOR which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of OWNER debarring them from future business with OWNER.

103.0 Deleted

104.0 Deleted

105.0 MODIFICATIONS TO GCC

105.1 Following clauses of GCC stands modified:

i. GCC Clause. **18.3** shall partially modified as be as:

All compensation or other sums of money payable by the contractor to the BPCL under terms of this contract maybe deducted from his security deposit/-CPBG or from any sums which may be or may become due to the contractor by the BPCL on any account whatsoever under this Contract or any other Contract(s) and in the event of his security deposit being reduced by reasons of any such deductions. The contractor shall within ten days thereafter make good any sum or sums, which may have been deducted from his security Deposit/retention money. No interest shall be payable by the BPCL from sum deposited as security deposit or on any moneys due to the contractor.

ii. The word “Rates” appearing anywhere in GCC stands replaced with “Lumpsum Price & Rates”.

105.2 Following clauses of **GCC** stands deleted as under:

(i) **Clauses: 30 stand deleted**.

106.0 TERMS & CONDITIONS FOR POST WARRANTY COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (PWCAMC):

If Post Warranty Comprehensive Annual Maintenance Contract) is applicable as per Technical Section of Bidding Document, the Commercial Terms & Conditions shall be **as per Annexure – XXV of SCC**.

107.0 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS:

107.1 Free Issue Materials (FIM), if any, shall be issued as per terms and conditions set forth in the GCC from Owner’s stores or other issue points of EIL/BPCL as defined elsewhere in bidding document.

107.2 Every month, Contractor shall submit an account for all materials issued by Owner’s in the Proforma prescribed by the E-I-C. On completion of work the Contractor shall submit “Material Appropriation Statement” for all materials issued by the Owner’s.

107.3 Wherever materials are under Contractor’s scope of supply, no allowances towards wastage/scrap etc. shall be accounted for.

107.4 The conditions for issue of materials by Owner’s and reconciliation of such materials shall be as per specification No. 7-82-0001 attached herewith as **Annexure-XXVII** to SCC. This shall not be applicable for the materials supplied by Contractor.

107.5 Contractor shall arrange to handover piping and cables scrap arising out of civil, structural, mechanical piping and electrical & instrumentation works to OWNER at OWNER’s scrap yard. The scrap shall be put in OWNER designated scrap yard properly segregated and weighed.

Contractor shall refer **Annexure-X** to SCC for definition of Scrap **(applicable for Free Issue Materials)**

108.0 DELETED

109.0 CONTRACT/ CONTRACT DOCUMENT/ CONTRACT AGREEMENT:

The complete contract documents shall be carried out between BPCL and EPCC Contractor. Alternatively, instead of Contract Signing between BPCL and EPCC Contractor, BPCL will issue a digitally signed/ signed Contract Agreement/Form of Contract to the successful Bidder. Cost of Stamp paper shall be borne by CONTRACTOR.

110.0 REIMBURSEMENT OF CUSTOMS DUTY, GST & CESS/SURCHARGE ON SPECIFIED FREE ISSUE MATERIALS (FIMs) AS DETAILED IN TECHNICAL SECTION:

110.1 Subject to provisions of Clause 18.0, FIMs shall be generally handed over to Contractor at designated location/warehouse of BPCL within the Refinery and Project premises. However, in case as per provisions of bidding document the FIMs are handed over to Contractor on Vendor's Ex-Work for indigenous FIMs or on FOB/CFR basis for imported FIMs following shall apply:

110.1.1 For indigenous FIMs provided to Contractor on Ex-Works basis from vendor's/manufacturer's works (if applicable as per Technical Section):

Scope of loading, Handling, Transportation upto Project Site & unloading at project site or location designated by BPCL and transportation from the designated location to work site during execution shall be in Contractor's Scope and charges towards the same shall be included in the Contractor's quoted Lumpsum price including all taxes & duties except GST. GST shall be reimbursed at actual on submission of requisite tax invoices as per provisions of SCC.

110.1.2 For imported FIMs provided to Contractor at CFR Indian Port of Entry (if applicable as per Technical Section):

Scope of Handling and Transportation for specified (Licensor supplied) FIMs is detailed in Technical section shall be Contractor's Scope. Contractor shall be responsible for all formalities related to port handling & custom clearance, transportation of FIM from CFR/CPT port of Entry in India upto Project Site & unloading at project site or location designated by BPCL and transportation from the designated location to work site during execution and charges towards the same shall be included in the Contractor's quoted Lumpsum price including all taxes & duties, except Customs duty & related levies and IGST & cess/surcharge applicable during custom clearance for these FIMs which shall be discharged by BPCL and GST. GST shall be reimbursed at actual on submission of requisite tax invoices as per provisions of SCC.

110.1.3 For imported FIMs provided to Contractor at FOB International Port of Exit (if applicable as per Technical Section):

Scope of Handling and Transportation for specified (Licensor supplied) FIMs is detailed in Technical section shall be Contractor's Scope. Contractor shall be responsible for transportation of FIM from international FOB/FCA Port of Exit, arranging ocean/air transportation from port of exit to CFR/FCA port of Entry in India, all formalties related to port handling & custom clearance , transportation upto Project Site & unloading at project site or location designated by BPCL and transportation from the designated location to work site during execution and charges towards the same shall be included in the Contractor's quoted Lumpsum price including all taxes & duties, except Customs duty & related levies and IGST & cess/surcharge applicable during custom clearance for these FIMs which shall be discharged by BPCL and GST. GST shall be reimbursed at actual on submission of requisite tax invoices as per provisions of SCC

Contractor has to effect High Sea Sales with Owner for the FIMs before the item(s) enter custom frontier of India.

111.0 ENERGY NOTE

BPCL Kochi Refinery is focused on energy efficiency. In line with the same, all contractors providing services for BPCL Kochi Refinery should preferably deploy energy efficient equipments such as energy efficient welding machines, LED / CFL temporary lighting and temporary window AC of BEE 4-star rating and above for execution of the work.

112.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILTY ATLAS OF INDIA

112.1 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.

112.2 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, winds, floods, thunderstones, 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.

112.3 The Vulnerability Atlas of India has been prepared by Building Material and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

112.4 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

113.0 EXTENDED STAY COMPENSATION

Extended Stay Compensation is not applicable.

114.0 OUTBREAK OF PANDEMIC

In case of any outbreak of pandemic during the execution of the contract, Contractor and its sub-contractor to follow all guidelines/Standard Operating Procedures issued by central govt /state govt/local authorities. Contractor and its Sub-Contractor to also submit compliance report to Owner/EIC. Sub-Contractor to note that quoted price is inclusive of this provision & no extra compensation on this account shall be admissible.

115.0 DELETED

116.0 SOCIAL MEDIA POLICY FOR BUSINESS PARTNER:

Social Media Terms & Conditions shall be as per **Annexure-XVI of SCC**.

117.0 PROCEDURE FOR VENDOR INVOICE PROCESSING

Refer **Annexure-XXII to SCC** for procedure for Contractor/vendor Invoice Processing.

118.0 DIGITALIZATION:

118.1 Client intends to deploy multiple digital solutions to achieve complete transparency in project execution. The digital solutions include Control Tower (dashboards) for monitoring project progress, Common Data Environment (CDE)) for repository of project drawings and documents, Project Management Information System (PMIS) for streamlining Project Monitoring, Digital Quality Inspection System (DQIS) for monitoring shop and site inspections, Digital Safety Management System (DSMS) for monitoring HSE compliance during construction, Manpower Productivity Monitoring System (MANPS) for monitoring and tracking manpower deployment at site to monitor location and utilization of Construction equipment, Transport Management System (TMS) for tracking of critical equipment, LLIs, ODC items, Welding Management Solution, Cabling Management Solution, Piping Fabrication Sequencing (Spool Management System) etc. W.r.t. the same contractor has the following obligations:

118.2 It is mandatory for Contractor, their vendor/ subcontractor, personnel and other stakeholders engaged by the contactor to use/ provide input/ support/ implement the digital solutions as per scope documents and as directed by E-I-C.

118.3 Contractor shall be required to provide seamless interface with their systems that are used to manage the Project Planning, Scheduling & Monitoring, Engineering, Procurement, Inspections, Expediting, Construction, Pre-commissioning, Material Management, Contract Management, etc (as applicable) through APIs as per scope documents and as per directions of E-I-C.

118.4 Multiple Systems deployed by Client shall capture multiple types of data including personal data of the contractor employees by DSMS and MANPS. Contractor shall provide consent for implementation of DSMS and MANPS.

118.5 Frequency of updates to the digital solutions shall be mandatory as per requirements defined in scope documents.

118.6 Failure to provide data/info on timely basis shall be considered a breach of contract and may lead to contract termination.

118.7 Client will arrange training for the systems for contractor personnel. Contractor shall be required to make their relevant personnel available for the training as per the training schedule.

118.8 Contractor shall be liable for penalties for damaging the digitalization hardware, sensors, devices etc. as per tender documents.

118.9 Contractor shall comply with cyber security guidelines/advisories/acceptable use policy issued by BPCL/EIL.

118.10 In case, any of the systems are not deployed, or are stopped during the course of the contract; executing, reporting and monitoring of the work will continue through traditional methods, other platforms as directed by the E-I-C.

118.11 Non availability of platforms will not be a reason for seeking time extension, change orders pertaining to time and/ or cost.

118.12 Wherever applicable, the contractor to update the progress, quality and safety through the mobile app.

118.13 For refinery area, the contractor to bring flame-proof mobile devices and to install the SI suggested apps.

118.14 Detailed scope of digitalisation for the subject contract has been covered in the Technical Section of Bidding Document.

119.0 REPRESENTATION AND WARRANTIES

119.1 The CONTRACTOR represents and warrants to the OWNER that:

119.1.1 they are duly organised and validly existing under the laws of India , and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

119.1.2 they have taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Contract and to validly exercise their rights and perform its obligations under this Contract;

119.1.3 this Contract constitutes their legal, valid and binding obligation, enforceable against them in accordance with the terms hereof, and their obligations under this Contract will be legally valid, binding and enforceable obligations against them in accordance with the terms hereof; and

119.1.4 they are subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Contract or matters arising thereunder including any obligation, liability or responsibility hereunder.

119.2 The OWNER represents and warrants to the CONTRACTOR that:

119.2.1 they have full power and authority to execute, deliver and perform their obligations under this Contract and to carry out the transactions contemplated herein and that they have taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract;

119.2.2 they have taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Contract;

119.2.3 they have the financial standing and capacity to perform its obligations under this Contract; and

119.2.4 this Contract constitutes a legal, valid and binding obligation enforceable against them in accordance with the terms hereof.

119.2.5 FOREIGN BIDDERS shall submit an undertaking (signed by its authorized signatory) with their bid that if selected to undertake the Project, the FOREIGN BIDDER shall obtain all permits/registrations from Competent Authority in India for performance of the Contract and shall comply with provisions of the Contract in this regard.
In case the contractor is a foreign party, they shall obtain all permits/registrations from Competent Authority in India for performance of the Contract and shall comply with provisions of the Contract, shall remain valid, binding and enforceable against the CONTRACTOR thorughout the term of this Contract.

120.0 FURTHER ASSURANCES

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and performs all such further acts reasonably required of it or them, render any and all such assistance and do all such further things as may be necessary, expedient or desirable to ensure the complete and prompt fulfilment, observance and performance of the provisions of the Contract and give full effect to this Contract and the rights and obligations of the Parties under it.

121.0 CONTRACTORS PERFORMANCE EVALUATION (APPLICABLE FOR ESTIMATED VALUE MORE THAN INR 50 CRORES) The performance evaluation of BIDDER shall be done as per the enclosed Annexure-XVIII to this SCC

122.0 Following provisions of Inspection shall be applicable for inspection of Indigenous as well as Foreign sourced materials: For India & Foreign bidder: The Contractor shall arrange inspection through Third Party Inspection agency (TPIA) which is registered under “NABCB accredited bodies as per requirement of ISO/IEC17020/25 as Type A” in QCI’s NABCB website as on the date of Inspection. Charges for TPIA shall be included in the Bidder’s quoted price. For list of TPIA, Contractor to click the following link: http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php
and follow QMS tab for the accredited agencies for inspection purpose.

ANNEXURE - I
TO
SPECIAL CONDITIONS OF CONTRACT

[TIME SCHEDULE]

TIME SCHEDULE

NAME OF WORK	CONTRACT DURATION/ TIME OF COMPLETION
Name of Work: SETTING UP OF LAB & ASSOCIATED SERVICES **Bidding Document No.: SS/B895-999-EP-T-9802/1016**	**14 (Fourteen) Months** from the date of issue of Letter of Acceptance (LOA).

Note:

1. The time for completion shall be reckoned from the date of issue of LOA.
2. The time indicated is for completing all the works in all respects as per scope of work, specifications, codes, drawings and instructions of Engineer-in-Charge.
3. It should be noted that the period of completion of all works given above includes time required for mobilisation at site, carrying out the works as per the requirements Contract Document, demobilisation, preparation of all reports in requisite quantities as mentioned in the Bidding document, rectifications, if any, rework etc. complete in all respects to the entire satisfaction of Engineer-in-Charge.
4. Fronts [i.e., drawing front / Physical front (Corresponding to drawing)] shall be released to the contractor as per enclosed sheets.

(SIGNATURE OF BIDDER)

FRONT AVAILABILITY

JOB SPECIFIC INFORMATION ON MAJOR FRONTS AND THEIR PROPOSED AVAILABILITY TO SUCCESSFUL BIDDER

Details	Physical front
DRAWING FRONT	Not Applicable as Residual and Detailed Engineering is under Bidder's scope and necessary layout is already available in the tender document.
PHYSICAL FRONT	100 percent physical front will be available upon award of works.

ANNEXURE - II
TO
SPECIAL CONDITIONS OF CONTRACT

[LOADING AND PENALTY] – NOT APPLICABLE

ANNEXURE - III
TO
SPECIAL CONDITIONS OF CONTRACT

[CONSTRUCTION SUB-CONTRACTOR'S APPROVAL]

APPROVAL OF CONSTRUCTION SUB-CONTRACTOR

1.	NAME OF MAIN CONTRACTOR	:	
2.	NAME OF WORK, LOCATION	:	
3.	NAME OF PROPOSED SUB-CONTRACTOR	:	
4.	SCOPE OF WORK PROPOSED TO BE SUB-CONTRACTED (BRIEF)	:	
5.	**ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR):**	:	
6.	***QUALIFYING CRITERIA FOR SUB-CONTRACTOR:***	:	**------**
6.1	**Similar Work experience :**	:	
i)	**1 (One) Contract of 80% or 2 (two) contracts of 50% or 3 (Three) contracts of 40% each of estimated value of proposed work to be sub-contracted :**	:	
ii)	**Annual Turnover** average annual turnover not less than **30% of estimated value of proposed work to be sub-contracted** during the immediately preceding 3 (Three) financial years	:	
iii)	**Networth shall be positive as per the immediate preceding year's Audited financial results as per latest annual balance sheet/ Profit & loss account:**	:	
7.	EXPERIENCE AND FINANCIAL DETAILS OF PROPOSED SUB-CONTRACTOR	:	
i)	Contract Value of similar work executed (as evidenced by work Order & Completion Certificate) During the last 7 years	:	

ii)	Average Annual Turnover during last 3(three) years (as evidenced by Balance Sheets)	:	
iii)	Networth as per latest annual balance sheet/ Profit & loss account	:	
8	CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR	:	
i)	Sl.No. 7(i) >6 (i)	:	YES / NO
ii)	Sl.No. 7 (ii) >6 (ii)	:	YES / NO
iii)	Sl.No. 7 (iii) > 6.1 (iii)	:	YES / NO
9	Based on above information, we M/s_____(Name of Main Contractor) propose M/s._____(Name of proposed sub-contractor) as our sub-contractor for the above mentioned works. We understand that notwithstanding above approval, we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall not absolve/relieve us of our responsibility to complete the works as per the terms and conditions of the Contract.		

NOTE: Contractor to fill all the details in the above proforma. Further Contractor shall also fill-in the details at Sl.No.5 above based on the estimated value of the proposed work to be subcontracted.

(STAMP & SIGNATURE OF CONTRACTOR)

ANNEXURE - IV
TO
SPECIAL CONDITIONS OF CONTRACT

[QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON-MOBILIZATION]

प्रमुख निर्माण कार्मिकों के लिए अपेक्षित योग्यता एवं अनुभव और तैनाती न करने पर जुर्माना

QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON-MOBILIZATION

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
1	01.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	12.06.2015	Doc. No. 9-1940-0001 Rev 1 has been revised and issued as Standard	DJ	RK	MD	SC

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Abbreviations:

CV	:	Curriculum Vitae
EPC	:	Engineering, Procurement & Construction
EPCC	:	Engineering, Procurement, Construction & Commissioning
ISO	:	International Organization for Standardization
NDT	:	Non Destructive Testing
QA/QC	:	Quality Assurance /Quality Control
RT	:	Radiography Testing
UT	:	Ultrasonic Testing

Construction Standards Committee

Convenor: Sh. A K Kundu, ED (Construction)

Members:
Sh. Janak Kishore, ED (Projects)
Sh. Biswajit Mandal, Sr. GM (SCM)
Sh. Udayan Chakravarty, Sr. GM (Piping)
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Sh. Debasish Ghosal, GM (Construction)
Sh. Pankaj Kumar Rai, AGM (Construction)

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Qualification & Experience (Post Qualification)

CATEGORY	QUALIFICATION & EXPERIENCE (POST QUALIFICATION) REQUIRED			
Resident Construction Manager/ Resident Engineer/Site-In-Charge	Degree or Diploma in Engineering with minimum following relevant experience in construction:			
	Awarded value (Rs) →	< 10 Cr. Works	10 - 50 Cr. Works	> 50 Cr. Works
	Degree holders	5 yrs	10 yrs	15 yrs
	Diploma holders	8 yrs	13 yrs	20 yrs
Lead Discipline Engineer (Mechanical, Civil, Electrical, Instrumentation)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead Welding / NDT Engineer	Degree or Diploma in Mechanical Engineering/ Metallurgy with the minimum following experience in Welding & NDT (Non Destructive Testing) and possessing valid Level-II certificate in the relevant NDT methodology (RT/UT)			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead QA/QC Engineer	Degree or Diploma in Engineering with following experience (refer Note 1 also) :			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs of construction experience of which minimum 1 years in QA/QC	5 yrs of construction experience of which minimum 2 years in QA/QC	10 yrs of construction experience of which minimum 3 years in QA/QC
	Diploma holders	5 yrs of construction experience of which minimum 3 years in QA/QC	8 yrs of construction experience of which minimum 5 years in QA/QC	13 yrs of construction experience of which minimum 6 years in QA/QC
Lead Planning Engineer	Degree or Diploma in Engineering with following experience in Planning & Scheduling			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	8 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Safety Officer / Supervisor	As per HSE Specification enclosed elsewhere in the bidding document.			

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Warehouse- In- Charge/ Materials Manager	Diploma in Engineering or Diploma in Materials Management or Graduate in any stream with min. following experience in Warehousing/ Stores Management:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Experience	3 years	5 yrs.	10 yrs.
Quantity Surveyor	Degree or Diploma in Engineering with minimum following experience in quantity estimation, field measurement, bill preparation etc. in Construction field:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	2 yrs	3 yrs	5 yrs
	Diploma holders	4 yrs	6 yrs	8 yrs
Discipline Engineer	Degree in relevant Engineering Discipline with minimum 2 years of relevant experience in construction or Diploma in relevant Engineering Discipline with minimum 4 years of relevant experience in Construction. Welding / NDT engineer shall possess valid Level-II certificate in the relevant NDT methodology (RT/UT).			

NOTES : (For Table)

1. For Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 50 crores, the Lead QA/QC Engineer shall be a qualified internal auditor for ISO 9001.
2. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in-Charge.

PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off meeting / jointly agreed between contractor and PMC / Owner based on front availability etc.

- Rs. 7000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge.
- Rs. 4000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge, Lead Discipline Engineers, Lead Welding / NDT Engineer and the Quantity surveyor.
- Safety Officer (As per HSE Specification).

NOTES : (For Penalty Clauses)

a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty.

b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge, else penalties as above shall be applied.

c) Total of above penalties shall not exceed 2% of the awarded contract value.

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ANNEXURE - V
TO
SPECIAL CONDITIONS OF CONTRACT

[PROJECT EXECUTION PLAN]

NOT APPLICABLE

ANNEXURE - VI
TO
SPECIAL CONDITIONS OF CONTRACT

[LIST OF MAJOR TAGGED/CRITICAL EQUIPMENTS]

NOT APPLICABLE

ANNEXURE - VII
TO
SPECIAL CONDITIONS OF CONTRACT

[LIST OF FREE ISSUE MATERIAL]

FREE ISSUE MATERIAL: NIL

ANNEXURE - VIII

TO

SPECIAL CONDITIONS OF CONTRACT

[MECHANICAL COMPLETION, PRE-COMMISSIONING & COMMISSIONING]

MECHANICAL COMPLETION

Mechanical Completion" means the installation of all equipment and facilities and the completion of all hot welding works required to complete the package in all respects, completion of painting of all items and thereafter the completion of all activities to be performed by the CONTRACTOR including Pre-commissioning and trial run activities, completion of all punch list items as provided by OWNER/PMC and/or Statutory bodies like OISD, CCE, TAC, Factory Inspector, Pollution Control Authorities etc. as applicable, but excluding for the limited purpose of enabling milestone payment due upon commissioning of the Unit(s), final painting and punch list items which, in the sole opinion of the Engineer-in-Charge, do not affect Commissioning. Notwithstanding any exclusion as aforesaid, Mechanical Completion shall be understood not to have achieved for any purpose other than the milestone payment due on Mechanical Completion or for the purpose of any payment milestone(s) subsequent to Mechanical Completion unless the excluded items are completed.

PRE COMMISSIONING

Pre-commissioning" shall mean all activities required to be performed after final tests for all plant, equipment & machinery comprised within the package which is the subject matter of the Contract to bring the equipment covered from an inactive condition to a state ready for trial run and shall include but not be limited to checking of systems, checking of electrical equipment for proper earthing, installation of resistance, conducting operability tests on individual equipment, testing of fire protection system, completion of signage, integration of software systems including integration with Refinery/Petrochemical ERP (if applicable) Pre-commissioning shall be performed with the participation of Owner's engineers, operation and maintenance team.

COMMISSIONING:

Commissioning" means successfully pressing into service of the plant(s), Equipment(s), Vessel(s), Pipeline(s), Machinery(ies) and systems & subsystems comprised in accordance with the procedures as approved in the applicable Operating Manual and as per the requirement of Process Licensor after successful testing, pre-commissioning and trial run.

ANNEXURE - IX
TO
SPECIAL CONDITIONS OF CONTRACT

WORK DURING MONSOON

MONSOON COMBAT

a) During the Monsoon season, the CONTRACTORs shall be responsible for making arrangements to combat monsoon to ensure uninterrupted site works. CONTRACTOR will make arrangements for keeping the prefabrication yard as well as working area free of water logging and make necessary approach to work site as required.

b) The execution of the work shall entail working in all seasons including the monsoons. In so far as necessary, the CONTRACTOR shall maintain at site at all times such material, labor, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or other rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and/or other protection as shall or may be necessary for the work during the monsoon or other rains so that the rains or monsoon ***shall not hamper working***. CONTRACTOR shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the job sites so as to keep the construction site and areas to be worked upon, free of water.

CONTRACTOR shall provide scheme for suitable ***coverage of the work area*** in addition to other covered pre-fabrication yards proposed by them for continuity of works during monsoon and shall implement the schemes for effective mitigation of effects of monsoons at no extra cost to the Owner.

ANNEXURE - X
TO
SPECIAL CONDITIONS OF CONTRACT

[TERMS OF PAYMENT]

PAYMENT TERMS FOR CONTRACTS ON ITEM RATE BASIS

ON ACCOUNT PAYMENTS

Progressive payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

S. NO.	NATURE OF WORK	PAYMENT TERMS
1.	**CIVIL**	
1.1	**Soil Investigation/ Geotechnical/ Topographical & route survey**	- 80% on completion of work on prorate basis as certified in monthly progress bill. - 15% on submission of Final Documentation / Reports in Code-1. - 05% on completion of all works in all respects and issuance of completion certificate.
1.2	**Piling – Installation**	- 95% on installation of individual Pile for full length. - 05% on completion of all works in all respects and issuance of completion certificate.
1.3	**Piling - Testing**	- 80% on field testing. - 15% on submission of test reports along with analysis and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
1.4	**Sheet Piling**	**Case-I** **Installation of sheet pile with subsequent removal (Incase removal of pile is not possible, Case-II is applicable for payment terms)** - 05% on submission & approval of design - 25% on Design and supply of material at site - 50% on installation of sheet piling - 15% for subsequent removal of sheet piles - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II** **Installation of sheet pile without removal** - 05% on submission & approval of design - 25% on Design and supply of material at site - 60% on installation of sheet piling - 05% on removal of waler beam - 05% on completion of all works in all respects and issuance of completion certificate.
1.5		**a. CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)**

	U/G PIPING **Measurement in Running Meter**	- 20% on fabrication. - 30% on NDT, Pre-testing, tape coating. - 30% on laying in position, welding, NDT/Radiography etc. - 15% after flushing, hydro-testing and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **b. CARBON STEEL (CEMENT LINED) (PIPES – FREE ISSUE)** - 20% on completion of Cement lining and receipt of lined pipe at site. - 15% on fabrication. - 25% on NDT, Pre-testing, tape coating. - 20% on laying in position, welding, NDT/Radiography etc. - 15% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **Note:** Contractor shall submit the Bank Guarantee for an equivalent amount of Free Issue Material taken outside the Project premises for cement lining purpose with validity till receipt of materials at Project premises plus 03 Months claim period. **c. CARBON STEEL (PIPES–SUPPLIED BY CONTRACTOR)** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 45% on receipt and acceptance of pipes at site. - 10% on fabrication. - 15 % on NDT, tape coating. - 10% on laying in position, welding, jointing, NDT/Radiography etc. - 10% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **d. CARBON STEEL (PRE-COATED PIPES – SUPPLIED BY CONTRACTOR).** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% on receipt and acceptance of pipes at site. - 10% on fabrication. - 05 % on NDT, tape coating. - 10% on laying in position, welding, jointing, NDT/Radiography etc. - 10% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate.

		e. CARBON STEEL (CEMENT LINED) (PIPES – SUPPLIED BY CONTRACTOR). - 05% on issuance of sub-order (for bare line pipes or cemented line pipes) and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% (##) on receipt and acceptance of Cement lined pipe at site. - 10% on fabrication. - 10% on NDT, tape coating. - 10% on laying in position, welding, jointing, NDT/Radiography etc. - 05% after flushing, hydro-testing and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **## Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**
1.6	**U/G PIPING** **Measurement in In-Dia & In-Meter**	**CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)- Incase SOR items are in Inch-dia (fabrication) and Inch-meter (erection).** **Fabrication (ID)** - 65% on welding of joints. - 30% on radiography and other examinations, repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection. - 05% on completion of all works in all respects and issuance of completion certificate. **Erection (IM)** - 30% on pre-testing, tape coating of prefabricated pipes. - 45% on trenching, laying in position, field welding, jointing, NDT/radiography and ready for hydrotesting. - 20% on hydrotesting, drying (if applicable) and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate.
1.7	**Specials / MITRES for U/G Piping**	- 85% after welding of joints & its acceptance. - 10% after completion of tests as per respective piping spec, wrapping/coating, painting (as applicable). - 05% on completion of all works in all respects and issuance of completion certificate.
2.	**CIVIL,STRUCTURAL AND ARCHITECTURAL WORKS**	

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2.1	**Structural steel works**	**I. In case of Contractor supplied material.** a. FABRICATION AT SITE - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 50 % on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 08% on erection. - 07% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent rolling bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site. - 08% on erection. - 07% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. **II. At issue rates (Chargeable basis).** - 05% on finalization of quantity, plan and submission of fabrication drawings. - 50% on transportation of material from storage yard / stores points to fabrication yard and fabrication surface preparation and application of primer coat. - 30% on erection. - 10% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. **III. Free Issue.**

		- 05% on finalization of quantity, plan and submission of fabrication drawings. - 50% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 30% on erection. - 10% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.2	**Reinforcement steel**	- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 65% on receipt and acceptance of material at site. - 25% on cutting, laying and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
2.3	**Precast concrete Item/ Block** **(Contractor supplied material)**	- 60% on completion of casting work duly certified by Engineer-in- charge. - 20% against erection. - 15% against alignment, leveling, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.4	**Precast concrete Item/ Block** **(Cement Free issue material)**	- 50% on completion of casting work duly certified by Engineer-in- charge. - 30% against erection. - 15% against alignment, leveling, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.5	**Structural Steel Painting Works**	- 95% (##) after completion of touch up/repair of primer and intermediate coat/coats and final coat. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge depending on number of intermediate coats.**
2.6	**Composite items.**	Composite items of Reinforced Cement Concrete (RCC) work inclusive of Excavation, shoring, strutting, Plane Cement Concrete (PCC), Centering and shuttering, back filling and disposal of surplus earth in sub-structure: - 35% on completion of earth work in excavation, PCC centering & shuttering - 45% on completion of RCC - 15% on back filling and removal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate.

2.7	**Composite items.**	Composite items of RCC work in non-suspended slabs/pavement slabs including pedestals, ramps etc. - 40% on completion of sand filling, centering, shuttering and PCC - 55% on completion of RCC - 05% on completion of all works in all respects and issuance of completion certificate.
2.8	**Composite items.**	Brick works in sub-structure - 50% on completion of excavation and PCC and receipt of Bricks at site - 25% on completion of Brick works - 20% on completion of back filling and disposal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate
2.9	**Architectural works.**	**I. Steel/ Aluminium/ Glazed Glass/ PVC etc. Doors, Windows & Ventilators.** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 65% on receipt of material at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **II. Fire Door** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 05% on approval of Shop drawings. - 60% on receipt and acceptance of material including all accessories at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **III. Roofing** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 65% on receipt of material at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate.

	Architectural works.	**IV. False Ceiling, False flooring,** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt of material at site - 25% on Installation in position and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **V. Fire Proof Partition/ Aluminum Partition/ Gypsum Partition/ Toughened Glass Partition** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of material at site - 25% on Installation in position and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **VI. Cladding/ Facades etc.** - 05 % on submission & approval of design & drawings - 10% on issuance of sub-order & submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of material at site - 20% on Fixing/ Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate **VII. Modular Furniture** - 10 % on approval of furniture drawings at least in Code II - 60% on receipt of material at site - 25% on Fixing/ Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **VIII. Internal & External Paint of Building.** - 10% on application of putty/ primer /surface preparation etc. - 45 % (##) on Primer& intermediate coats. - 40% on Final coat. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.** **IX. Waterproofing cum Over Deck Roof Insulation Works.**

	Architectural works.	- 10% on surface preparation and application of primer. - 50% on intermediate coats / layers. - 35% on Final layer, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate **X. Composite items of Partition works made with Glass Partition & Gypsum Partition.** - 5% on approval of Shop Drawings - 35% on receipt and acceptance of material at site - 55% on Installation and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate. **XI. Composite items of Acoustical Wall Paneling with fabric wrapped, Green Wall.** - 5% on approval of Shop Drawings - 35% on receipt and acceptance of material at site - 55% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion The above payment terms will be applicable for similar items in miscellaneous items. the decision of engineer-in-charge on identification of similar items shall be binding on the contractor.
2.10	**Platform, Ladder**	**I. In case of Contractor supplied material.** a. FABRICATION AT SITE - 50% on receipt and acceptance of material at site. - 30% on fabrication, surface preparation and application of primer. - 15% on erection, aligning and welding. - 05% on completion of all works in all respects and issuance of completion - certificate. b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES / VENDOR'S SHOP - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor shop with validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on fabrication, surface preparation and application of primer and receipt of fabricated material at site. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate. **II. At issue rates (Chargeable basis)**

		- 80% on transportation of material from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate. **III. Free Issue** - 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 30% on erection, alignment, welding etc. 05% on completion of all works in all respects and issuance of completion certificate.
2.11	**Hand Railing**	**I. In case of Contractor supplied material.** a. FABRICATION AT SITE - 50% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer and galvanizing (if applicable) - 15% on erection, aligning and welding. - 10% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **II. At issue rates (Chargeable basis)** - 70% on transportation of material from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat ,galvanizing and painting (if applicable) - 15% on erection, alignment, welding etc. - 10% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **III. Free Issue** - 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat galvanizing and painting (if applicable) - 15% on erection, alignment, welding etc. - 15% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **IV. Contractor supplied handrail (Handrail Fabricated outside refinery with**

	Hand Railing	**raw material).** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of raw material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on receipt and acceptance of finished handrail at site. - 15% on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate. **V. Contractor supplied pre-fabricated handrail (Handrail in final condition ordered on sub-vendor).** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 70 % on receipt and acceptance of finished handrail at site. - 15 % on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate.
2.12	**Gratings**	**I. Contractor supplied gratings (Grating Fabricated outside refinery with raw material).** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of raw material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop/ yard with validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on receipt and acceptance of finished gratings at site. - 15% on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate. **II. Contractor supplied gratings (Grating in final condition ordered on sub-vendor)** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 70 %on receipt and acceptance of finished gratings at site. - 15 %on erection, aligning, welding and completion of final painting or touchup

		as applicable. - 05% on completion of all works in all respects and issuance of completion certificate.
2.13	**Other Civil, Structural & Architectural works**	- 95% (##) on completion of work as certified in monthly progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge**.
3.	**MECHANICAL WORKS**	
3.1	**Above Ground Piping Works** **(Pipes*& Pipe Components*, Valves, Orifice plates - Free issue)**	**a. Fabrication & Erection of Piping** - 45% after fabrication including NDT, as applicable. - 30% after site erection, field welding, radiographic and other examination. - 10% after providing supports, alignment, providing vents, drains. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Erection of Valves, Orifice Plates** - 85% after transportation and erection. - 08% after flushing and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.2	**Piping Works-** **Fabrication at site.** **(Pipe & Pipe Components, Valves - Supplied by Contractor)**	**a. Fabrication & Erection of Piping** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim - 45% after receipt and acceptance of material at site. - 20% on fabrication including NDT, as applicable. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. **b. Erection of Valves** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 60% after receipt and acceptance of material at site. - 15% after erection, welding, radiographic and other examination.

		- 08% after hydro-testing and final approval. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.3	**Piping Works-** **Fabrication at yard outside the Project premises.** **(Pipe & Pipe Components, Valves – Supplied by Contractor)**	**a. Fabrication & Erection of Piping** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 45% after receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication including NDT, as applicable, and receipt of fabricated Piping at site. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.4	**Fabrication of respective piping items in Inch Dia.** **(Free issue materials)**	- 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.5	**Erection of piping items to be paid in IM basis.** **(Fabricated in Inch. dia. as above)**	- 70% after site erection, field welding, radiographic and other examination. - 15% after providing support, alignment, providing vents, drains etc. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.6	**Specials/ MITRES for A/G piping**	- 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec, application of shop primer etc. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.7	**NDT (i.e Radiography, UT, MPT/ DPT etc.)**	- 95% on submission of reports and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
3.8	**Stress Relieving**	- 95% after successful completion of stress relieving. - 05% on completion of all works in all respects and issuance of completion

		certificate.
3.9	**Painting**	**a. Painting** - 30% on surface preparation and primer painting at shop / fabrication yard. - 65% (##) on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.**
	Insulation Works	**b. Insulation Works** - 50% (##) on supply and acceptance of material at site. - 25% after installation at site. - 20% on inspection after installation, its acceptance and removal of scaffolding, if any. 05% on completion of all works in all respects and issuance of completion certificate. **(##) Payment shall be released on Prorata basis on supply & acceptance of major insulation material.**
3.10	**Equipment**	**a. Column, Vessels, Filters, Ejectors etc.** - 65% **{Note 1}** after transportation from stores / storage points to erection site and erection on foundation. - 25% after alignment and grouting. - 03% after cleaning, box up of manholes, providing all instruments/ auxiliary of fit ups and making ready for startup. 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. **{Note 1}:** For Heavy lift equipment's, this milestone payment shall be divided in two milestone payments in case of the item is on lump-sum basis: - 20% on mobilization of required capacity crane at site. - 45% after transportation from stores / storage points to erection site and erection on foundation. **b. Trays and Internals** - 95% after transportation from stores / storage points to erection site, cleaning, placing, bolting/welding, testing within equipment, testing and inspection. - 05% on completion of all works in all respects and issuance of completion

	Equipment	certificate. **c. Heat Exchangers** - 65% after transportation from stores / storage points to erection site and erection. - 20% after alignment and grouting. - 08% after completion of flushing, draining, drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. **d. Testing of Heat exchangers** - 70% after testing. - 23% after completion of flushing, draining, drying by compressed air. - 02% after mechanical completion - 05% after completion of all works in all respects and issuance of completion certificate. **e. Machineries (Compressors, Pumps & Misc.)** - 45% after transportation from stores / storage points to erection site and placing in position. - 30% after initial alignment, leveling and grouting. - 18% after final alignment, shaft alignment after pipe hook-up, dowelling, initial fill of lubricants, mounting of accessories and completion of piping. - 02% after mechanical completion. 05% on completion of all works in all respects and issuance of completion certificate. **f. EOT Crane (In case of Contractor supplied material).** - 05% on finalization of design, engineering and submission of approved drawings. - 50% on receipt and acceptance of material at site. - 30% on installation and completion of EOT crane including Structural, Mechanical, Electrical, instrumentation works. - 02% on receipt of spares at site. - 08 % on completion of testing& acceptance, commissioning. - 05% on completion of all works in all respects and issuance of completion certificate.
3.11		**HVAC, Clean Agent System (CAS), Cathodic Protection (CP), Electrical Heat Tracing System (EHTS) Lumpsum.** - 05% on finalization of design, engineering and submission of approved

	HVAC, Clean Agent System (CAS), Cathodic Protection (CP), Electrical Heat Tracing System (EHTS) **Lump Sum**	drawings. - 50% (##) on receipt and acceptance of material at site. - 30% (##) on installation - 02% on receipt of spares at site. - 08% on completion of testing& acceptance, commissioning. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further billing break up, if necessary, shall be recommended/approved by Engineer-in-charge.**
3.12	**ELEVATOR PACKAGE**	**ELEVATOR PACKAGE** - 5% on issuance of suborder and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus three months of claim period. - 45% on receipt and acceptance of material at site - 15% after erection in M/c room, alignment of all equipment inside shaft including car body. - 15% on completion of installation including doors and other Electrical and Instrumentation work - 15% after testing and acceptance including load test - 05% on completion of all works in all respect and issuance of completion certificate.
4.	**ELECTRICAL WORK**	
4.1	**For Supply Items**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 5% on vendor drawing submission as per DCI and approval - 80% on receipt and acceptance of material at site. - 05% on completion of all works in all respects and issuance of completion certificate.
4.2	**For Erection Items**	- 80% on completion of erection / installation. - 15% on testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
4.3	**For Items involving both Supply & Erection**	- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 05% on vendor drawing submission & approval - 55% on receipt and acceptance of material at site. - 20% after erection /installation. - 10% after testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
5.	**INSTRUMENTATION**	

5.1	**For Supply Items**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 05 % on vendor drawing submission as per DCI and drawing approval - 80 %on receipt and acceptance of material at site - 05% on completion of all works in all respects and issuance of completion certificate.
5.2	**For Erection/ Installation Items**	**a. Items not requiring loop checking.** - 85% on completion of erection / installation. - 10% on testing - 05% on completion of all works in all respects and issuance of completion certificate. **b. Items requiring loop checking.** - 80% on completion of erection/ installation. - 15% on testing and loop checking. - 05% on completion of all works in all respects and issuance of completion certificate.
5.3	**For Items with supply and erection / installation**	**a. Items not requiring loop checking** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of materials at site. - 30% on completion of erection / installation and testing. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Items requiring loop checking** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% on receipt and acceptance of materials at site - 25% on completion of erection / installation. - 10% on testing and loop checking - 05% on completion of all works in all respects and issuance of completion certificate.
5.4	**Ducts, Trays and Other Fabricated Materials** **(Supply in Contractor's scope)**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 55% after receipt and acceptance of fabricated materials (Ducts / Trays) at site. - 25% after erection.

		- 05% after welding and final painting, if any - 05% on completion of all works in all respects and issuance of completion certificate.
5.5	**Calibrations Main Instruments**	- 80% after calibration. - 15% after completion of recalibration during loop test, if any - 05% on completion of all works in all respects and issuance of completion certificate.
5.6 (a)	**Package works (Design, Supply, Installation, testing & Commissioning like CCTV, fire alarm, access control works)** **Lumpsum**	**a. Package works (Design, Supply, Installation, testing & Commissioning like CCTV, fire alarm, access control works) Lumpsum.** - 05% on finalization of design, engineering and submission of approved drawings. - 60% (##) on supply and acceptance of material at site. - 20% (##) on installation and completion of Civil, Structural, Instrumentation works. - 02% on receipt of spares at site. - 08 % on completion of Testing & Commissioning. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further billing break up, if necessary, shall be recommended/ approved by Engineer-in-charge.**
(b)	**Package works (Design, Supply, Installation, testing & Commissioning like IT works, LAN system** **Lumpsum**	**b. Package works (Design, Supply, Installation, testing & Commissioning like IT works, LAN system) Lumpsum.** - 05% on finalization of design, engineering and submission of approved drawings. - 65% (##) on supply and acceptance of all material at site. - 25% (##) on acceptance which includes installation, configuration, checking of technical and functional requirements. - 05% on completion of all works in all respects and issuance of completion certificate including migration (if applicable). **(##) Further billing breakup, if necessary, shall be recommended/ approved by Engineer-in-charge.**
5.7 (a)	**Package works (Supply, Installation, testing & Commissioning like CCTV works) Lumpsum**	**a. Package works (Supply, Installation, testing & Commissioning Like CCTV, fire alarm, access control works) Lumpsum.** - 60% (##) on receipt and acceptance of material at site. - 25% (##) on installation and completion of Civil, Structural, Mechanical, Electrical, instrumentation works. - 02% on receipt of spares at site. - 08% on completion of Testing & Commissioning. - 05% on completion of all works in all respects and issuance of completion certificate.

		(##) Further billing breakup, if necessary, shall be recommended/ approved by Engineer-in-charge.
(b)	**Package works (Supply, Installation, testing & Commissioning like IT works, LAN system** **Lumpsum**	**b. Package works (Supply, Installation, testing & Commissioning Like IT works, LAN system) Lumpsum.** - 65% (##) on supply and acceptance of all materials at site. - 30% (##) on Acceptance which includes installation, configuration, checking of technical and functional requirements. - 05% on completion of all works in all respects and issuance of completion certificate including migration (if applicable). **(##) Further billing breakup, if necessary, shall be recommended/ approved by Engineer-in-charge.**
6.	**TANKAGES**	**a. Free issue material** i. Design and plate work of floating roof for both, Open tank floating roof and Covered tank floating roof: - 05% on design of floating roof and approval of drawings. - 20% after fabrication. - 25% after erection. - 35% after welding, NDT / radiography and acceptance thereof. - 10% after testing. - 05% on completion of all works in all respects and issuance of completion certificate. ii. Plate work: - 05% on approval of fabrication drawings. - 20% after fabrication. - 25% after erection. - 35% after welding, NDT / radiography and acceptance thereof. - 10% after hydro-testing, disposal of water after hydro testing and cleaning of tank. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Material supplied by Contractor** i Design and plate work of floating roof for both, Open tank floating roof and Covered tank floating roof - 05% on design of floating roof and approval of drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim

		period - 35% on receipt and acceptance of material at site. - 10% after fabrication. - 15% after erection. - 20% after welding, NDT / radiography and acceptance thereof. - 05% after testing. - 05% on completion of all works in all respects and issuance of completion certificate. ii Plate work - 05% on approval of fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - *35%* on receipt and acceptance of material at site. - 10% after fabrication. - 15% after erection. - 20% after welding, NDT / radiography and acceptance thereof. - 05% after hydro-testing, disposal of water after hydro testing and cleaning of tank. - 05% on completion of all works in all respects and issuance of completion certificate. iii Floating roof seals - 05% on design and approval of drawings. - 45% on receipt and acceptance of material at site. - 35% on installation. - 10% on testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate. iv Appurtenances, Mixers etc. - 65% after receipt and acceptance of material at site. - 20% after installation, providing reinforcement pads. - 10% after testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate. v. Calibration - 95% on submission of duly approved calibration charts. - 05% on completion of all works in all respects and issuance of completion certificate.

		vi. Painting - 30% on surface preparation and primer application. - 65% (##) on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.** vii. Tanks pads (including anti-corrosive layers) - 65% on construction of tank pad. - 20% on completion of anti-corrosive layer. - 10% on repair of anti-corrosive layers (if any)/pitching works and after testing of tanks - 05% on completion of all works in all respects and issuance of completion certificate. viii. Cooling Water System / Foam system - 70% on supply and fabrication. - 15% on erection, welding and NDT/Radiography including supports. - 10% on Hydro testing. - 05% on completion of all works in all respects and issuance of completion certificate. ix. Insulation Works - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 50% on supply and acceptance of material at site. - 15% after installation of material. - 20% on inspection after installation, its acceptance and removal of scaffolding, if any. - 05% on completion of all works in all respects and issuance of completion certificate.
7.	**SPHERES** **(LUMPSUM BASIS)**	**a. Design & Engineering Cost** - 50% on submission of drawings and engineering details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Supply Cost (Spheres)** **Case-I: Shop Fabrication (Fabrication outside Project premises) & site**

		Erection: - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on prorate basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of structural steel/ pressing/forming of petals and crown etc on prorate basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 10% on receipt and acceptance of fabricated items at site on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:** - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 50% on receipt and acceptance of material at site on prorate basis. - 30% on fabrication of structural steel/ pressing/forming of petals and crown etc on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis. - 05% on completion of all works in all respects and issuance of completion certificate. **c. Site works cost (Site Erection):** - 80% on erection, alignment, welding/grouting, NDT on prorate basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **d. For all other items: Procurement & Supply** - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate.

		Construction: **Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.**
8.	**MOUNDED BULLETS** **(LUMPSUM BASIS)**	**a. Design & Engineering cost.** - 50% on submission of drawings and design details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Supply Cost (Mounded Bullets)** **Case-I: Shop Fabrication (Fabrication outside Project premises) & site Erection:** - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on pro-rata basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of shell / Dished Ends etc. on prorate basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 10% on receipt and acceptance of fabricated items at site on prorate basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:** - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 50% on receipt and acceptance of material at site on pro rata basis. - 30% on fabrication of shell / Dished Ends etc. on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis. 05% on completion of all works in all respects and issuance of completion

		certificate. **c. Site works cost (Site Erection):** - 80% on erection, alignment, welding, NDT on prorate basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **d. For all other items: Procurement & Supply** - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/ installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate. **Construction:** **Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.**
9.	**DWST (Double Wall Storage Tank)** **(LUMPSUM BASIS)**	**DWST (Double Wall Storage Tank) (LUMPSUM BASIS)** **a. Design & Engineering Cost** - 50% on submission of drawings and engineering details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Supply Cost (Double wall storage tank)** **Case-I: Shop Fabrication (Fabrication outside Project premises) & site Erection:** - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on prorate basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of structural steel, shell, roof and bottom plate etc on prorate basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site.

		- 10% on receipt and acceptance of fabricated items at site on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:** - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 50% on receipt and acceptance of material at site on prorate basis. - 30% on fabrication of structural steel, shell, roof and bottom plate etc. on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis. - 05% on completion of all works in all respects and issuance of completion certificate. **c. Site works cost (Site Erection):** - 80% on erection, alignment, welding/grouting, NDT on prorate basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **d. For all other items: Procurement & Supply** - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/ installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate. **Construction:** Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.

9.	**HEATERS**	
9.1	**Steel Works**	**a. In case of Contractor's supplied materials:** i. FABRICATION AT SITE - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 35% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 25% on erection, alignment, welding, grouting etc. - 05% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate. ii. FABRICATION AT YARD OUTSIDE PROJECT PREMISES - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 35% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated items at site. - 25% on erection, alignment, welding & grouting etc. - 05% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **b. At issue rates (chargeable basis):** - 05% on finalization of quantity, plan and submission of fabrication drawings. - 70% on transportation of material to site, fabrication, surface preparation and application of shop primer. - 15% on erection, alignment, welding/grouting etc. - 05% on completion of Final painting.

		- 05% on completion of all works in all respects and issuance of completion certificate. **c. Free Issue:** - 05% on finalization of quantity, plan and submission of fabrication drawings. - 45% on transportation of material to site, fabrication, surface preparation and application of shop primer. - 35% on erection, alignment, welding/grouting etc. - 10% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate.
9.2	**Coils**	**a. In case of Contractor supplied materials:** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 45% after receipt and acceptance of material at site. - 25% after fabrication, welding & NDT /radiography. - 05% after erection. - 10% after field welding is completed (including NDT/radiography and PWHT). - 05% after hydro-testing. - 05% on completion of all works in all respects and issuance of completion certificate. **b. i. In case of Owner supplied free issue material** - 60% after fabrication, welding, NDT / radiography. - 10% after erection. - 15% after field welding is completed (including NDT/radiography and PWHT) - 10% after hydro-testing. - 05% on completion of all works in all respects and issuance of completion certificate. **ii. Fabrication at Yard outside Project Premises.** - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 35%on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period.

		- 20% on fabrication, surface preparation and application of primer and receipt of fabricated items at site. - 20% on erection, alignment, welding & grouting etc. - 05% on completion of Final painting. - 05% after Hydrotesting. - 05% on completion of all works in all respects and issuance of completion certificate.
9.3	**Burners**	**a. In case of Contractor supplied material** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 65% after receipt and acceptance of material at site. - 25% after erection & alignment in position at site. - 05% on completion of all works in all respects and issuance of completion certificate. **b. In case of Owner supplied free issue material** - 95% after erection & alignment in position at site. - 05% on completion of all works in all respects and issuance of completion certificate.
9.4	**Air pre-heaters**	**a. In case of Owner supplied material as free issue** - 50% after erection. - 45% after alignment, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **b. In case of Contractor supplied material** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 65 % after receipt and acceptance of material at site. - 15 % after erection. - 10% after alignment, testing etc. 05% on completion of all works in all respects and issuance of completion certificate.
9.5	**ID/FD Fans**	**a. In case of Owner supplied material as free issue** - 45% after transportation from stores / storage points to erection site and placing in position. - 30% after initial alignment, leveling and grouting. - 20% after final alignment and mounting of accessories etc. - 05% on completion of all works in all respects and issuance of completion

		certificate. **b. In case of Contractor's supplied material** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - *45*% after receipt and acceptance of material at site. - 20% after transportation from stores / storage points to erection site and placing in position. - 15% after initial alignment, leveling and grouting. - 10% after final alignment and mounting of accessories etc. - 05% on completion of all works in all respects and issuance of completion certificate.
9.6	**Insulation Works**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 50% on supply and acceptance of material at site. - 15% after installation of material. - 20% on inspection after installation, its acceptance and removal of scaffolding, if any. - 05% on completion of all works in all respects and issuance of completion certificate.
9.7	**Refractory Works**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 40% on receipt and acceptance of materials at site. - 30% on installation. - 15% on initial dry out and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate
9.8	**Painting Works**	- 30% on surface preparation and primer application. - 65% (##) on final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge depending on number of intermediate coats.**
9.9	**Miscellaneous Works**	- 95% (##) on completion of work on pro-rata basis as certified in monthly progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**

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10.	**Laying of Pipeline and Associated Works (On Shore)**	
10.1	**Laying of Pipeline and Associated Works (On Shore)**	**a. PIPELINE LAYING:** **Free issue:** - 5% on completion of site development, stacking, clearing and grading of ROU etc. - 10% on completion of trenching by excavation/ blasting. - 5% on completion of stringing. - 15% on completion of Fabrication, Alignment, Field Welding. - 5% on completion of Radiography, NDT. - 5% on completion of Joint Coating. - 10% on completion of Lowering, laying of HDPE duct - 05% on completion of Tie-ins - 10% on completion of Backfilling. - 10% on completion of hydrotesting - 05% on dewatering, swabbing, magnetic cleaning plus electronic geometry pigging. - 10% on completion of restoration and marker installation etc. - 05% on completion of all works in all respects and issuance of completion certificate. The above payments shall be made subject to the following: i. For the purpose of payments of 10% on account of lowering and laying of HDPE duct, 05% on account of tie- ins and 10% on account of back filling, a minimum continuous stretch of 10 KMs or 5% of spread length whichever is lower, will be considered except for discontinuities on account of listed crossings. ii (i) is not applicable in case of city areas and where continuous ROU stretch is not released. iii. For discontinuity on account of major crossings specified in SOR (being paid separately as SOR item) crossing length shall not be taken into account for (i) and (ii) above for payment purposes. iv. All crossings, i.e, Creek, Railway, Road, Horizontal Directional Drilling and River crossings which are not separately listed in SOR items shall be paid on the basis of linear pipeline length laid. **b. OPTICAL FIBRE CABLE / HDPE (Supply)** - 10% on issuance of sub-order against submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - *75* % on receipt and acceptance of material at Project site / yard. - 10 % on Testing after laying as per specification. - 05% on completion of all works in all respects and issuance of completion certificate.

c. Installation of OFC

- 55 % on completion of laying / blowing of OFC through HDPE duct laid in the same Pipeline Trench.
- 20 % on Supply & Erection of Jointing Pit, Jointing of OFC as per Specification.
- 20% on OFC Testing as per specification.
- 05% on completion of all works in all respects and issuance of completion certificate.

d. HDD WORKS

- 10 % on carrying out Geotechnical Survey and design Approval.
- 25% on string preparation, NDT clearance, pre testing and Joint coating.
- 10% on pilot hole drilling.
- 35 % on reaming and Pulling of string.
- 10% on Post testing, Tie in and backfilling.
- 05% on Restoration including bentonite disposal and obtaining NOC
- 05% on completion of all works in all respects and issuance of completion certificate.

e. MICROTUNELLING WORKS

Micro-tunneling and Pipeline installation along with associated works

- 05% on submission and approval of drawings
- 05% on all type of pre-construction survey required for Design & calculation.
- 15% on construction of launching and receiving shaft.
- 10% on Mobilization and placement of Micro-tunneling equipment along with all the accessories and consumables at site.
- 35% on Supply and Installation of Jacking Pipe at site location.
- 05% on Carrier Pipe pre-installation hydro testing / repair.
- 08 % on Installation of carrier pipeline & HDPE ducts, MMO wire anode carrying ducts for CP, including provision of supports inside jacking pipe.
- 07% on Blowing of OFC, gauging of pipeline, NDT, Post installation hydro-testing, dewatering and swabbing.
- 05% on capping of jacking pipe, backfilling, final Clean-up & restoration (complete in all respect), disposal of drilling fluid and waste etc. and acceptance of the system by Owner.
- 05% on completion of all works in all respects and issuance of completion certificate.

f. STATION WORKS (Receipt / Dispatch terminals):

Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.

		g. TEMPORARY CATHODIC PROTECTION/ PERMANENT CATHODIC PROTECTION WORKS The payment for Temporary Cathodic Protection System shall be made based on the actual measurement of Pipeline in KM protected. The lump sum price for Temporary & Permanent Cathodic Protection system shall be considered and payable on prorate basis as per the following break-up - 05% on approval of design Document. - 05% on issuance of sub-order against submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of material at sites. - 20 % on installation of the system progressively. - 25 % on testing and commissioning of CP system. - 05% on completion of all works in all respects and issuance of completion certificate. Note: Payment against testing and commissioning in case of Permanent Cathodic Protection shall include Post commissioning survey (DCVG/ CAT/ CIPL – as applicable) and interference mitigation.
10.2	**SUBMARINE PIPE LINE LAYING WORK** **(FREE ISSUE MATERIAL)**	Payment terms for pipeline laying are basic guidelines for payment of pipeline laying work. The payment terms need to be suitably modified, if required, depending on work and quantum of work in consultation with Project Manager and GM (C&P): **a. Submarine Pipeline laying on pro-rata basis.** - 05% on completion of pre-construction survey. - 20% on mobilization of Lay-barge and other equipment. - 10% on Receiving, Taking over & Transportation of Coated Line Pipes to Installation site. - 50% on completion of repairs, welding, radiography, NDT, Installation including Trenching, Dredging and backfilling etc. - 05% on completion of hydro testing. - 05% on submission of As Built drawings & all other drawings/ documents. - 05% on completion of all works in all respects and issuance of completion certificate **b. Installation of SPM & PLEM System** - 05% on completion of pre-construction survey. - 20% on mobilization of Lay-barge and other equipments. - 10% on Receiving, Taking over SPM & PLEM etc. - 55% on completion of Installation and Testing. - 05% on submission of As Built drawings & all other drawings/ documents. - 05% on completion of all works in all respects and issuance of completion certificate **c. Pre-Commissioning & Commissioning Assistance.** - 50 % on Flood, Clean, Gauge & Hydro Test of Pipeline.

		- 30% on after completion of Pre-Commissioning, Integration and acceptance of the SPM system in all respects - 15% on completion of commissioning Assistance. - 05% on completion of all works in all respects and issuance of completion certificate.
10.3	**COATING AND TRANSPORTATION OF COATED PIPES**	- 10% after bare pipes are lifted by coating agency from pipe supplier yard. - 65 % prorate payment along with taxes & duties after coating and acceptance - 20% on receipt of coated pipes at dumpsite including repair charges and transportation charges for coated pipes. - 05% on completion of all works in all respects and issuance of completion certificate.
10.4	**DUMPSITE DEVELPMENT**	- 10% on production of land lease agreement copy - 85% payment after development of dumpsite for receipt of pipes as per specifications. - 05% on completion of all works in all respects and issuance of completion certificate.
10.5	**DUMPSITE MANAGEMENT**	- 85% on completion of work on pro-rata basis as certified in monthly progress bill. - 10% on restoration and obtaining NOC from land owner. - 05% on completion of all works in all respects and issuance of completion certificate.
11.	**MATERIAL HANDLING**	a. As soon as any consignment against a Bill of Lading /AWB is delivered at Project site in full, contractor shall submit his bills in triplicate as per Schedule of Price to Officer-in-Charge. b. If any of the consignments are required to be stored in contractor's godown by EIL / Owner, contractor may raise part bills for the services completed. Note: Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
12.	**Miscellaneous Works**	- 95% (##) on completion of work as certified in monthly progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**
13.	**For Lumpsum Rate Item (Not covered above)**	- 95% on completion of total work in all respects. (For all lumpsum item included in Schedule of Rate, Contractor shall furnish price breakup for quoted lumpsum prices for the approval of Engineer-in-Charge. Progressive payment for such items shall be made accordingly. In this regard decision of Engineer-in- Charge shall be final and binding to the Contractor). - 05% on completion of all works in all respects and issuance of completion certificate.
14.		**PEB Buildings (Without Civil Foundation)** - 05% on approval of design, detailed engineering and preparation of drawings & documents and submission of equivalent bank guarantee valid till receipt

	PEB Buildings (Without Civil Foundation)	and acceptance of material at site plus 3 months claim period. - 65% (##) on receipt and acceptance of pre-fabricated & pre-engineered structures / members with application of primer & painting at project premises. - 25% (##) on erection, alignment, welding, bolting, grouting etc. - 05% on completion of works in all respect and issuance of completion certificate. **(##) Further billing break up if necessary, shall be recommended/ approved by Engineer-in-charge.**
15.	**PEB Buildings (With Civil Foundation)**	**PEB Buildings (With Civil Foundation).** - 05% on approval of design, detailed engineering and preparation of drawings & documents and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 3 months claim period. - 45% (##) on receipt and acceptance of pre-fabricated & pre-engineered structures / members with application of primer & painting at project premises. - 45% (##) on Civil Works erection, alignment, welding, bolting, grouting etc. - 05% on completion of works in all respect and issuance of completion certificate. **(##) Further billing breakup if necessary, shall be recommended/ approved by Engineer-in-charge.**
16.	**Marine Cum Erection All Risk Insurance:**	**Marine Cum Erection All Risk Insurance:** Progressive payments shall be released to contractor against running account bills duly certified by Engineer in-charge after affecting the necessary deductions/ recovery, if any . The basis for payment against various items shall be as follows: **a. Premium for Marine Insurance :** 100% upfront premium of premium against Marine insurance coverage after award of work and within a week of receiving the Proforma Premium invoice. The contractor shall submit the tax invoice and proof of payment of GST at the earliest but not later than 3 months of realization of payment. **b. Premium against Erection All Risk (EAR) Cover :** • Premiums are to be released in installment on quarterly basis. • First premium shall be 5 % of the total Premium plus (95% of total premium /No of installments) within a week of receiving of invoice • Subsequent premium shall be of 95% of total Premium /No of installments and payable within due date of payment as specified in the policy. • The last premium shall be released at least six months before expiry of the policy. No of Installment= [1+{Period in months-6} /3] The contractor shall submit the tax invoice and proof of payment of GST at the earliest but not later than 3 months of realization of payment.

17.	**Third Party Inspection services :**	**Third Party Inspection services:** Progressive payments shall be released to contractor against running account bills duly certified by Engineer in-charge after affecting the necessary deductions/recovery, if any a. **Third Party Inspection services for inspection of equipment and materials including package items (Wherein flat percentage rate have been specified):** • Inspection services for the PO item: 90% shall be paid along with IRN of the respective PO item in complete status on prorate basis • 10% shall be paid along with issue of completeness certificate for final documentation as per VDR and on receipt and acceptance of all materials at site. **b. Third Party Inspection services for inspection of equipment and materials including package items based on man-day rate:** • 90% against submission of monthly bills and time sheet certified by the engineer in-charge • 10% shall be paid along with issue of completeness certificate for final documentation as per VDR and on receipt and acceptance of all materials at site. **c. For other services like attending monthly review meetings based on Man day rate 100% against submission of monthly bills and time sheet certified by the engineer in-charge.**

NOTE:

1. The above payment terms commensurate with the work executed.

2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.

3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by the Owner.

4. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.

5. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.

6. Where ever milestone payment is linked with sub ordering, Engineer-in-charge shall ensure that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

7. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against “Incoming Material Inspection Report” issued by EIL. Engineer-in-Charge shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

8. Mobilization Advance shall be paid as per the agreement with Owner for EPCM Projects and as per approval of EIL competent authority for OBE/LSTK.

9. Secured Advance shall be paid as per the agreement with Owner. However, no secured advance shall be paid against the material wherever milestone payment has been recommended on receipt and acceptance of material at site.

PAYMENT TERMS FOR VARIOUS CATEGORIES OF WORKS UNDER PACKAGES

1 ON ACCOUNT PAYMENTS

These payment terms shall be utilized only for the purpose of making progressive payments to the contractor. Progress Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery if any including interest charges accrued thereon. The basis for payment against various items shall be below:

2 TERMS OF PAYMENT

The basis and terms of payment for various items of Schedule of Lump sum prices, without prejudice to any other mode of recovery available to OWNER, shall be as follows: -

The CONTRACTOR shall submit further breakup for various activities of WORK for the purpose of billing for each discipline such as civil and structural, Mechanical, Piping, Electrical, Instrumentation, Insulation, Painting etc including breakup for Basic Design, Engineering, Detailed Engineering & procurement/supply which will be reviewed and approved by Engineer-in-charge within 60 days of submission of complete document in this regard by CONTRACTOR. The CONTRACTOR shall be paid monthly running account bills at stages of completion of individual item/work, based on the value assessment by Engineer-in-charge in the following manner after deductions of necessary dues payable by CONTRACTOR to the OWNER in accordance with various provisions made elsewhere in this document.

Sr. No.	Category of Work	PAYMENT TERMS
1	**Design & Engineering.**	**a) Package without modeling scope** - 40% on submission of drawings and P&IDs (as applicable) and their approval under Code 2. - 20% on submission of critical drawings* and documents (to be identified in VDR) which are crucial for interface / downstream engineering under Code 1. - 25% for balance docs in Code-1 - 10% on submission of As-built drawings, Operating & Instruction manual (as applicable). - 05% on completion of all works in all respects and issuance of completion certificate. (*) Critical drawings to be identified in the beginning (for all disciplines). **b) Package having modeling scope** - 30% on submission of drawings and P&IDs (as applicable) and their approval under Code 2. - 15% on submission of critical drawings* and documents (to be identified in VDR) which are crucial for interface / downstream engineering under Code 1. - 20% for balance docs in Code-1 - 10% on intermediate model review - 10% on final model review - 10% on submission of As-built drawings, Operating & Instruction manual (as applicable).

		- 05% on completion of all works in all respects and issuance of completion certificate. (*) Critical drawings to be identified in the beginning (for all disciplines).
2	**Procurement & Supply**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance material at site. - 75% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate.
3	**Construction**	Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected by C&P from the payment terms specified for item rate tenders and incorporate suitably in the tender document. Alternatively, Engineer-in-charge in discussion with Contractor can agree milestone payment for site grading, micro grading and building works items.
4	**Trial Run & Commissioning**	- 95% on commissioning & acceptance of plant/unit and submission of all documents. - 05% on completion of all works in all respects and issuance of completion certificate.

NOTES:

1. The above progressive payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract. Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. Tax Deduction Certificate shall be issued by the Owner.

2. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.

3. Part completion certificate whenever essential (offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.

4. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against “Incoming Material Inspection Report” issued by EIL.

5. Mobilization Advance shall be paid as per the agreement with Owner for EPCM Projects and as per approval of EIL competent authority for OBE/LSTK.

6. Secured Advance shall be paid as per the agreement with Owner. However, no secured advance shall be paid against the material wherever milestone payment has been recommended on receipt and acceptance of material at site.

ANNEXURE - XI
TO
SPECIAL CONDITIONS OF CONTRACT

[HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT]

प्रमुख निर्माण कार्मिकों के लिए अपेक्षित योग्यता एवं अनुभव और तैनाती न करने पर जुर्माना

QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON-MOBILIZATION

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
1	01.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	12.06.2015	Doc. No. 9-1940-0001 Rev 1 has been revised and issued as Standard	DJ	RK	MD	SC

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Abbreviations:

CV	:	Curriculum Vitae
EPC	:	Engineering, Procurement & Construction
EPCC	:	Engineering, Procurement, Construction & Commissioning
ISO	:	International Organization for Standardization
NDT	:	Non Destructive Testing
QA/QC	:	Quality Assurance /Quality Control
RT	:	Radiography Testing
UT	:	Ultrasonic Testing

Construction Standards Committee

Convenor: Sh. A K Kundu, ED (Construction)

Members:
Sh. Janak Kishore, ED (Projects)
Sh. Biswajit Mandal, Sr. GM (SCM)
Sh. Udayan Chakravarty, Sr. GM (Piping)
Sh. Ravindra Kumar, GM (Construction)
Sh. Debasish Ghosal, GM (Construction)
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Qualification & Experience (Post Qualification)

CATEGORY	QUALIFICATION & EXPERIENCE (POST QUALIFICATION) REQUIRED			
Resident Construction Manager/ Resident Engineer/Site-In-Charge	Degree or Diploma in Engineering with minimum following relevant experience in construction:			
	Awarded value (Rs) →	< 10 Cr. Works	10 - 50 Cr. Works	> 50 Cr. Works
	Degree holders	5 yrs	10 yrs	15 yrs
	Diploma holders	8 yrs	13 yrs	20 yrs
Lead Discipline Engineer (Mechanical, Civil, Electrical, Instrumentation)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead Welding / NDT Engineer	Degree or Diploma in Mechanical Engineering/ Metallurgy with the minimum following experience in Welding & NDT (Non Destructive Testing) and possessing valid Level-II certificate in the relevant NDT methodology (RT/UT)			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead QA/QC Engineer	Degree or Diploma in Engineering with following experience (refer Note 1 also) :			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs of construction experience of which minimum 1 years in QA/QC	5 yrs of construction experience of which minimum 2 years in QA/QC	10 yrs of construction experience of which minimum 3 years in QA/QC
	Diploma holders	5 yrs of construction experience of which minimum 3 years in QA/QC	8 yrs of construction experience of which minimum 5 years in QA/QC	13 yrs of construction experience of which minimum 6 years in QA/QC
Lead Planning Engineer	Degree or Diploma in Engineering with following experience in Planning & Scheduling			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	8 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Safety Officer / Supervisor	As per HSE Specification enclosed elsewhere in the bidding document.			

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Warehouse- In- Charge/ Materials Manager	Diploma in Engineering or Diploma in Materials Management or Graduate in any stream with min. following experience in Warehousing/ Stores Management:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Experience	3 years	5 yrs.	10 yrs.
Quantity Surveyor	Degree or Diploma in Engineering with minimum following experience in quantity estimation, field measurement, bill preparation etc. in Construction field:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	2 yrs	3 yrs	5 yrs
	Diploma holders	4 yrs	6 yrs	8 yrs
Discipline Engineer	Degree in relevant Engineering Discipline with minimum 2 years of relevant experience in construction or Diploma in relevant Engineering Discipline with minimum 4 years of relevant experience in Construction. Welding / NDT engineer shall possess valid Level-II certificate in the relevant NDT methodology (RT/UT).			

NOTES : (For Table)

1. For Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 50 crores, the Lead QA/QC Engineer shall be a qualified internal auditor for ISO 9001.
2. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in-Charge.

PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off meeting / jointly agreed between contractor and PMC / Owner based on front availability etc.

- Rs. 7000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge.
- Rs. 4000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge, Lead Discipline Engineers, Lead Welding / NDT Engineer and the Quantity surveyor.
- Safety Officer (As per HSE Specification).

NOTES : (For Penalty Clauses)

a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty.

b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge, else penalties as above shall be applied.

c) Total of above penalties shall not exceed 2% of the awarded contract value.

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CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
1	02.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	28.04.2015	Doc. No. 9-1940-0030 Rev 0 has been issued as Standard	DJ	SNB	MD	SC

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Abbreviations:

BIS	:	Bureau of Indian Standard
NABL	:	National Accreditation Board for Testing and Calibration Laboratories
CEIL	:	Certification Engineers International Ltd.
LRS	:	Llyod's Register Group Limited
BV	:	Bureau Veritas
ABS	:	ABS Consultancy
DNV	:	Det Norske Veritas
IRS	:	Indian Registrar for Shipping
PMI	:	Positive Material Identification

Construction Standards Committee

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Sh. Udayan Chakravarty, Sr. GM (Piping)
Sh. Ravindra Kumar, GM (Construction)
Sh. Debasish Ghosal, GM (Construction)
Sh. Pankaj Kumar Rai, AGM (Construction)

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Requirement for control of monitoring and measuring devices.

Sl. No.	Description	Calibration requirements	Frequency	Remarks
A.	**Civil-Survey**			
A.1.	Theodolite	To check for permanent adjustments by traversing and observing the closing error. (Refer Note).	Once in a year or project duration whichever is earlier.	Record to be maintained
A.2.	Level Instruments (Auto Level / Dumply Level)	To check by backsight / foresight readings, the temporary adjustments of level. (Refer Note).	Every use.	Record to be maintained
A.3.	Steel measurement tapes	----	----	a. "Freemans" make or BIS approved make shall be used. b. Mutilated, or broken tapes shall not be used. c. Marking on the tape shall be legible
A.4.	Cross staff	---	---	Same as 3b & 3c above.
A.5.	Distomat	Actual Physical Verification at Site.	Before using first time at site.	Records to be maintained.
A.6.	Total Station	To check for permanent adjustments by traversing and observing the closing error, etc. (Refer Note).	Once in a year or project duration whichever is earlier.	Record to be maintained
B.	**Civil Laboratory**			
B.1.	All balances - Mechanical	Check for zero error	Whenever used.	---
B.2.	Weigh Batcher / Batching Plant	Calibration of scales	Once in three Months.	Records to be maintained.
B.3.	Cube testing machine	Calibration certificate from manufacturers or from calibrating laboratories / agency. (Refer Note).	As per manufacturer specification or once a year whichever is earlier	Records to be maintained.
B.4.	Moisture Meter	Calibration of scales .	6 months.	Records to be maintained.
B.5	Vicat Appratus	Calibration certificate from manufacturers or from calibrating laboratories / agency. (Refer Note).	As per manufacturer specification or once a year whichever is earlier.	Records to be maintained.

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Sl. No.	Description	Calibration requirements	Frequency	Remarks
C.	**Mechanical/ Electrical/Welding**			
C.1	Pressure gauges	Calibration certificate from calibrating laboratories / agencies or calibrate by dead weight testers with standard weights or with master Gauge. (Refer Note)	Once in 6 months	Records to be maintained.
C.2	Dial gauges	Check for Zero error.	Whenever used	---
C.3	Dead weight tester	Calibration from manufacturer or calibrating laboratories / agency. Calibration certificate shall not be older than one month from the date of mobilization. (Refer Note).	As per manufacturer's recommendation or once in a six month whichever is earlier.	Records (Calibration certificate) to be maintained.
C.4	Vernier caliper / screw gauge	Check for Zero error.	Whenever used.	---
C.5	Holiday tester	Calibration from manufacturer or calibrating laboratories / agency or calibration by zeep meter. (Refer Note).	Once in 6 months.	Records to be maintained.
C.6	Elcometer	Check with standard test films supplied by the manufactures.	Before use .	Records to be maintained.
C.7	Universal Testing machine	Calibration Certificate from various third party inspection agency. Viz. CEIL, LRS, BV, ABS, DNV or IRS etc.	As per manufacturer's recommendation or once a year whichever is earlier.	Records to be maintained.
C.8	Charpy V-notch Impact testing machine.	Calibration Certificate from various third party inspection agency. Viz. CEIL, LRS, BV, ABS, DNV or IRS etc.	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained.
C.9	Hardness Testing machine.	Check with the standard test block supplied with the machine as per manufacturer's Recommendation.	Before use.	Records to be maintained.
C.10	Chemical Analysis, ex : PMI etc.	Check with the standard samples.	Before use.	Records to be maintained.
C.11	Various Digital and Analog meters.	Calibration Certificate from calibrating laboratories / agencies or the Manufacturer (Refer Note).	Once in Six Months or as per manufacturer's recommendation whichever is earlier.	Records to be maintained.

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Sl. No.	Description	Calibration requirements	Frequency	Remarks
C.12	HIPOT Kit, Multimeter / Clampmeter, Ohmicron Kit, CT Analyser, CRM Kit, BDV Kit, Tachometer etc.	Calibration Certificate from calibrating laboratories / agencies (Refer Note).	Once in Six months.	Records to be maintained.
C.13	Temperature / Pressure recorders	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	Once in Six months.	Records to be maintained
C.14	Temperature gauges	Calibration Certificate from calibrating laboratories / agencies (Refer Note).	Once in Six months.	To be discarded in case of damage or malfunctioning.
C.15	Thermocouples	Manufacturer's Certificate or Chemical Check	---	---
C.16	Vibration probes	Calibration from calibrating laboratories / agencies (Refer Note).	Once in a year.	To be discarded in case of damage or Malfunctioning.
C.17	Decibel-Meter	Calibration from calibrating laboratories / agencies (Refer Note).	Once in a year.	To be discarded in case of damage or Malfunctioning.
C.18	Manual Torque Wrench / Electric Torque Machine	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained
C.19	Mother Oven	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained.

Note: If Error is found, it has to be sent to manufacturers or their agents (Calibrating laboratories / agency) or to any other lab / agency for recalibration / rectification and certification. The calibrating laboratory / agency shall be NABL accredited or any other lab accredited as per ISO/IEC:17025 by any of the National/International accreditation body for relevant testing.

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निर्माण स्थल पर स्वास्थ्य, सुरक्षा एवं पर्यावरण प्रबंधन हेतु मानक विनिर्देश

STANDARD SPECIFICATION FOR HEALTH, SAFETY & ENVIRONMENTAL MANAGEMENT AT CONSTRUCTION SITES

Rev. No.	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
2	18/04/2023	REVISED & UPDATED	BT	RK	JPV	SM
1	07/06/2022	REVISED & UPDATED	BT	RK	JPV	SM
0	23/12/2020	REVISED & UPDATED	BT	RK	AKK	S Mazumdar

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Abbreviations:

AERB	:	Atomic Energy Regulatory Board
ANSI	:	American National Standards Institute
BARC	:	Bhabha Atomic Research Centre
BS	:	British Standard
BOCW	:	Building and other construction workers
BOO/BOOT	:	Build, Own, Operate/Build, Own, Operate, Transfer
EIL	:	Engineers India Limited
EIC	:	Engineer In charge
ELCB	:	Earth Leakage Circuit Breaker
EPC	:	Engineering, Procurement and Construction
EPCC	:	Engineering, Procurement, Construction and Commissioning
ESI	:	Employee State Insurance
GCC	:	General Conditions of Contract
GM	:	General Manager
GTAW	:	Gas Tungsten Arc Welding
HOD	:	Head of Department
HSE	:	Health, Safety & Environment
HIRAC	:	Hazard, Identification Risk Assessment & Control
HMV	:	Heavy Motor Vehicle
HV	:	High Voltage
IS	:	Indian Standard
ISO	:	International Organization for Standardization
IE	:	Indian Electricity
LTI	:	Lost Time Injuries
LMV	:	Light Motor Vehicle
LOTO	:	Lock Out & Tag Out
LPG	:	Liquefied Petroleum Gas
LSTK	:	Lump Sum Turn Key
MV	:	Medium Voltage
OH&S	:	Occupational Health and Safety
OISD	:	Oil Industry Safety Directorate
PPE	:	Personal Protective Equipment
PUC	:	Pollution Under Control
RC	:	Registration Certificate
RCCB	:	Residual Current Circuit Breaker
RCM	:	Resident Construction Manager or Site-in-Charge, as applicable
SCC	:	Special Conditions of Contract
SLI	:	Safe Load Indicator
SWL	:	Safe Working Load
TPI	:	Third Party Inspection
TBT	:	Tool Box Talks

Construction Standards Committee

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