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| | | | | और प्रमाणपत्र। |
| | | 1.6 टैम्पर रेसिस्टेंस और/या टैम्पर का पता लगाने वाली सुविधाओं की उपस्थिति सत्यापित करें। | सॉफ़्टवेयर और हार्डवेयर से टैंपरिंग को रोकने के लिए डिवाइस में लागू किए गए उपायों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण। | विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा:<br>1. सॉफ्टवेयर से टैंपरिंग रोकने के लिए डिवाइस संबंधी उपलब्ध उपाय।<br>2. हार्डवेयर से टैंपरिंग रोकने के लिए डिवाइस संबंधी उपलब्ध उपाय। |
| | | 1.7 चिप निर्माता द्वारा प्रदान की गई कोई भी उपलब्ध बौद्धिक संपदा सुरक्षा तकनीक सक्षम है। | यदि उपलब्ध हो तो चिप निर्माता द्वारा प्रदान की गई बौद्धिक संपदा सुरक्षा तकनीकों को सक्षम करने के लिए ओईएम टीम की उपस्थिति में परीक्षण। | विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा:<br>1. एसओसी की डेटाशीट<br>2. चिप निर्माता द्वारा प्रदान की गई बौद्धिक संपदा संरक्षण प्रौद्योगिकियों के संबंध में दस्तावेज़ीकरण, जिन्हें सक्षम किया गया है।<br>3. यदि चिप निर्माता द्वारा कोई बौद्धिक संपदा संरक्षण तकनीक प्रदान नहीं की जा रही है, तो एक घोषणा जिसमें समरूप बात हो। |
| | | 1.8 सत्यापित करें कि डिवाइस लोड करने से पहले बूट छवि हस्ताक्षर को सत्यापित करता है। | निम्नलिखित को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना :<br>1. वैध बूट छवि प्रदान किए जाने पर डिवाइस दस्तावेज़ीकृत सुरक्षित बूट प्रक्रिया के साथ सफलतापूर्वक बूट हो जाता है।<br>2. छेड़छाड़ की गई बूट छवि (जैसे मिसिंग हस्ताक्षर, अमान्य हस्ताक्षर) प्रदान किए जाने पर डिवाइस बूट नहीं होता है। | विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा:<br>1. एसओसी की डेटाशीट<br>2. सुरक्षित बूट के संबंध में डिवाइस के तकनीकी विनिर्देश (इसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ', हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए।) |
| | | 1.9 एम्बेडेड डिवाइस पर क्रिप्टोग्राफ़िक रूप से सुरक्षित छद्म-यादृच्छिक संख्या जनरेटर के उपयोग को सत्यापित करें (उदाहरण के लिए, चिप-प्रदत्त यादृच्छिक संख्या जनरेटर का उपयोग करके)। | डिवाइस में उपयोग किए जा रहे यादृच्छिक संख्या जनरेटर के संबंध में विक्रेता द्वारा प्रदान किए गए दस्तावेज़ का सत्यापन करना।<br>कोड-समीक्षा के माध्यम से सत्यापन कि डिवाइस में यादृच्छिक संख्या जनरेटर या संबंधित लाइब्रेरी का उपयोग किया जा रहा है। | विक्रेता को अपने इच्छित उपयोग के साथ डिवाइस में उपयोग किए जा रहे यादृच्छिक जेनरेटर (या तो हार्डवेयर आधारित या सॉफ़्टवेयर आधारित या दोनों) के संबंध में दस्तावेज़ प्रस्तुत करना होगा।<br>यदि हार्डवेयर आधारित यादृच्छिक संख्या जनरेटर का उपयोग किया जा रहा है, तो विक्रेताओं को निम्नलिखित प्रस्तुत करना होगा:<br>1. एसओसी की डेटाशीट<br>2. यादृच्छिक जनरेटर के संबंध में डिवाइस की तकनीकी विशिष्टताएँ यदि सॉफ्टवेयर आधारित |

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| | | | | यादृच्छिक संख्या जनरेटर का उपयोग किया जा रहा है, तो विक्रेताओं को इसके लिए उपयोग की जाने वाली लाइब्रेरी प्रदान करनी होगी। |
| 2. | सॉफ्टवेयर/फर्मवेयर | 2.1 सत्यापित करें कि एएसएलआर और डीईपी जैसे मेमोरी सुरक्षा नियंत्रण एम्बेडेड/आईओटी ऑपरेटिंग सिस्टम द्वारा सक्षम हैं, यदि लागू हो। | कमांड लाइन-आधारित टूल/कमांड या डीईपी, ईएमईटी टूल जैसे किसी अन्य ओपन-सोर्स टूल का उपयोग करके डिवाइस में उपलब्ध और सक्षम घोषित मेमोरी सुरक्षा नियंत्रणों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना। | विक्रेता को डिवाइस में उपलब्ध और सक्षम मेमोरी सुरक्षा नियंत्रणों की घोषणा प्रस्तुत करनी होगी। |
| | | 2.2 सत्यापित करें कि फ़र्मवेयर ऐप्स ट्रांसपोर्ट लेयर सुरक्षा का उपयोग करके ट्रांज़िट में डेटा की सुरक्षा करते हैं। | 1. यह सत्यापित करना कि सुरक्षित संचार स्थापित करने के लिए सुदृढ़ एन्क्रिप्शन एल्गोरिदम और सुरक्षित टीएलएस संस्करण डिवाइस द्वारा समर्थित है।<br>2. यह सत्यापित करना कि डिवाइस सर्वर के टीएलएस प्रमाणपत्र को ठीक से मान्य करता है ताकि यह सुनिश्चित हो सके कि यह विश्वसनीय है और इसके साथ छेड़छाड़ नहीं की गई है।<br>3. सुभेद्यताओं का परीक्षण जो टीएलएस कनेक्शन की सुरक्षा को प्रभावित कर सकता है जैसे पैडिंग ऑरिकल हमले, या सुभेद्य सिफर सुइट्स।<br>4. खुले पॉर्ट्स की पहचान करने के लिए एनएमएपी जैसे टूल का उपयोग करना जिसके माध्यम से डिवाइस तक पहुंचा जा सकता है जिससे अनपेक्षित डेटा पुनर्प्राप्ति हो सकती है।<br>5. यह सत्यापित करना कि टीएलएस सत्र बर्पसुइट जैसे टूल का उपयोग करके मैन-इन-द-मिडिल हमलों का उपयोग करके नेटवर्क ट्रैफ़िक के अवरोधन और डिक्रिप्शन के प्रयासों के लिए प्रतिरोधी हैं। | विक्रेता ट्रांसपोर्ट लेयर सुरक्षा से संबंधित एप्लिकेशन और फर्मवेयर में उपलब्ध कॉन्फ़िगरेशन से संबंधित विनिर्देश और दस्तावेज प्रस्तुत करेगा। |
| | | 2.3 सत्यापित करें कि फ़र्मवेयर ऐप्स सर्वर कनेक्शन के डिजिटल हस्ताक्षर को मान्य करते हैं। | 1. उन परिदृश्यों की पहचान करना जब डिवाइस बाह्य दुनिया के साथ सर्वर कनेक्शन स्थापित करता है और निम्नलिखित की पुष्टि करता है: | विक्रेता को उपयोग के मामलों का उल्लेख करते हुए एक दस्तावेज़ प्रस्तुत करना होगा जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है, जिसमें सर्वर कनेक्शन के डिजिटल |

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| | | | • सुरक्षित सर्वर कनेक्शन और डिजिटल हस्ताक्षर सत्यापन से संबंधित सुरक्षा सुविधाएँ, जैसे सुदृढ़ साईफर सुइट्स, सुरक्षित टीएलएस संस्करण, एसएसएल पिनिंग आदि कोड वॉकथ्रू द्वारा समर्थित हैं।<br>• डिवाइस में उचित प्रमाणपत्र सत्यापन, प्रमाणपत्र श्रृंखला सत्यापन और प्रमाणपत्र निरस्तीकरण जांच लागू की जाती हैं।<br>2. सुभेद्धताओं का परीक्षण जो टीएलएस कनेक्शन की सुरक्षा को प्रभावित कर सकता है जैसे पैडिंग ऑरिकल हमले, या सुभेद्ध सिफर सुइट्स।<br>3. खुले पोर्ट की पहचान करने के लिए एनएमएपी जैसे टूल का उपयोग करना जिसके माध्यम से डिवाइस तक पहुंचा जा सकता है जिससे अनपेक्षित डेटा पुनर्प्राप्ति हो सकती है।<br>4. यह सत्यापित करना कि टीएलएस सत्र बर्पसुइट जैसे उपकरणों का उपयोग करके मैन-इन-द-मिडिल हमलों का उपयोग करके नेटवर्क ट्रैफ़िक के अवरोधन और डिक्रिप्शन के प्रयासों के लिए प्रतिरोधी हैं। | हस्ताक्षरों को मान्य करते समय सुरक्षा उपायों के बारे में विस्तृत जानकारी होगी। |
| | | 2.4 सत्यापित करें कि प्रतिबंधित सी फ़ंक्शंस के किसी भी उपयोग को उचित सुरक्षित समकक्ष फ़ंक्शंस के साथ बदल दिया गया है। | निम्नलिखित में से किसी भी दृष्टिकोण के माध्यम से लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण का उपयोग करके ओईएम टीम की उपस्थिति में सुरक्षित कोड समीक्षा [स्वचालित और मैन्युअल दोनों]:<br>1. फ़र्मवेयर कोड के साथ विक्रेता द्वारा मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण को | विक्रेता द्वारा उपलब्ध करना होगा:<br>1. कोड समीक्षा के लिए फ़र्मवेयर बायनेरिज़।<br>2. आंतरिक कोड समीक्षा रिपोर्ट |

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| | | | अपने सिस्टम में स्थापित करना। [अनुशंसित]<br>2. विक्रेता द्वारा फर्मवेयर कोड और उनके पास उपलब्ध किसी भी लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के प्रतिनिधियों की उपस्थिति में कोड समीक्षा गतिविधि का प्रदर्शन करना।<br>3. मूल्यांकन एजेंसी को उनके पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण स्थापित करने के लिए विक्रेता साइट पर सिस्टम की रिमोट एक्सेस प्रदान करना।<br>4. विक्रेताओं के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ फर्मवेयर कोड वाले मूल्यांकन एजेंसी को विक्रेता साइट पर सिस्टम की दूरस्थ अभिगम प्रदान करना। | |
| | | 2.5 सत्यापित करें कि प्रत्येक फर्मवेयर तृतीय पक्ष के घटकों, संस्करण और प्रकाशित सुभेद्धताओं को सूचीबद्ध करने वाली सामग्री का एक सॉफ्टवेयर बिल रखता है। | फ़र्मवेयर पर एफ़एसीटी जैसे स्वचालित उपकरण चलाकर तृतीय-पक्ष घटकों की प्रस्तुत सूची का सत्यापन करना।<br>सार्वजनिक रूप से उपलब्ध सुभेद्यता डेटाबेस के माध्यम से तीसरे पक्ष के घटकों में सुभेद्धताओं की पहचान करना<br>तृतीय पक्ष के घटकों में किसी भी ज्ञात सुभेद्धता को दूर करने के लिए फर्मवेयर के लिए नियमित सुरक्षा अपडेट और पैच प्रदान करने के लिए विक्रेता द्वारा परिभाषित प्रक्रिया का सत्यापन और वैधता। | विक्रेता द्वारा निम्नलिखित को प्रस्तुत करना होगा:<br>1. तृतीय पक्ष के घटकों और संस्करणों सहित सामग्री के सॉफ़्टवेयर बिल की जानकारी के लिए दस्तावेज़ीकरण करना।<br>2. निम्नलिखित के लिए संगठन प्रक्रिया और नीतियां:<br>• तृतीय पक्ष के घटकों में पहचानी गई किसी भी सुभेद्धता को संबोधित करना और ठीक करना।<br>• ग्राहकों को सुरक्षा मुद्दों या सुभेद्धताओं के बारे में सूचित करना और उसके लिए सुरक्षा अद्यतन और पैच प्रदान करना।<br>3. उपकरणों के लिए जारी किए गए पैच/फिक्स के साथ फर्मवेयर और तृतीय-पक्ष बाइनरी, लाइब्रेरी और फ्रेमवर्क को बनाए रखने के लिए कॉन्फ़िगरेशन प्रबंधन प्रणाली और संबंधित नीतियां। |
| | | 2.6 हार्डकोडेड क्रेडेंशियल्स (बैकडोर) के लिए तृतीय-पक्ष बायनेरिज़, लाइब्रेरीज़, | निम्नलिखित में से किसी भी दृष्टिकोण के माध्यम से लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण का उपयोग करके स्वतंत्र सुरक्षित | विक्रेता द्वारा उपलब्ध करना होगा:<br>1. कोड समीक्षा के लिए फ़र्मवेयर बायनेरिज़। |

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| | | फ्रेमवर्क सहित सभी कोड की समीक्षा की जाती है। | कोड समीक्षा [स्वचालित और मैन्युअल दोनों]:<br>1. फ़र्मवेयर कोड के साथ विक्रेता द्वारा मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण को अपने सिस्टम में स्थापित करना। [अनुशंसित]<br>2. विक्रेता द्वारा फर्मवेयर कोड और उनके पास उपलब्ध किसी भी लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ मूल्यांकन एजेंसी का दौरा करना और मूल्यांकन एजेंसी के प्रतिनिधियों की उपस्थिति में कोड समीक्षा गतिविधि का प्रदर्शन करना।<br>3. मूल्यांकन एजेंसी को उनके पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण स्थापित करने के लिए विक्रेता साइट पर सिस्टम की दूरस्थ पहुंच प्रदान करना।<br>4. विक्रेताओं के पास उपलब्ध लाइसेंस प्राप्त स्थैतिक विश्लेषण उपकरण के साथ फर्मवेयर कोड वाले मूल्यांकन एजेंसी को विक्रेता साइट पर सिस्टम की दूरस्थ पहुंच प्रदान करना । | 2. आंतरिक कोड समीक्षा रिपोर्ट |
| | | 2.7 सत्यापित करें कि फ़र्मवेयर ऐप्स डिजिटल हस्ताक्षर को किसी विश्वसनीय सर्वर पर पिन करते हैं। | 1. उन परिदृश्यों की पहचान करना जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है और निम्नलिखित की पुष्टि करता है:<br>• सुरक्षित सर्वर कनेक्शन और डिजिटल हस्ताक्षर सत्यापन से संबंधित सुरक्षा सुविधाएँ, जैसे सुदृढ़ सिफर सुइट्स, सुरक्षित टीएलएस संस्करण, एसएसएल पिनिंग आदि कोड वॉकथ्रू द्वारा समर्थित हैं।<br>• डिवाइस में उचित प्रमाणपत्र सत्यापन, प्रमाणपत्र श्रृंखला सत्यापन और प्रमाणपत्र निरस्तीकरण जांच लागू की जाती हैं | विक्रेता को उपयोग के मामलों का उल्लेख करते हुए एक दस्तावेज़ प्रस्तुत करना होगा जब डिवाइस बाहरी दुनिया के साथ सर्वर कनेक्शन स्थापित करता है, जिसमें सर्वर कनेक्शन के डिजिटल हस्ताक्षरों को मान्य करते समय सुरक्षा उपायों के बारे में विस्तृत जानकारी होगी। |

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| | | 2.8 (वर्बोज़ डिबगिंग प्रतीकों को हटाने ) में बाधा डालने के लिए सुरक्षा नियंत्रण मौजूद हैं। | फ़र्मवेयर रिवर्स इंजीनियरिंग में बाधा डालने के लिए विक्रेता द्वारा प्रदान किए गए सुरक्षा नियंत्रणों को सत्यापित करने के लिए, ओईएम टीम की उपस्थिति में परीक्षण करना। | फ़र्मवेयर रिवर्स इंजीनियरिंग में बाधा डालने के लिए विक्रेता को सुरक्षा नियंत्रण के संबंध में दस्तावेज़ प्रस्तुत करना होगा। |
| | | 2.9 सत्यापित करें कि फ़र्मवेयर अपडेट प्रक्रिया समय जांच बनाम उपयोग के समय के हमलों के प्रति संवेदनशील नहीं है। | डिवाइस में लागू किए गए उपायों को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण किया गया, ताकि इसे समय- समय पर उपयोग किए जाने वाले हमलों के प्रति प्रतिरोधी बनाया जा सके। | विक्रेता को डिवाइस में लागू किए गए उपायों को प्रस्तुत करना होगा ताकि इसे समय-जांच बनाम उपयोग के समय के हमलों के प्रति प्रतिरोधी बनाया जा सके। |
| | | 2.10 सत्यापित करें कि डिवाइस इंस्टॉल करने से पहले कोड साइनिंग का उपयोग करता है और फ़र्मवेयर अपग्रेड फ़ाइलों को मान्य करता है। | निम्नलिखित को सत्यापित करने के लिए ओईएम टीम की उपस्थिति में परीक्षण करना :<br>क. वैध अपडेट पैकेज उपलब्ध कराए जाने पर डिवाइस दस्तावेज़ीकृत सुरक्षित अपग्रेड प्रक्रिया के साथ सफलतापूर्वक अपडेट हो जाता है।<br>ख. छेड़छाड़ किए गए अपडेट पैकेज (जैसे मिसिंग हस्ताक्षर, अमान्य हस्ताक्षर) प्रदान किए जाने पर डिवाइस बूट नहीं होता है। | विक्रेता को सुरक्षित फ़र्मवेयर अपग्रेड प्राप्त करने की प्रक्रिया प्रस्तुत करनी होगी जिसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ", हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए। |
| | | 2.11 सत्यापित करें कि डिवाइस को वैध फर्मवेयर के पुराने संस्करण (एंटी-रोलबैक) में डाउनग्रेड नहीं किया जा सकता है। | यह सत्यापित करने के लिए कि डिवाइस को वैध फर्मवेयर के पुराने संस्करणों (एंटी-रोलबैक) में डाउनग्रेड नहीं किया जा सकता है, ओईएम टीम की उपस्थिति में परीक्षण किया जा रहा है। | विक्रेता को सुरक्षित फ़र्मवेयर अपग्रेड प्राप्त करने की प्रक्रिया प्रस्तुत करनी होगी जिसमें शामिल कुंजियाँ और उनका प्रबंधन जीवन चक्र ", हस्ताक्षर सत्यापन प्रक्रिया और लागू होने पर कोई अन्य सुरक्षित तंत्र शामिल होना चाहिए। |
| | | 2.12 सत्यापित करें कि फ़र्मवेयर पूर्वनिर्धारित शेड्यूल पर स्वचालित फ़र्मवेयर अपडेट कर सकता है। | सत्यापन लागू परिदृश्य के अनुसार किया जाएगा:<br>**स्थिति 1: स्वचालित ओटीए अपडेट उपलब्ध हैं:**<br>इन-फील्ड उपकरणों को स्वचालित अपडेट/अपग्रेड जारी करने के लिए एक मानक संचालन प्रक्रिया विक्रेता द्वारा प्रस्तुत की जानी आवश्यक है जिसका मूल्यांकन, मूल्यांकन एजेंसी द्वारा सी20, सी21 और सी22 सुरक्षा आवश्यकता के अनुसार किया जा सकता है। | विक्रेता निम्नलिखित प्रदान करेगा:<br>विक्रेता द्वारा निम्नलिखित को प्रस्तुत कराना होगा:<br>1. उपलब्ध अपडेट के तरीके यानी स्वचालित, मैन्युअल या दोनों।<br>2. उपकरणों को अपडेट जारी करने के संबंध में संगठनात्मक प्रक्रिया और नीतियां। |

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| | | | **स्थिति 2: स्वचालित ओटीए अपडेट उपलब्ध नहीं हैं और विक्रेता मैन्युअल अपडेट प्रदान करता है:**<br>इन-फील्ड डिवाइसों में मैन्युअल अपडेट/अपग्रेड जारी करने के लिए विक्रेता द्वारा एक मानक संचालन प्रक्रिया प्रस्तुत की जानी आवश्यक है जिसका मूल्यांकन, मूल्यांकन एजेंसी द्वारा सी20, सी21 और सी22 सुरक्षा आवश्यकता के अनुसार किया जा सकता है। | |
| 3. | सुरक्षित प्रक्रिया अनुरूपता | 3.1 सत्यापित करें कि वायरलेस संचार परस्पर प्रमाणित हैं। | विक्रेता द्वारा दस्तावेज़ में निर्धारित आपसी प्रमाणीकरण की प्रक्रिया को सत्यापित करने के लिए, ओईएम टीम की उपस्थिति में परीक्षण करना। | विक्रेताओं को वायरलेस संचार शुरू होने पर डिवाइस में लागू पारस्परिक प्रमाणीकरण की प्रक्रिया के संबंध में दस्तावेज़ प्रदान करना होगा।<br>यदि डिवाइस वायरलेस संचार का समर्थन नहीं करता है, तो विक्रेता को इसके लिए एक घोषणा पत्र प्रदान करना होगा। |
| | | 3.2 सत्यापित करें कि वायरलेस संचार एक एन्क्रिप्टेड चैनल पर भेजा जाता है। | संचार प्रक्रिया सत्यापन में उपयोग किए जा रहे सभी सुरक्षा तंत्रों की पहचान करना:<br>• ओईएम टीम की उपस्थिति में परीक्षण करना<br>• कोड समीक्षा<br>• कुंजी-जीवन चक्र प्रक्रिया संबंधी प्रक्रिया लेखा परीक्षा लेखा परीक्षा | संचार के वायरलेस मोड के माध्यम से भेजे जाने वाले डेटा से छेड़छाड़ को रोकने के लिए विक्रेताओं को डिवाइस में लागू सुरक्षा उपायों के संबंध में दस्तावेज उपलब्ध कराने होंगे।<br>यदि डिवाइस वायरलेस संचार का समर्थन नहीं करता है, तो विक्रेता को इसके लिए एक घोषणा पत्र प्रदान करना होगा। |
| | | 3.3 सत्यापित करें कि क्या डिवाइस के घटकों की सोर्सिंग के लिए विश्वसनीय स्रोतों का उपयोग किया जा रहा है यानी महत्वपूर्ण हार्डवेयर घटकों (एसओसी जैसे सुरक्षा कार्यों से संबंधित) के लिए सामग्रियों के प्रबंधित बिल के माध्यम से विश्वसनीय आपूर्ति श्रृंखला का उपयोग किया जा रहा है। | | विक्रेता को महत्वपूर्ण हार्डवेयर घटकों (एसओसी जैसे सुरक्षा कार्यों से संबंधित) के लिए सामग्री का बिल प्रस्तुत करना होगा। |
| | | 3.4 आपूर्ति श्रृंखला जोखिम की पहचान, | | विक्रेता निम्नलिखित प्रस्तुत करेगा:<br>आपूर्ति श्रृंखला जोखिम की |

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| | | मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा। आपूर्ति शृंखला जोखिम/व्यवसाय निरंतरता योजना नीति दस्तावेज़, आपूर्ति शृंखला व्यवधान को संभालने के तरीके को दर्शाने वाली प्लेबुक, घटना के बाद के सारांश दस्तावेज़ प्रस्तुत करने और उन्हें प्रदर्शित करने की आवश्यकता है। | | पहचान, मूल्यांकन, प्राथमिकता और शमन दस्तावेज़।<br><br>आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करना। |
| | | 3.5 सत्यापित करें कि डिवाइस में कोई प्रप्राइइटेरी नेटवर्क प्रोटोकॉल का उपयोग नहीं किया जा रहा है। यदि हाँ, तो संपूर्ण कार्यान्वयन विवरण और उसके लिए स्रोत कोड प्रदान किया जाएगा। | | डिवाइस में प्रयुक्त नेटवर्क प्रोटोकॉल के लिए दस्तावेज़। |
| 4. | उत्पाद विकास चरण में सुरक्षा अनुरूपता | 4.1 नकली शमन और मैलवेयर का पता लगाने में सहायता के लिए पीसीबीए और एसओसी स्तर तक डिजाइन और आर्किटेक्चर विवरण प्रदान किया जाएगा। | | पीसीबीए और एसओसी स्तर तक डिज़ाइन और आर्किटेक्चर दस्तावेज़। |
| | | 4.2 उत्पाद विकास के हिस्से के रूप में खराब और नकली उत्पादों के लिए खतरा कम करने की रणनीतियों को लागू किया जाएगा। | प्रक्रिया और विधि के विरूपण साक्ष्य प्रस्तुत करने और उन्हें प्रदर्शित करने की आवश्यकता है। | |
| | | 4.3 कोड स्वीकृति और विकास प्रक्रियाओं के हिस्से के रूप में एक या अधिक अद्यतन मैलवेयर पहचान उपकरण नियोजित किए जाएंगे।<br>अंतिम पैकेजिंग और प्रदायगी से पहले मैलवेयर पहचान | उन घटकों की सूची जिनकी पहचान टैनिंग/जालसाजी, सीएम टूल के ट्रैकिंग लक्ष्यों की आवश्यकता के रूप में की गई है।<br>गुणवत्ता आश्वासन प्रक्रिया को प्रस्तुत करने और उसे प्रदर्शित करने की आवश्यकता है। | |

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| | | तकनीकों का उपयोग किया जाएगा (उदाहरण के लिए, एक या अधिक अद्यतन मैलवेयर पहचान उपकरणों का उपयोग करके मैलवेयर के लिए तैयार उत्पादों और घटकों को स्कैन करना)। | | |
| | | 4.4 आपूर्ति श्रृंखला जोखिम की पहचान, मूल्यांकन, प्राथमिकता और शमन आयोजित किया जाएगा। | | आपूर्ति श्रृंखला जोखिम / व्यापार निरंतरता योजना नीति दस्तावेज, प्लेबुक जो दर्शाती है कि आपूर्ति श्रृंखला व्यवधान को कैसे संभालना है, घटना के बाद सारांश दस्तावेजों को प्रस्तुत करने और उसी को प्रदर्शित करने की आवश्यकता है। |

**MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY**

**(IPHW Division)**

**ORDER**

New Delhi, the 9th April, 2024

**Subject: Amendment to the "Electronics and Information Technology Goods (Requirement of Compulsory Registration) Order, 2021"**

**S.O. 1652(E).**—In exercise of the powers conferred by sub-section (1) and (2) of section 16 read with sub section (3) of section 25 of the Bureau of Indian Standards Act, 2016, (11 of 2016), the Central Government is of the opinion that it is necessary or expedient so to do in the public interest, hereby makes the following amendments to the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021":

2. For CCTV Camera, the following entry of Column (5) be added at S. No. 41 in the Schedule of the "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021.

| Sr. No. (1) | Goods or Articles (2) | Indian Standard (3) | Title of Indian Standard (4) | Essential Requirement(s) (5) |
|---|---|---|---|---|
| 41 | CCTV Camera | IS 13252: Part 1: 2010 | Information Technology Equipment - Safety General Requirements-- | Essential Requirement(s) for CCTV as per Annexure |

3. The provisions of "Electronics and Information Technology Goods (Requirements for Compulsory Registration) Order, 2021" shall apply on the Goods or articles as specified in the column (2) added to the schedule of the said Order by virtue of this notification, for conforming to the corresponding Essential Requirement(s) as specified in the column (5), on the expiry of six months from the date of publication of this notification in the Official Gazette. As per Scheme II of BIS Conformity Assessment Regulations, 2018, submission of test reports from BIS recognized labs, shall form a pre -requisite for obtaining license to use Standard Mark.

[F.No. W-43/11/2021-IPHW]

ASHA NANGIA, Group Coordinator & Scientist 'G'

**Annexure**

**Essential Requirement(s) for Security of CCTV**

Securing a CCTV (Closed-Circuit Television) system is crucial to protect sensitive information and ensure the system operates effectively. Key areas of testing include exposed network services, device communication protocols, physical access to the device's UART, JTAG, SWD, etc., the ability to extract memory and firmware, firmware update process security and storage and encryption of data. Here are brief requirements for the security of a CCTV system:

1. Physical Security - Use tamper-resistant camera enclosures and locking mechanisms to deter physical tampering.
2. Access Control by Authentication, Role-Based Access Control (RBAC) and regularly review and update access permissions to reflect personnel changes.
3. Network Security by employing encryption of data transmission
4. Software Security by Regular Updates, Disable Unused Features and Strong Password Policies
5. Penetration Testing: Employ penetration testing to assess the system's resistance to cyberattacks and address vulnerabilities.

**Essential Security Requirements**

| Sr. No. | Category | Testing Parameter | What to be tested | Documents Required |
|---|---|---|---|---|
| 1. | Hardware Level Security Parameter (supported by software) | 1.1 Verify that application layer debugging interfaces such USB, UART, and other serial variants are disabled or protected by a complex password. | 1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test<br>2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation<br>3. Testing, in presence of OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware-based debuggers and access control mechanisms in case the interface is enabled.<br>4. Process verification of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning.<br>[For instance, through Block connection diagram depicting pin connections between the host | The vendor shall provide the following:<br>a. Datasheet of the SoC being used in the device.<br>b. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same.<br>c. Process flow of the Manufacturing/Provisioning of the device |

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| | | | microcontroller and its interactions with various sub components/peripherals.] | |
| | | 1.2 Verify that cryptographic keys and certificates are unique to each individual device. | Identifying all the keys and certificates being used in the device eco-system and verification through:<br>• Testing, in presence of OEM team<br>• Code review<br>• Process audit of the key-life cycle process | Vendor shall submit the following:<br>1. List of all keys and certificates being used in the device ecosystem<br>2. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation) |
| | | 1.3 Verify that on-chip debugging interfaces such as JTAG or SWD are disabled or that available protection mechanism is enabled and configured appropriately. | 1. Identification of the availability of debugging interfaces such as USB, UART, and other serial variants through the Datasheet of the SoC being used in the device under test<br>2. Verification and validation of the ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same as declared in the vendor documentation<br>3. Testing, in presence of OEM team, to verify the enabling/disabling of all the ports and debugging interfaces such as USB, UART, and other serial variants using their relevant hardware based debuggers and access control mechanisms in case the interface is enabled.<br>4. Process audit of the manufacturing facility to validate the vendor's claim regarding the debugging interfaces which are closed/disabled during provisioning.<br>[For instance, through Block connection diagram depicting pin connections between the host microcontroller and its interactions with various sub components/peripherals.] | The vendor shall provide the following:<br>a. Datasheet of the SoC being used in the device.<br>b. Documentation related to ports/interfaces enabled in the production devices and the related access control mechanism for protection of the same.<br>c. Process flow of the Manufacturing/Provisioning of the device |

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| | | 1.4 Verify that trusted execution is implemented and enabled, if available on the device SoC or CPU. | Identifying whether TEE/SE/TPM is available or not in the device through the SoC datasheet and technical documentation submitted by the vendor.<br>Further assessment is done on the basis of scenarios as applicable to device as defined below:<br>**CASE 1: TEE/SE/TPM is not available:**<br>No further assessment<br>**CASE 2: TEE/SE/TPM is available and enabled:**<br>Verification through code-review that crypto functions are called through TEE/SE/TPM APIs.<br>**CASE 3: TEE/SE/TPM is available but not enabled by the vendor:**<br>Termed as non-conformance to the requirement. OEM is required to enable and implement the TEE/SE/TPM. | The vendor shall provide the following:<br>1. Datasheet of the SoC being used in the device.<br>2. User manual/ Technical specifications of the device<br>3. Code snippets of the TEE API call, wherever applicable |
| | | 1.5 Verify that sensitive data, private keys and certificates are stored securely in a Secure Element, TPM, TEE (Trusted Execution Environment), or protected using strong cryptography. | Identifying all the keys and certificates being used in the device eco-system, sensitive data and their storage mechanism(s); and verification through:<br>• Testing, in presence of OEM team<br>• Code review<br>• Process audit of the key-life cycle process | Vendor shall submit the following:<br>1. List of all keys and certificates being used in the device ecosystem<br>2. List of all the sensitive data with their intended usage and secure storage mechanism(s) as implemented along with secure configurations to be enabled in the device.<br>3. Key management life cycle (purpose, generation, storage, destruction/zeroization, validity, key changeover/rotation) private keys and certificates. |
| | | 1.6Verify the presence of tamper resistance and/or tamper detection features. | Testing, in presence of OEM team, to verify the measures implemented in the device to prevent software and hardware tampering. | Vendor shall submit the following:<br>1. Measures available in the device to prevent software tampering.<br>2. Measures available in the device to prevent hardware tampering. |
| | | 1.7 Verify that any available Intellectual | Testing, in presence of OEM team, to verify the enabling of the | Vendor shall submit the following:<br>1. Datasheet of the SoC |

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| | | Property protection technologies provided by the chip manufacturer are enabled. | Intellectual Property protection technologies provided by the chip manufacturer, if available. | 2. Documentation regarding the Intellectual Property protection technologies provided by the chip manufacturer which have been enabled.<br>3. In case, no Intellectual Property protection technologies are being provided by the chip manufacturer, then a declaration stating the same. |
| | | 1.8 Verify the device validates the boot image signature before loading. | Testing, in presence of OEM team, to verify the following:<br>1. Device boots up successfully with the documented secure boot process when a valid boot image is provided.<br>2. Device does not boot up when a tampered boot image (like with missing signature, invalid signature) is provided. | Vendor shall submit the following:<br>1. Datasheet of the SoC<br>2. Technical specifications of the device regarding secure boot (should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented.) |
| | | 1.9 Verify usage of cryptographically secure pseudo-random number generator on embedded device (e.g., using chip-provided random number generators). | Verification of the documentation provided by the vendor regarding the random number generators being used in the device.<br>Verification through code-review that random number generators or related libraries as applicable are being used in the device. | Vendor shall submit the documentation regarding the random generators (either hardware based or software based or both) being used in the device with their intended usage.<br>In case, hardware based random number generators are being used, vendors shall submit the following:<br>1. Datasheet of the SoC<br>2. Technical specifications of the device regarding random generators<br>In case, software based random number generators are being used, vendors shall provide the libraries being used for the same. |
| 2. | Software/Firmware | 2.1 Verify that memory protection controls such as ASLR and DEP are enabled by the embedded/IoT operating system, if applicable. | Testing, in presence of OEM team, to verify the declared memory protection controls available and enabled in the device using command line-based tools/commands or any other open-source tool like DEP, EMET tool. | Vendor shall submit the declaration of the memory protection controls available and enabled in the device. |
| | | 2.2 Verify that the firmware apps protect data-in-transit using transport layer | 1. Verifying that strong encryption algorithms and secure TLS version is supported by the device to establish secure | The vendor shall submit the specifications and documentation related to the configurations available in the applications and |

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| | | security. | communication.<br>2. Verifying that device properly validates the server's TLS certificate to ensure that it is trusted and has not been tampered with.<br>3. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites.<br>4. Using tools such as Nmap to identify open ports through which device can be accessed leading to unintended data retrieval.<br>5. Verifying that theTLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite. | firmware related to transport layer security. |
| | | 2.3 Verify that the firmware apps validate the digital signature of server connections. | 1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following:<br>• Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough.<br>• Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device.<br>2. Testing for vulnerabilities which can affect the security of TLS connection such as padding oracle attacks, or weak cipher suites. | Vendor shall submit a document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections. |

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| | | | 3. Using tools such as Nmap to identify open ports through which device can be accessed<br><br>leading to unintended data retrieval.<br>4. Verifying that TLS session(s) are resistant to attemptsof interception and decryption of network traffic using man-in-the-middle attacks using tools like Burpsuite. | |
| | | 2.4 Verify that any use of banned C functions are replaced with the appropriate safe equivalent functions. | Secure code review [both automated and manual], in presence of OEM team, using a licensed static analysis tool through any of the following approaches:<br>1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended]<br>2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency.<br>3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them.<br>4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors. | Vendor shall provide :<br>1. Firmware binaries for code review.<br><br>2. Internal code review reports |
| | | 2.5 Verify that each firmware maintains a software bill of materials cataloging third party | Verification of the submitted list of third-party components by running automated tools like FACT on the firmware.<br>Identifying vulnerabilities | Vendor shall submit the following:<br>1. Documentation for information on software bill of materials, including third-party components and versions. |

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| | | components, versioning, and published vulnerabilities. | in the third-party component(s) through publically available vulnerability databases<br>Verification and validation of the process defined by the vendor for providing regular security updates and patches for the firmware to address any known vulnerabilities in third-party components. | 2. Organization process and policies for the following:<br>• Addressing and patching any identified vulnerabilities in third-party components.<br>• Informing the customers about the security issues or vulnerabilities and providing security updates and patches for the same.<br>3. Configuration management system and related policies for maintaining firmware and third-party binaries, libraries and frameworks along with the patches/fixes issued to the devices. |
| | | 2.6 Verify all code including third-party binaries, libraries, frameworks are reviewed for hardcoded credentials (backdoors). | Independent secure code review [both automated and manual] using a licensed static analysis tool through any of the following approaches:<br>1. Visit to the evaluation agency by the vendor with the firmware code and installing the licensed static analysis tool available with the evaluation agency in their systems. [Recommended]<br>2. Visit to the evaluation agency by the vendor with the firmware code and any licensed static analysis tool available with them and demonstrating the code review activity in the presence of representatives of evaluation agency.<br>3. Giving a remote access of the systems at vendor site to the evaluation agency for installing their licensed static analysis tool available with them.<br>4. Giving a remote access of the systems at vendor site to the evaluation agency containing the firmware code along with the licensed static analysis tool available with the vendors. | Vendor shall provide:<br>1. Firmware binaries for code review.<br>2. Internal code review reports |

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| | | 2.7 Verify that the firmware apps pin the digital signature to a trusted server(s). | 1. Identifying the scenarios when the device establishes the server connections with the external world and verifying the following:<br>• Security features, related to secure server connections and digital signature validation as implemented like strong cipher suites, secure TLS version, SSL pinning etc. supported by code walkthrough.<br>• Proper certificate validation, certificate chain validation and certificate revocation checks are implemented in the device. | Vendor shall submit a document mentioning the use-cases when the device establishes server connections with the external world, with detailed information about the security measures in place while validating the digital signatures of the server connections. |
| | | 2.7 Verify security controls are in place to hinder firmware reverse engineering (e.g.removal of verbose debugging symbols). | Testing, in presence of OEM team, to verify the security controls as provided by the vendor to hinder firmware reverse engineering. | Vendor shall submit the documentation regarding the security controls in place to hinder firmware reverse engineering. |
| | | 2.8 Verify that the firmware update process is not vulnerable to time-of-check vs time-of-use attacks. | Testing, in presence of OEM team, to verify the measures implemented in the device to make it resistant to time-of-check vs.time-of-use attacks. | Vendor shall submit the measures implemented in the device to make it resistant to time-of-check vs. time-of-use attacks. |
| | | 2.9 Verify the device uses code signing and validates firmware upgrade files before installing. | Testing, in presence of OEM team, to verify the following:<br>1. Device gets successfully updated with the documented secure upgrade process when a valid update package is provided.<br>2. Device does not boot up when a tampered update package (like with missing signature, invalid signature) is provided. | Vendor shall submit the process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented. |

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| | | 2.10 Verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware. | Testing, in presence of OEM team, to verify that the device cannot be downgraded to old versions (anti-rollback) of valid firmware. | Vendor shall submit the process of achieving secure firmware upgrade which should consist of keys involved and their management life cycle*, signature validation process and any other secure mechanisms if implemented. |
| | | 2.11 Verify that firmware can perform automatic firmware updates upon a predefined schedule. | Verification shall be done as per the applicable scenario:<br>**Case 1: Automatic OTA updates are available:**<br>A standard operating procedure for issuing automatic updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement of OWASP open standard.<br>**Case 2: Automatic OTA updates are not available and vendor provides manual updates:**<br>A standard operating procedure for issuing manual updates/upgrades to the in-field devices is required to be submitted by the vendor which can then be evaluated by the evaluation agency as per C20, C21 and C22 security requirement of OWASP open standard. | Vendor shall provide the following:<br>1. Modes of updates available i.e. automatic, manual or both.<br>2. Organizational process and policies regarding the issuing of updates to the devices. |
| 3. | Secure Process Conformance | 3.1 Verify that wireless communications are mutually authenticated. | Testing, in presence of OEM team, to verify the process of mutual authentication as laid down in the documentation by the vendor. | Vendors shall provide the documentation regarding the process of mutual authentication as implemented in the device when wireless communications are initiated.<br>In case, the device does not support wireless communications, the vendor shall provide a declaration for the same. |
| | | 3.2 Verify that wireless communications are sent over an encrypted | Identifying all the security mechanisms being used in the communication process verification through: | Vendors shall provide the documentation regarding the security measures implemented in the device to prevent tampering of the data |

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| | | channel. | • Testing, in presence of OEM team<br>• Code review<br>• Process audit of the key-life cycle process | being sent through wireless mode of communication.<br><br>In case, the device does not support wireless communications, the vendor shall provide a declaration for the same. |
| | | 3.3 Verify that whether trusted sources are being used for sourcing the components of the device i.e. trusted supply chain through a managed Bill of materials for critical hardware components (related to security functions like SoC) is in use. | | Vendor shall submit Bill of materials for critical hardware components (related to security functions like SoC). |
| | | 3.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted. Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same. | | Vendor shall submit the following:<br>Supply chain risk identification, assessment, prioritization, and mitigation documents.<br>Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents. |
| | | 3.5 Verify the no proprietary network protocols are being used in the device. If yes, then complete implementation details and the source code for the same shall be provided. | | Document for Network protocols used in the device. |
| 4. | Security Conformance at | 4.1 Design and architecture details till the PCBA and SoC | | Design and architecture documents till the PCBA and SoC level. |

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| | product development stage | level to be provided to aid in counterfeit mitigation and malware detection. | | |
| | | 4.2 Threat mitigation strategies for tainted and counterfeit products shall be implemented as part of product development. | Process and method artifacts need to be submitted and demonstrate the same. | |
| | | 4.3 One or more up-to-date malware detection tools shall be deployed as part of the code acceptance and development processes.<br>Malware detection techniques shall be used before final packaging and delivery (e.g., scanning finished products and components for malware using one or more up-to-date malware detection tools). | List of components that have been identified as requiring tracking targets of tainting/counterfeiting, CM tool.<br>Quality assurance process need to be submitted and demonstrate the same. | |
| | | 4.4 Supply chain risk identification, assessment, prioritization, and mitigation shall be conducted. | | Supply chain risk/business continuity planning policy documents, playbooks reflecting how to handle supply chain disruption, post-incident summary documents need to be submitted and demonstrate the same. |

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MANOJ KUMAR VERMA

**W-43/11/2021-IPHW**
**Government of India**
**Ministry of Electronics and Information Technology**
**(IPHW Division)**

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6, CGO Complex,
Lodhi Road, New Delhi-110003.

Dated: 11 Mar, 2024

## OFFICE MEMORANDUM

**Subject: -Advisory on the Threat of Information Leakage through CCTV/ Video Surveillance system (VSS)/ Digital Video Recorders /Network Video Recorders- reg**

The reference is made to the concerns raised by various Ministries/Departments regarding the security implications associated with the deployment of Closed-Circuit Television (CCTV) Cameras and the conduct of cyber auditing and testing of hardware pertaining to CCTV cameras and other Internet of Things (IoT) devices. The Ministry of Electronics and Information Technology (MeitY) has formulated comprehensive security guidelines for CCTV cameras as included in **Annexure 'A'**.

2. In light of these concerns, Government Ministries/Departments are strongly advised to adhere to the guidelines outlined within the ambit of the Public Procurement Orders to safeguard the overall security and integrity of CCTV Cameras and IoT Devices.

3. This issues with the approval of the Competent Authority.

**(Asha Nangia)**
**Group Coordinator & Scientist-'G'**
**Ph. 011-24301965**

**To,**

**i) Secretaries of All Ministries/Department of Government of India**

**ii) Chief Secretaries/Administrators of Union Territories/National Capital Territory of Delhi**

**Annexture- 'A'**

A video surveillance system, also known as Closed-Circuit Television (CCTV) system, is a collection of cameras and other related equipment used to monitor and record activities in a specific area commonly used for security and surveillance purposes.

2. Key components of a video surveillance system typically include cameras, (Analog, Digital, IP Cameras), Video Management System (VMS) Software, Storage (Network Video Recorders (NVRs) or Digital Video Recorders (DVRs)), Power Supply etc.

3. While these surveillance technologies undoubtedly offer a range of benefits and are valuable tools for monitoring and security, they also raise certain concerns and risks. Some of the growing risks associated with CCTV systems include data security, privacy breach, hacking and cyber-attack etc. Various incidents have also been reported due to security flaw in the surveillance cameras.

4. The cybersecurity is an ongoing process, so staying vigilant and keeping system up to date with the latest security practices can significantly enhance the security of CCTV system and protect it from potential threats and unauthorized access. In this regard, the following measures are advised to minimize the risk associated with CCTV surveillance system:

i) The Rules and regulations as applicable, notified by the Government or procurement of goods and services must be followed e.g.
   a) Public procurement Order (Make in India), 2017
   b) Electronics and Information Technology Goods (Requirement of Compulsory Registration) Order, 2021

ii) BIS has formulated Blank Detail Specification (BDS) for IS 16910 for performance requirements of CCTVs. The procuring government agency can stipulate their own technical requirements for the parameters listed in the BDS and the testing can be done as per the test methods prescribed in the standard.

iii) The procurement of Video Surveillance System from the brand having history of security breaches and data leakages should be avoided.

iv) **Hardware Security**: For the Hardware Security testing of CCTV cameras, the government agencies should use the testing infrastructure available with Standardization Testing and Quality Certification (STQC) Laboratory or any other agency notified by MeitY from time to time for testing the CCTVs as per the Essential Requirement(s) notified under the PPO for CCTV.

v) **Network Security**: The general cyber security practices for installation and monitoring should be also be adopted. Maintain the network isolation (Air-Gap) from the public network to minimize the risk of unauthorized access and potential cyberattacks. Wherever, air gap is not possible, Network segmentation, secure tunnel/Virtual Private Network (VPN) /Dedicated Lease Line etc. should be used for restricting access to CCTV systems and isolate them from critical infrastructure and sensitive data. Use MAC address binding to prevent the unauthorized access by unidentified devices.

vi) **Secure Physical Access**: Restrict physical access to the CCTV control room and equipment. Only authorized personnel should have access to the system. Use locks, access control systems, and surveillance measures to protect the equipment.

vii) **Strong Passwords**: Change default passwords immediately upon installation and use strong, unique passwords for all cameras, recorders, and access points. Avoid using easily guessable information or common words.

viii) **Regular Firmware Updates**: Manufacturers often release updates that address security vulnerabilities. Regularly check for updates and apply them promptly keeps the firmware and software of your CCTV devices up to date.

ix) **Encryption of Data**: Ensure all communication between cameras, recorders, and viewing devices is encrypted. This prevents unauthorized individuals from intercepting and accessing sensitive information.

x) **Disable Unused Features**: Turn off or disable any features and services that are not necessary for the proper functioning of the CCTV system. Each enabled feature potentially introduces another security vulnerability.

xi) **Secure Remote Access**: If remote access is required for maintenance or monitoring, implement a secure VPN (Virtual Private Network) for remote connections. Avoid exposing the system directly to the internet whenever possible. IPBEUs (IP-Based Encryption Unit) to safeguard data transmission between cameras and recording devices, Lease Line for dedicated and secure

network connectivity and Implementation of data diodes to ensure unidirectional flow of information, enhancing security.

xii) **Regular Auditing and Monitoring:** Monitor the CCTV system logs for unusual activities and potential security breaches. Regularly audit the system to ensure that everything is functioning correctly and there are no unauthorized access attempts.

xiii) **Physical Camera Security:** Position cameras in a way that prevents tampering and vandalism. Use vandal-resistant camera housings and install them in high and secure locations where they are less likely to be tampered with.

xiv) **User Access Control:** Implement a strict access control policy to limit the number of individuals who can access the CCTV system and its data. Assign different levels of access based on roles and responsibilities.

xv) **Data Storage and Retention:** Ensure proper data storage and retention policies are in place. Securely store recordings and define how long data should be retained before it gets automatically deleted. Data Storage should be in terms of storage duration (number of Days) based on operational requirements rather than storage capacity. The data storage of all CCTVs installed at Government Establishment/Public Places should be mandated to be within the India even if it is stored in cloud platforms.

xvi) **Staff Training:** Provide comprehensive training to employees and system administrators on security best practices. Make sure they understand the potential risks and how to mitigate them effectively.

xvii) **Regular Security Assessments:** Conduct periodic security assessments and penetration tests to identify vulnerabilities and weaknesses in the CCTV system. Address any issues discovered promptly.

xviii) **Tender/RFP** should encompass both Hardware and Software parts of the Bill of Materials (BoM) combined presenting comprehensive specifications for these components to facilitate the interoperability of the HW/SW as a whole in the VSs system. Model Technical Specifications/Guidelines for CCTVs/VSS issued by MHA from time to time, should be adopted while formulating the technical specifications for procurement of CCTV/VSS.

xix) **CCTV Device testing and certification:** CCTV Cameras (Analog/ IP/ Analog Speed Dome/ IP Speed Dome) should comply with the Essential Requirements (ERs) notified as part of the PPO for CCTV in Gazatte of India (EXTRAORDINARY, PART II—Section 3—Sub-section (ii) dated 7th March,

2024, at Sr. No. No. 1062) to ensure the security of the VSS / CCTV systems, as amended from time to time. The security testing certificate for CCTV/VSS to be issued by Standardisation Testing and Quality Certification (STQC) Laboratory or any other agency notified by MeitY from time to time. The validity of the test report issued by STQC Lab will be three years from the date of issue of the report.

5. In this regard, the Government Ministries, Departments are advised to instruct the Chief Information Security Officers (CISOs) of their respective organizations and subordinate organizations for enforcing the above measures to address the security threats of the CCTV network vulnerability and to ensure the overall security and integrity of CCTV/Video Surveillance Systems.

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

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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## संचार मंत्रालय
## (दूरसंचार विभाग)
## अधिसूचना

नई दिल्ली, 21 अक्तूबर, 2024

**विषय: सरकारी अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश 2017- दूरसंचार उत्पादों, सेवाओं अथवा कार्यों संबंधी अधिसूचना - के संबंध में।**

फा. सं. 18-10/2017-आईपी.—संदर्भ: i) औद्योगिक नीति एवं संवर्धन विभाग (डीआईपीपी) आदेश संख्या पी-45021/2/2017-बी.ई.-II दिनांक 15.06.2017

ii) औद्योगिक नीति और संवर्धन विभाग (डीआईपीपी) आदेश सं. पी-45021/2/2017-पीपी (बीई-II) संशोधन दिनांक 28.05.2018

iii) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017 (बी.ई.-II) संशोधन दिनांक 29.05.2019

iv) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017 (बी.ई.-II) संशोधन दिनांक 04.06.2020



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**v) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017 (बी.ई.-II) संशोधन दिनांक 16.09.2020**

**vi) उद्योग संवर्धन और आंतरिक व्यापार विभाग (डीपीआईआईटी) आदेश सं. पी-45021/2/2017-पीपी (बी.ई.-II)-खंड(4) खंड.II संशोधन दिनांक 19.07.2024**

सरकार ने पूर्ववर्ती औद्योगिक नीति और संवर्धन विभाग (डीआईपीपी) के दिनांक 15.06.2017 के आदेश संख्या पी-45021/2/2/2017-बीई-II के माध्यम से सरकारी अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता), आदेश 2017 (इसके बाद "पीपीपी-एमआईआई आदेश" के नाम से जाना गया) जारी किया था जिसे 'मेक इन इंडिया' को प्रोत्साहन देने और आय तथा रोज़गार बढ़ाने के उद्देश्य से भारत में वस्तुओं और सेवाओं के विनिर्माण और उत्पादन को बढ़ावा देने के लिए दिनांक 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 और 19.07.2024 के आदेशों द्वारा संशोधित किया गया था।

2. तदनुसार दूरसंचार विभाग ने एतद्वारा दिनांक 29.08.2018 और 31.08.2021 की अपनी पिछली अधिसूचना संख्या 18-10/2017-आईपी का अधिक्रमण करते हुए यह अधिसूचना जारी की है।

3. यह अधिसूचना कंपनी अधिनियम में यथा परिभाषित सरकारी कंपनियों सहित भारत सरकार के अधीन सभी संबद्ध अथवा अधीनस्थ कार्यालयों या स्वायत्त निकायों और/अथवा सभी केंद्रीय स्कीमों/केंद्रीय क्षेत्र की स्कीमों के अंतर्गत अधिप्राप्ति करने वाले राज्यों और स्थानीय निकायों द्वारा की गई अधिप्रापण के संबंध में लागू होगी जहां यह स्कीम पूर्ण रूप से या आंशिक रूप से भारत सरकार द्वारा वित्त पोषित की जाती है। यह अधिसूचना उन परियोजनाओं पर भी लागू होगी जिनमें डिजिटल भारत निधि द्वारा वस्तुओं, सेवाओं या कार्यों का वित्तपोषण किया जा रहा हो अथवा उन्हें बोलियों के माध्यम से आवंटित किया जा रहा हो।

4. डीपीआईआईटी के पीपीपी-एमआईआई आदेश दिनांक 19.07.2024 के खंड 2, 3 और 11 के अनुसार अधिसूचित किया जाता है कि **तालिका-क** में सूचीबद्ध दूरसंचार उत्पादों, सेवाओं और कार्यों में पर्याप्त स्थानीय क्षमता और स्थानीय प्रतिस्पर्धा है। श्रेणी-I के स्थानीय आपूर्तिकर्ता को तालिका-क में प्रत्येक मद के लिए निर्दिष्ट न्यूनतम घरेलू सामग्री कंटेंट (एमएलसी) की आवश्यकताओं को पूरा करना चाहिए। तालिका-क में प्रत्येक मद के संबंध में कुल घरेलू सामग्री (एलसी) में से डिजाइन के लिए एलसी प्रतिशत की अधिकतम सीमा भी विनिर्दिष्ट की गई है। इनपुट को घरेलू सामग्री (एलसी) के रूप में योग्यता प्राप्त करने के लिए शर्तें तालिका-ख में विनिर्दिष्ट की गई हैं।

5. डीपीआईआईटी के पीपीपी-एमआईआई आदेश दिनांक 19.07.2024 के खंड 2 क के अनुसार दूरसंचार और नेटवर्किंग उत्पादों के लिए पीएलआई स्कीम के अंतर्गत उत्पादों का निर्माण करने वाले और प्रोत्साहन प्राप्त करने वाले विनिर्माताओं की सूची समय-समय पर https://dot.gov.in/public-procurement-preference-make-india और https://pli-telecom.udyamimitra.in/ पर प्रकाशित और अपलोड की जाएगी। ऐसे विनिर्माताओं को विनिर्दिष्ट अवधि तक सूची में विनिर्दिष्ट उत्पादों के लिए श्रेणी-।। के स्थानीय आपूर्तिकर्ता माना जाएगा।

6. डीपीआईआईटी के पीपीपी-एमआईआई आदेश दिनांक 19.07.2024 के खंड 9 (क) के संदर्भ में निविदा, बोली या अनुरोध करते समय आपूर्तिकर्ता फार्म-1 में स्व-प्रमाणन संबंधी सूचना प्रदान करेगा जिसमें यह विनिर्दिष्ट किया जाएगा कि प्रस्तावित मद (मदें) न्यूनतम घरेलू सामग्री (सामग्रियां) की आवश्यकताओं को पूरा करती है और उस स्थान (स्थानों) का विवरण देगा जहां घरेलू मूल्य संवर्धन किया गया है।

7. डीपीआईआईटी के पीपीपी-पीएमआई आदेश दिनांक 19.07.2024 के खंड 9 (ङ) के संदर्भ में शिकायतों की जांच करने और यादृच्छिक आधार पर स्थानीय सामग्री के संबंध में स्व-घोषणाओं और लेखा परीक्षकों/लेखाकारों के प्रमाणपत्रों का स्वतंत्र रूप से सत्यापन करने के लिए एतद्वारा निम्नलिखित समिति का गठन किया गया है:

| | |
|---|---|
| क) उप महानिदेशक (टीसी), टीईसी, नई दिल्ली | - अध्यक्ष |
| ख) निदेशक (तकनीकी), सी-डॉट | - सदस्य |
| ग) अध्यक्ष द्वारा चुना गया कोई अन्य सदस्य | - सदस्य |

घ) डीजी, टीईपीसी - सदस्य

ङ) निदेशक (वित्त), दूरसंचार विभाग - सदस्य

च) निदेशक (आईपी) - सदस्य

छ) निदेशक, टीईसी - संयोजक

8. पीपीपी-एमआईआई के दिनांक 19.07.2024 के आदेश के खंड 9 (च) के संदर्भ में दो लाख रुपये का शिकायत शुल्क अथवा घरेलू रूप से आपूर्ति किए गए दूरसंचार उत्पादों, सेवाओं अथवा कार्यों के मूल्य का 1% (जो भी अधिक हो, अधिकतम 5 लाख रुपये तक) का भुगतान अनिवार्य रूप से डिमांड ड्राफ्ट अथवा ऑनलाइन द्वारा किया जाना चाहिए और शिकायतकर्ता की शिकायत के साथ दूरसंचार इंजीनियरिंग केंद्र (टीईसी) में जमा किया जाना चाहिए। यदि शिकायत गलत पाई जाती है तो शिकायत शुल्क जब्त कर लिया जाएगा। हालांकि यदि शिकायत आंशिक या पूर्ण रूप से सही पाई जाती है, तो शिकायतकर्ता का जमा शुल्क बिना किसी ब्याज के वापस कर दिया जाएगा।

9. समिति के निष्कर्षों को दिनांक 19.07.2024 के पीपीपी-एमआईआई के आदेश के खंड 9 के अनुसार उचित कार्रवाई के लिए प्रापण इकाई को भेजा जाएगा।

10. **तालिका-क** में सूचीबद्ध उत्पादों, सेवाओं अथवा कार्यों के लिए जिनके पास संबद्ध टीईसी जीआर / आईआर है, प्रापण इकाई को न्यूनतम आवश्यकता के रूप में संबंधित टीईसी जीआर / आईआर विनिर्दिष्ट करना होगा।

11. स्टार्ट-अप (उद्योग संवर्धन और आंतरिक व्यापार विभाग द्वारा पंजीकृत) के लिए पूर्व टर्नओवर और पूर्व अनुभव की शर्त में छूट दी जा सकती है बशर्ते कि स्टार्ट-अप आवश्यक गुणवत्ता और तकनीकी विशिष्टताओं को पूरा करता हो।

12. स्वदेशी प्रौद्योगिकियों का समर्थन और संवर्धन करने के लिए प्रूफ ऑफ कॉन्सेप्ट (पीओसी) को योग्यता अनुभव, जहां कहीं भी लागू हो, के विकल्प के रूप में निविदाओं और आरएफपी में शामिल किया जा सकता है।

13. उल्लेखनीय है कि देश में फिलहाल स्वदेशी प्रौद्योगिकी वाले 5जी उत्पादों का परीक्षण किया जा रहा है। तालिका-क की समय-समय पर समीक्षा की जाएगी और विनिर्माण क्षमता के आधार पर 5जी उत्पादों/वर्चुअल राउटर को शामिल करने पर विचार किया जाएगा। घरेलू विनिर्माताओं और उनके संघों (एसोसिएशन) को प्रोत्साहित किया जाता है ताकि वे दूरसंचार विभाग को समय-समय पर सक्रिय रूप से विनिर्माण क्षमता का साक्ष्य usip.hq-dot@gov.in पर ईमेल द्वारा उपलब्ध कराएं ताकि ऐसे उत्पादों को शामिल किया जा सके।

14. आयातित उत्पादों की पेशकश करने वाले बोलीदाता गैर-स्थानीय आपूर्तिकर्ताओं की श्रेणी में आएंगे। वे परिवहन, बीमा, स्थापना, कमीशनिंग, प्रशिक्षण और एएमसी/सीएमसी आदि जैसी बिक्री के बाद सेवा सहायता जैसी सेवाओं का स्थानीय मूल्यवर्धन के रूप में दावा करके स्वयं को श्रेणी-1 स्थानीय आपूर्तिकर्ता/श्रेणी-2 स्थानीय आपूर्तिकर्ता होने का दावा नहीं कर सकते।

15. यह अधिसूचना अधिसूचित होने की तारीख से लागू होगी। स्पष्ट किया जाता है कि इस अधिसूचना में निहित विशिष्ट शर्तों को छोड़कर समय-समय पर संशोधित सरकारी अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश 2017 की अन्य सभी शर्तें प्रभावी हैं और इनका सख्ती से पालन किया जाना है।

**तालिका-क**

| क्र. सं. | प्रोडक्ट केटेगरी | एचएसएन कोड | उत्पाद का विवरण | मिनिमम लोकल कंटेंट (एमएलसी) (% में) | कुल एलसी में से डिजाइन के लिए एलसी की अधिकतम सीमा (% में) |
|---|---|---|---|---|---|
| 1 | एन्क्रिप्शन/ यूटीएम (यूनिफाइड थ्रेट मैनेजमेंट) प्लेटफ़ॉर्म (टीडीएम और आईपी) | 85176290 | टीडीएम (टाइम डिवीजन मल्टीप्लेक्स) | 65 | 55 |
| | | | आईपी (इंटरनेट प्रोटोकॉल) | 65 | 55 |

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|---|---|---|---|---|---|
| 2 | आईपी/ एमपीएलएस कोर राउटर्स/ एज/एग्रीगेशन/ राउटर | 85176290 | आईपी एज, एग्रीगेशन और कोर राउटर (समग्र क्षमता <=1 टीबीपीएस) | 60 | 40 |
| | | | सेल साइट राउटर (सीएसआर); (कुल क्षमता ≤1.2 टीबीपीएस) जिसमें वर्चुअल राउटर शामिल हैं | 60 | 40 |
| | | | एसडी-डब्ल्यूएएन राउटर्स (एसडीएन केटेगरी ) (इंटरफ़ेस =<10 जीबीपीएस) | 60 | 40 |
| 3 | मैनेज्ड लीज़्ड लाइन नेटवर्क इक्विपमेंट, आईपी बेस्ड एक्सेस सिस्टम-डीएसएल | 85176290, 85176990 | सेंट्रल ऑफिस इक्विपमेंट और डीएसएल/एचडीएसएल/एस-एचडीएसएल के सीपीई | 60 | 40 |
| 4 | ईथरनेट स्विचेज (एल2 और एल 3) | 85176290 | एल2/एल3 ईथरनेट स्विच 1-100 जीबीई स्टैकेबल / स्टैंडअलोन / मॉड्यूलर स्विच, कोर / डिस्ट्रीब्यूशन / एक्सेस लेयर्स (पीओई / पीओई + सहित) के लिए) | 60 | 40 |
| | | | | | |
| | | | इंडस्ट्रियल ग्रेड एलएएन 1, 10 जीबीई पीओई/पीओई+/ नॉन -पीओई स्विच (ईथरनेट पर पावर) | 60 | 40 |
| 5 | आईपी आधारित सॉफ्ट स्विच, आईएमएस, यूनिफाइड कम्युनिकेशन सिस्टम | 85176290, 85176990 | आईपी पीबीएक्स / यूनिफाइड कम्युनिकेशन सिस्टम (यूसीएस) | 60 | 40 |
| | | | यूसीएस ( नॉन-आईएमएस बेस्ड): | 60 | 40 |
| 6 | वायरलेस पीएबीएक्स / आईपी पीबीएक्स | 85176290 | वायरलाइन पीएबीएक्स/सर्विस पीबीएक्स | 65 | 45 |
| 7 | मीडिया गेटवे | 85176290, 85176990 | मीडिया गेटवे | 65 | 45 |
| 8 | कस्टमर प्रीमाइसेस इक्विपमेंट (सीपीई) (वाई-फाई एक्सेस पॉइंटस, कम क्षमता वाले राउटर्स, मीडिया कन्वर्टर सहित), | 85176290, 85176990 | सीपीई ( वाई - फाई अभिगम बिंदु और राउटर्स सहित), | 50 | 30 |
| | | | मीडिया कनवर्टर | 50 | 30 |
| | | | टीडीएम ओवर आईपी कनवर्टर | 50 | 30 |

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| | सीपीई - एनएफवी / एसडीएन / लीज्ड-लाइन मोडेम | | सीपीई - एनएफवी/एसडीएन (वर्चुअलाइज्ड सीपीई विथ क्लाउड मैनेजमेंट) | 50 | 30 |
| | | | लीज़्ड-लाइन मोडेम एन* 2एमबीपीएस/सर्विस | 50 | 30 |
| 9 | एसडीएच/ एनजी-एसडीएच | 85176290 | एसडीएच/एनजी-एसडीएच (एसटीएम 1/4/16/64) | 65 | 45 |
| 10 | ईथरनेट/एमपीएलएस- टीपी/ पैकेट ऑप्टिकल ट्रांसपोर्ट इक्विपमेंट /पीटीएन सिस्टम | 85176290 | एमपीएलएस- टीपी/ पैकेट ऑप्टिकल ट्रांसपोर्ट इक्विपमेंट/पीटीएन (विद और विदाउट ओटीएन इंटरफेसेस) सिस्टम्स | 65 | 45 |
| 11 | सीडब्ल्यूडीएम सिस्टम | 85176290 | सीडब्ल्यूडीएम (एनx100जी, एनx10जी) | 60 | 40 |
| 12 | डीडब्ल्यूडीएम सिस्टम | 85176290, 85176270 | डीडब्ल्यूडीएम (10जी तक) मक्स/डी मक्स ट्रांसपोंडर/मक्सपोंडर के साथ; आरओएडीएम (रेकॉन्फ़िगराबल ऑप्टिकल ऐड ड्राप मल्टीप्लेक्सर), पैसिव डीडब्ल्यूडीएम एमयूएक्स/डीएमयूएक्स | 60 | 40 |
| 13 | जीपीओएन/एक्सजीपीओएन इक्विपमेंट (ओएनटी और ओएलटी सहित) | 85176290, 85172990 | जीपीओएन/एक्सजीपीओएन इक्विपमेंट (ओएनटी और ओएलटी सहित) | 60 | 40 |
| 14 | एक्सजीएस-पीओएन इक्विपमेंट (ओएनटी और ओएलटी सहित) | 85176290, 85172990 | एक्सजीएस-पीओएन (10जी डीएस - 10जी यूएस) (ओएनटी और ओएलटी सहित) | 60 | 40 |
| 15 | एसडीएच/पीडीएच क्रॉस कनेक्टस | 85176290 | एसडीएच/पीडीएच क्रॉसकनेक्टेड (एसटीएम: 1/4/16/64; ई1/ई3/डीएस3; ईथरनेट इंटरफेसेस) | 60 | 40 |
| 16 | स्मॉल साइज रेडियो सब सिस्टम | 85176290 | माइक्रो 2जी बीटीएस | 60 | 40 |
| 17 | | 85176290, 85176990 | मैक्रो ईनोड बी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार | 60 | 40 |
| | | | माइक्रो इनोडबी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार | 60 | 40 |

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| | एलटीई/एलटीई-आर बेस्ड मोबाइल सिस्टम, इसके विभिन्न व्युत्पन्न के साथ | | पिको इनोडबी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार | 60 | 40 |
| | | | होम बेस स्टेशन/ फेमटो | 60 | 40 |
| | | | ईपीसी | 60 | 40 |
| | | | 4जी एनआईबी स्मॉल सेल | 60 | 40 |
| 18 | वाई-फाई बेस्ड ब्रॉडबैंड वायरलेस एक्सेस सिस्टम - इनडोर | 85176290, 85176990 | इनडोर एपी (802.11 एक्स एमआईएमओ, 2.4 और 5 गीगाहट्र्ज बैंड) | 55 | 35 |
| | | | इनडोर एपी (802.11 एसी एमआईएमओ, 2.4 और 5 गीगाहट्र्ज बैंड) | 55 | 35 |
| 19 | वाई-फाई बेस्ड ब्रॉडबैंड वायरलेस एक्सेस सिस्टम - आउटडोर | 85176290, 85176990 | आउटडोर एपी (802.11एसी - एमआईएमओ 2.4 और 5 गीगाहट्र्ज बैंड) - आईपी67 रेटेड | 55 | 35 |
| | | | आउटडोर एपी (802.11एक्स एमआईएमओ, 2.4 और 5 गीगाहट्र्ज बैंड) | 55 | 35 |
| 20 | वाई-फाई एक्सेस कंट्रोलर (विद इंटरऑपरेबिलिटी और मल्टी-वेंडर एपी सपोर्ट) | 85176290 | टाइप 1: <= 2000 एपी सपोर्ट | 55 | 35 |
| | | | टाइप 2: 5000 एपी सपोर्ट तक | 55 | 35 |
| 21 | ऑथेंटिकेशन, ऑथॉरिज़ेशन एंड एकाउंटिंग (एएए) सर्वर | 85176290 | एएए ब्लॉक (रेडियस) | 50 | 35 |
| | | | एएए ब्लॉक (रेडियस/डायमीटर) | 50 | 35 |
| 22 | रेडियो सिस्टम (आईपी/हाइब्रिड) | 85176290 | रेडियो सिस्टम (आईपी/हाइब्रिड) (5 गीगाहट्र्ज बैंड - लाइसेंस छूट बैंड) | 55 | 35 |
| 23 | सॉफ्टवेयर डिफाइंड रेडियो कॉग्निटिव रेडियो सिस्टम | 85176290 | रगेडाइज्ड हैंडहेल्ड, रगेडाइज्ड या नॉन-रगेडाइज्ड व्हीकल माउंट, पी2पी या पी2एमपी या मोबाइल एडहॉक टोपोलॉजी, अनलाइसेंसड बैंड ऑपरेशन | 55 | 35 |
| 24 | रिपीटर्स (आरएफ/आरएफ-ओवर-ऑप्टिकल), आईबीएस | 85176290, 85177100 | रिपीटर्स (आरएफ/आरएफ-ओवर-ऑप्टिकल), आईबीएस और डिस्ट्रिब्युटेड एंटीना | 60 | 40 |

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| | और डिस्ट्रिब्यूटेड एंटीना सिस्टम (इनडोर/आउटडोर) | | सिस्टम (इनडोर/आउटडोर) जिसमें सक्रिय और निष्क्रिय सहायक उपकरण शामिल हैं | | |
| 25 | वीसैट टर्मिनल सबसिस्टम - ओडीयू/ | 85176290, 85256091 | एंटीना | 50 | 25 |
| 26 | वीसैट हब सबसिस्टम | 85256091 | एनएमएस एच/डब्ल्यू और एस/डब्ल्यू | 50 | 25 |
| | | | एंटीना (>=7 मीटर) और सहायक उपकरण आदि | 50 | 25 |
| 27 | सैटेलाइट फोन (एस बैंड) | 85176990 | वॉयस और डेटा दोनों (9.6 केबीपीएस तक) | 50 | 25 |
| 28 | डिजास्टर कम्युनिकेशन सिस्टम्स आदि, जिसमें बैकपैक सैटेलाइट उत्पाद (एस बैंड) शामिल हैं | 85176990 | पोर्टेबल टर्मिनल वॉयस और डेटा (2 एमबीपीएस यूएल) | 50 | 25 |
| 29 | सैटेलाइट बेस्ड सिस्टम, टर्मिनल जिसमें लोकेशन, रिसोर्सेज ट्रैकिंग (एल, एस और के यू , के ए बैंड) शामिल हैं | 85176990 | टू वे एमएसएस डेटा टर्मिनल (सैटेलाइट रिसीवर विद लोकेशन डेटा) एस - बैंड (विभिन्न एप्लीकेशनों के लिए सैटेलाइट आईओटी डिवाइस यानी पोजीशन ट्रैकिंग, संदेश भेजना आदि) | 50 | 25 |
| | | | वन वे रिसीवर एमएसएस डेटा टर्मिनल (सैटेलाइट ट्रांसमीटर और रिसीवर - वन वे) एस - बैंड (सिंप्लेक्स / हाफ-डुप्लेक्स, मोबाइल सैटेलाइट सर्विस (एमएसएस) टर्मिनल, सैटेलाइट आईओटी डिवाइस) | 50 | 25 |
| 30 | टेलीकॉम नेटवर्क मैनेजमेंट सिस्टम (एनएमएस) इसके विभिन्न व्युत्पन्न के साथ | 85176290 | | 65 | 50 |
| 31 | ऑप्टिकल फाइबर | 9001000 | सिंगल मोड | 50 | 0 |
| 32 | ऑप्टिकल फाइबर केबल | 85447090 | ऑप्टिकल फाइबर केबल (यूजी और ओएच) | 55 | 0 |
| 33 | टेलीकॉम पावर सिस्टम (सौर ऊर्जा सहित) | 85176990 | यूपीएस, पावर प्लांट, इन्वर्टर (सौर ऊर्जा सहित) 0.5-1500 केवीए/ पावर प्लांट: 1-2000 केवीए (मॉड्यूलर) | 55 | 30 |

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| 34 | टेलीकॉम बैटरी (लीड एसिड) | 85176990 | 5000 एएच तक लीड एसिड (वीआरएलए सहित) | 55 | 30 |
| 35 | आईपी ऑडियो/वीडियो फोन/एडेप्टर | 85176990 | आईपी ऑडियो / वीडियो फोन / एडाप्टर | 50 | 15 |
| 36 | आईपी/इंटरनेट सेट-टॉप बॉक्स | 85176990 | आईपी / इंटरनेट सेट-टॉप बॉक्स | 55 | 35 |

एमएलसी%- मेक इन इंडिया दूरसंचार उत्पाद, सेवा या कार्य के रूप में अर्हता प्राप्त करने के लिए कुल सामग्री बिल (उत्पादन लागत) के प्रतिशत के रूप में न्यूनतम स्थानीय सामग्री।

**तालिका-ख**

**दूरसंचार उत्पादों के विनिर्माण के लिए मुख्य इनपुट/स्टेज और घरेलू सामग्री (कंटेंट) के रूप में पात्र बनने के लिए इनपुट संबंधी शर्त**

| **दूरसंचार उत्पादों के विनिर्माण के लिए मुख्य इनपुट/स्टेज *** | **इनपुट को स्थानीय सामग्री के रूप में योग्य बनाने के लिए पूरी की जाने वाली शर्तें** |
|---|---|
| 1) डिजाइन<br>हार्डवेयर डिजाइन<br>सॉफ्टवेयर डिजाइन और विकास | डिजाइन के लिए अधिकतम घरेलू कंटेंट (सामग्री) (एलसी) का प्रतिशत **तालिका-क (अंतिम कॉलम)** के अनुसार अतिरिक्त शर्तों के अधीन है जिसका दावा स्थानीय विनिर्माता द्वारा भारत में आईपीआर सृजित करने के लिए वहन की गई की गई /परिशोधित इन-हाउस/देश में आर एंड डी लागतों के आधार पर दूरसंचार उत्पादों के लिए किया जा सकता है<br>हार्डवेयर डिजाइन के लिए बौद्धिक संपदा अधिकार (आईपीआर) भारत के पास है; एवं सॉफ्टवेयर डिजाइन एवं विकास का कॉपीराइट भारत के पास है। |
| 2) कंपोनेंट<br>इंटीग्रेटेड चिपस (आईसी) - प्रोसेसर, मेमोरी आदि।<br>एक्टिव कंपोनेंट - ट्रांजिस्टर, डायोड आदि।<br>पेसिव कंपोनेंट – रेजिस्टर, केपेसिटर, इंडक्टर आदि। | भारत में विनिर्मित होना चाहिए |
| 3) पीसीबी फेब्रिकेशन | भारत में विनिर्मित होना चाहिए |
| 4) केबल/चेसिस आदि<br>चेसिस<br>केबल<br>रैक<br>हीट सिंक<br>एंक्लोजर | भारत में विनिर्मित होना चाहिए |
| 5) आरएफ कंपोनेंट/सबसिस्टम<br>डुप्लेक्सर/फिल्टर<br>एंटीना | भारत में विनिर्मित होना चाहिए |
| 6) असेंबली/इन्टीग्रेशन/टेस्टिंग# | **तालिका-क** में सूचीबद्ध दूरसंचार उत्पादों के संबंध में असेंबली/इन्टीग्रेशन/टेस्टिंग के लिए घरेलू स्थानीय सामग्री (कंटेंट) (एलसी) की अधिकतम सीमा कुल उत्पाद सामग्री के बिल की 10% होगी। |
| * उत्पाद में उपर्युक्त उल्लिखित कुछ/सभी इनपुट/स्टेज शामिल हो सकते हैं। घरेलू सामग्री (कंटेंट) की गणना करते समय केवल उन इनपुट/स्टेज पर विचार किया जाएगा जो दूरसंचार उत्पाद के विनिर्माण में प्रासंगिक हैं। | |

#यदि किसी सिस्टम या सबसिस्टम को केवल असेंबल/इन्टीग्रेट/टेस्ट किया गया है, तो वास्तविक घरेलू सामग्री (कंटेंट) को सिस्टम/सबसिस्टम की 10% लागत के रुप में माना जाएगा।

**फॉर्म 1**

**दूरसंचार उत्पाद, सेवाओं या कार्यों के लिए घरेलू सामग्री (कंटेंट) (एलसी) के संबंध में स्व-प्रमाणन का प्रारूप 100/- रुपये के गैर-न्यायिक स्टाम्प पेपर पर प्रस्तुत किया जाना है।**

**दिनांक:**

मैं _____**पुत्र/श्री, पुत्री/श्री, पत्नी/श्री**, निवासी _____ एतद्वारा सत्यनिष्ठा से पुष्टि करता/करती हूं और निम्नलिखित घोषणा करता/करती हूं:

कि मैं दूरसंचार विभाग, भारत सरकार के दिनांक_____ की अधिसूचना संख्या:_____ द्वारा जारी किए गए निबंधन और शर्तों का पालन करने के लिए सहमत हूं।

यहां दी गई जानकारी मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं एल.सी. का मूल्यांकन करने के प्रयोजन से प्रायण यूनिट या दूरसंचार विभाग, भारत सरकार द्वारा नामित किसी अन्य प्राधिकारी के समक्ष प्रासंगिक रिकॉर्ड प्रस्तुत करने का वचन देता हूँ।

मेरे द्वारा उक्त दूरसंचार उत्पादों/सेवाओं/कार्यों सहित सभी इनपुट की एलसी का सत्यापन किया गया है और मैं इसमें किए गए दावों की सत्यता के लिए जिम्मेदार हूं।

कि यदि यहां उल्लिखित दूरसंचार उत्पाद/सेवाओं/कार्यों की एलसी गलत पाई जाती है और निर्धारित एलसी मानदंडों को पूरा नहीं करती है तो दूरसंचार विभाग, भारत सरकार द्वारा नामित किसी प्राधिकारी के आकलन के आधार पर **मैं और मेरे सांविधिक लेखा परीक्षक या लागत लेखा परीक्षक (यदि लागू हो) ऐसे सभी असत्य/गलत तथ्यों और आंकड़ों के लिए दिनांक 19.07.2024 के डीपीआईआईटी पीपीपी-एमआईआई के आदेश के खंड (9) में विनिर्दिष्ट कार्रवाई के लिए उत्तरदायी होंगे।**

मैं 2 वर्ष की अवधि के लिए कंपनी के रिकॉर्ड में एलसी के लिए अपने दावे की पुष्टि करने के लिए विस्तृत विवरण/सूचना (प्रत्येक उत्पाद के लिए अलग से) रखने के लिए सहमत हूं और इसे किसी भी प्राधिकारी को सत्यापन के लिए उपलब्ध कराऊंगा। मैं अन्य घरेलू विनिर्माताओं/व्यापारियों से खरीदी गई मदों से संबंधित स्थानीय सामग्री (कंटेट) का रिकॉर्ड भी रखूंगा।

[कृपया निम्नलिखित सूचना उपलब्ध करावें]

i स्थानीय आपूर्तिकर्ता का नाम और विवरण (पंजीकृत कार्यालय, विनिर्माण यूनिट का स्थान, कानूनी संस्था की प्रकृति)

ii. वह तिथि जिस दिन यह प्रमाणपत्र जारी किया गया है

iii. दूरसंचार उत्पाद/सेवाएं/कार्य जिसके लिए प्रमाणपत्र प्रस्तुत किया गया है

iv. वह प्रायण एजेंसी जिसे प्रमाण पत्र प्रस्तुत किया गया है

v. दावा किए गए एलसी का प्रतिशत

vi. विनिर्माता यूनिट का नाम और संपर्क विवरण

vii. उत्पाद का विक्रय मूल्य

viii. उत्पाद की फैक्ट्री से बाहर कीमत

ix. माल ढुलाई, बीमा और हैंडलिंग

x. सामग्री का कुल बिल

xi. दूरसंचार उत्पाद/सेवाओं/कार्यों के विनिर्माण के लिए प्रयुक्त इनपुट की सूची और कुल लागत मूल्य

xii. स्थानीय रूप से प्राप्त इनपुट की सूची और कुल लागत। यदि इनपुट का उत्पादन इन-हाउस नहीं किया गया है तो कृपया स्थानीय आपूर्तिकर्ताओं से एलसी प्रमाणपत्र संलग्न करें।

xiii. प्रत्यक्ष या अप्रत्यक्ष रूप से आयातित इनपुट की सूची और लागत

मैं एतद्वारा प्रमाणित करता हूं कि उपर्युक्त आदेश के सभी प्रावधानों और सिद्धांतों/गणना के आधार को पढ़ने के बाद स्थानीय सामग्री (कंटेट) की गणना में निम्नलिखित शामिल नहीं है:

(क) आयातित वस्तुएं स्थानीय स्तर पर पुनर्विक्रेताओं (रिसेलर)/वितरक से प्राप्त की जाती हैं।

(ख) भारत से बाहर भुगतान की गई लाइसेंस फीस / रॉयल्टी / तकनीकी प्रभार

(ग) पुनःपैक किए गए/नवीनीकृत/पुनःब्रांडेड आयातित उत्पादों की खरीद/आपूर्ति

मैं अपने सर्वोत्तम ज्ञान और विश्वास के अनुसार यह भी प्रमाणित करता हूँ कि ऊपर दिए गए सभी विवरण सही और पूर्ण हैं। मैं दिनांक 19.07.2024 के डीपीआईआईटी पीपीपी-एमआईआई के आदेश और दिनांक ..... के डीओटी की पीपीपी-एमआईआई अधिसूचना के निबंधन और शर्तों का पालन करने के लिए सहमत हूँ।

**मैं सहमत हूँ कि घरेलू सामग्री (कंटेट) के संबंध में कोई भी गलत घोषणा देने या एलसी के दावे को प्रमाणित करने में विफल होने पर दिनांक 19.07.2024 के डीपीआईआईटी पीपीपी-एमआईआई के आदेश के खंड (9) में विनिर्दिष्ट दंड लगाया जाएगा।**

मैं यह भी प्रमाणित करता हूं तथा व्यक्तिगत जिम्मेदारी लेता हूं कि मैंने इस आदेश में निर्दिष्ट एलसी की गणनाओं और सिद्धांतों पर ध्यान दिया है तथा एलसी की घोषणा करने के बाद मैं किसी भी आधार पर इसमें परिवर्तन करने का प्रयास नहीं करूंगा। बोली प्रस्तुत करने के बाद एलसी की बोली में किसी भी आधार पर मेरे द्वारा किए गए कोई भी परिवर्तन से मेरी बोली अप्रसांगिक हो जाएगी और मैं ऐसे किसी भी परिवर्तन से उत्पन्न होने वाली सिविल/आपराधिक कार्रवाई के लिए स्वयं को उत्तरदायी मानूंगा। मुझे ज्ञात है मैं सहमत हूं कि बोली के बाद एलसी सामग्री में किया गया कोई भी परिवर्तन भविष्य के संविदाओं/बोलियों से फर्म को ब्लेकलिस्ट करने का वैध आधार भी होगा।

**हस्ताक्षर:**
**नाम:**
**पदनाम: सीईओ/एमडी**
**पता:**
**ईमेल एड्रेस:**
**मोबाइल नंबर:**
**स्थान:**
**दिनांक:**

**<u>अधिसूचना में प्रयुक्त संक्षिप्ताक्षर की सूची</u>**

| क्र. सं. | संक्षिप्ताक्षर | पूर्ण रूप |
|---|---|---|
| 1. | एएए | प्रमाणीकरण प्राधिकरण एवं लेखांकन |
| 2. | एएमसी | वार्षिक रखरखाव अनुबंध |
| 3. | एपी | एक्सेस प्वाइंट |
| 4. | बीबीयू | बेस बैंड यूनिट |
| 5. | बीआईएस | भारतीय मानक ब्यूरो |
| 6. | बी-आरएएस | ब्रॉडबैंड रिमोट एक्सेस सर्वर |
| 7. | बीटीएस | बेस ट्रांसीवर स्टेशन |

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| 8. | सीडॉट | टेलीमेटिक्स विकास केंद्र |
| 9. | सीएमसी | व्यापक रखरखाव अनुबंध |
| 10. | सीपीई | उपभोक्ता परिसर उपकरण |
| 11. | सीएस | केंद्रीय स्कीम |
| 12. | सीएसआर | सेल साइट राउटर |
| 13. | सीएसएस | केंद्रीय क्षेत्र के स्कीम |
| 14. | सीडब्ल्यूडीएम | कोआर्स वेवलेंथ डिवीजन मल्टीप्लेक्सिंग |
| 15. | डीआईपीपी | औद्योगिक नीति और संवर्धन विभाग |
| 16. | डीओटी | दूरसंचार विभाग |
| 17. | डीपीआईआईटी | उद्योग संवर्धन और आंतरिक व्यापार विभाग |
| 18. | डीएसएल | डिजिटल सब्सक्राइबर लाइन |
| 19. | डीएसएलएएम | डिजिटल सब्सक्राइबर लाइन एक्सेस मल्टीप्लेक्सर |
| 20. | डीडब्ल्यूडीएम | डेन्स वेवलेंथ डिवीजन मल्टीप्लेक्सिंग |
| 21. | ई-नोड बी (ईएनबी) | ईवाल्व नोड बी |
| 22. | ईपीसी | इंजीनियरिंग प्रोक्योरमेंट कंस्ट्रक्शन |
| 23. | एफडीडी | फ़्रीक्वेंसी डिवीज़न डुप्लेक्सिंग |
| 24. | जीएनबी | नेक्स्ट जेनरेशन नोड बी |
| 25. | जीएफआर | सामान्य वित्तीय नियम |
| 26. | जीपीओएन | गीगाबिट पैसिव ऑप्टिकल नेटवर्क |
| 27. | जीआर | सामान्य आवश्यकताएँ |
| 28. | जीएसएम | ग्लोबल सिस्टम फॉर मोबाइल |
| 29. | एचडीएसएल | हाई बिट-रेट डिजिटल सब्सक्राइबर लाइन |
| 30. | आईबीएस | एकीकृत बिल्डिंग सिस्टम |
| 31. | आईसी | इंटीग्रेटेड चिप |
| 32. | आईएमएस | आईपी मल्टीमीडिया सबसिस्टम |
| 33. | आईओटी | इंटरनेट ऑफ़ थिंग्स |
| 34. | आईपी | इंटरनेट प्रोटोकॉल |
| 35. | आईपीआर | बौद्धिक संपदा अधिकार |
| 36. | आईआर | इंटरफ़ेस आवश्यकताएँ |
| 37. | लैन | लोकल एरिया नेटवर्क |
| 38. | एल-2 | लैअर-2 |
| 39. | एल-3 | लैअर-3 |
| 40. | एलसी | लोकल कंटेन्ट |
| 41. | एलआई-आयन | लिथियम-आयन |
| 42. | एलटीई | दीर्घकालिक विकास |
| 43. | एलटीई-आर | दीर्घकालिक विकास-रेलवे |

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| 44. | एमआईएमओ | मल्टीपल इनपुट मल्टीपल आउटपुट |
| 45. | एमएलसी | मिनिमम लोकल कंटेन्ट |
| 46. | एमपीएलएस | मल्टी-प्रोटोकॉल लेबल स्विचिंग |
| 47. | एमपीएलएस-टीपी | मल्टीप्रोटोकॉल लेबल स्विचिंग-ट्रांसपोर्ट प्रोफ़ाइल |
| 48. | एमएसएस | मोबाइल सैटेलाइट सर्विस |
| 49. | एमयूएक्स | मल्टीप्लेक्सर |
| 50. | एनएफवी | नेटवर्क फ़ंक्शन वर्चुअलाइज़ेशन |
| 51. | एनजी-पीओएन2 | नेक्स्ट जेनरेशन गीगाबिट पैसिव ऑप्टिकल नेटवर्क 2 |
| 52. | एनआईबी | नेटवर्क इन बॉक्स |
| 53. | एनएमएस | नेटवर्क प्रबंधन प्रणाली |
| 54. | ओएडीएम | ऑप्टिकल ऐड-ड्रॉप मल्टीप्लेक्सर |
| 55. | ओडीयू | आउटडोर यूनिट |
| 56. | ओएलटी | ऑप्टिकल लाइन टर्मिनल |
| 57. | ओएनटी | ऑप्टिकल नेटवर्क टर्मिनल |
| 58. | ओटीएन | ऑप्टिकल ट्रांसपोर्ट नेटवर्क |
| 59. | पी2पी | पॉइंट टू पॉइंट |
| 60. | पी2एमपी | पॉइंट टू मल्टी पॉइंट |
| 61. | पीएबीएक्स | प्राइवेट ऑटो ब्रांच एक्सचेंज |
| 62. | पीबीएक्स | प्राइवेट ब्रांच एक्सचेंज |
| 63. | पीसीबी | प्रिंटेड सर्किट बोर्ड |
| 64. | पीडीएच | प्लेसियोक्रोनस डिजिटल हाइरार्की |
| 65. | पीएमआई | मेक इन इंडिया को प्राथमिकता |
| 66. | पीटीएन | पैकेट ट्रांसपोर्ट नेटवर्क |
| 67. | पीओसी | प्रूफ ऑफ कॉन्सेप्ट |
| 68. | पीओई | पावर ओवर ईथरनेट |
| 69. | पीपीपी-एमआईआई | सार्वजनिक खरीद (मेक इन इंडिया को प्राथमिकता) |
| 70. | पीटीएन | पैकेट ट्रांसपोर्ट नेटवर्क |
| 71. | आरओएडीएम | रीकॉन्फिगरेबल ऑप्टिकल ऐड-ड्रॉप मल्टीप्लेक्सर |
| 72. | आरएंडडी | अनुसंधान और विकास |
| 73. | आरएफ | रेडियो फ्रीक्वेंसी |
| 74. | एस-एचडीएसएल | सिंगल पेयर हाई स्पीड डिजिटल सब्सक्राइबर लाइन |
| 75. | एसडीएच | सिंक्रोनस डिजिटल हाइरार्की |
| 76. | एसडीएन | सॉफ्टवेयर डिफाइन्ड नेटवर्क |
| 77. | एसडी-वैन | सॉफ्टवेयर डिफाइन्ड - वाइड एरिया नेटवर्क |
| 78. | एसटीएम | सिंक्रोनस ट्रांसपोर्ट मॉड्यूल |
| 79. | टीडीडी | टाइम डिवीजन डुप्लेक्सिंग |

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| 80. | टीडीएम | टाइम डिवीजन मल्टीप्लेक्सिंग |
| 81. | टीईसी | दूरसंचार अभियांत्रिकी केंद्र |
| 82. | टीईपीसी | दूरसंचार निर्यात संवर्धन परिषद |
| 83. | यूसीएस | एकीकृत संचार प्रणाली |
| 84. | यूएल | एकीकृत लाइसेंस |
| 85. | यूएसओएफ | सार्वभौमिक सेवा दायित्व निधि |
| 86. | यूटीएम | एकीकृत खतरा प्रबंधन |
| 87. | वीआरएलए | वाल्व रेगुलेटेड लीड एसिड |
| 88. | वीसैट | वेरी स्मॉल एपर्चर टर्मिनल |
| 89. | वाई-फाई | वायरलेस फ़िडेलिटी |
| 90. | एक्सजी-पीओएन | 10 गीगाबिट पैसिव ऑप्टिकल नेटवर्क |
| 91. | एक्सजीएस-पीओएन | 10 गीगाबिट सममित पैसिव ऑप्टिकल नेटवर्क |

अशोक कुमार जैन, उप महानिदेशक

**MINISTRY OF COMMUNICATIONS**

**(Department of Telecommunications)**

**NOTIFICATION**

New Delhi, the 21st October, 2024

**Subject: Public Procurement (Preference to Make in India) Order 2017- Notification of Telecom Products, Services or Works - regarding.**

**F. No. 18-10/2017-IP.—Reference: i) Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017**

**ii) Department of Industrial Policy & Promotion (DIPP) Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018 – Revision**

**iii) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 29.05.2019 – Revision**

**iv) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 04.06.2020 – Revision**

**v) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 16.09.2020 – Revision**

**vi) Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017-PP (B.E.-II)-Part(4) Vol.II dated 19.07.2024 – Revision**

The Government had issued the Public Procurement (Preference to Make in India), Order 2017 (hereinafter called as "PPP-MII Order") vide the erstwhile Department of Industrial Policy and Promotion (DIPP) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 which was further revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020, 16.09.2020 and 19.07.2024 to encourage 'Make in India' and to promote manufacturing and production of goods and services in India with a view to enhancing income and employment.

2. Accordingly, the Department of Telecommunications, in supersession of its previous notifications No. 18-10/2017-IP dated 29.08.2018 and 31.08.2021, hereby issues this notification.

3. This Notification shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and/or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. This Notification shall also be applicable in respect of projects wherein funding of goods, services or works is by the Digital Bharat Nidhi to the extent of having being awarded through bids.

4. In terms of Clause 2, 3 and 11 of the DPIIT's PPP-MII Order dated 19.07.2024, it is hereby notified that telecom products, services and works listed in **Table-A** have sufficient local capacity and local competition. A Class-I

local supplier must meet the Minimum Local Content (MLC) requirement specified against each item in Table-A. Table-A also specifies the maximum ceiling of LC percentage for design out of total LC against each item. The conditions for the inputs to be qualified as Local Content (LC) are specified in Table-B.

5. In accordance with clause 2A of the DPIIT's PPP-MII Order dated 19.07.2024, the list of manufacturers manufacturing products under the PLI scheme for Telecom and Networking products and having received incentive will be published and uploaded from time to time on https://dot.gov.in/public-procurement-preference-make-india and https://pli-telecom.udyamimitra.in/. Such manufacturers will be treated as deemed Class-II local suppliers for the products specified in the list and upto the specified period.

6. In terms of clause 9 (a) of DPIIT's PPP-MII Order dated 19.07.2024, a supplier at the time of tender, bidding or solicitation shall provide self-certification in Form-1 specifying that the item(s) offered meet the minimum local content requirement and shall give details of the location(s) at which the local value addition is made.

7. In terms of clause 9 (e) of the DPIIT's PPP-PMI Order dated 19.07.2024, the following Committee is hereby constituted to examine complaints and conduct independent verification of self-declarations and auditor's/accountant's certificates regarding Local content on random basis:

a) DDG (TC), TEC, New Delhi -Chairperson
b) Director (Technical), C-DOT - Member
c) Any other member(s) as co-opted by the chairperson - Member
d) DG, TEPC - Member
e) Director (Finance), DoT - Member
f) Director (IP) - Member
g) Director, TEC - Convener

8. In terms of clause 9 (f) of DPIIT's PPP-MII Order dated 19.07.2024, a complaint fee of Rs. 2 Lakh or 1% of the value of the locally supplied telecom products, services or works being procured (whichever is higher, up to a maximum of Rs. 5 Lakh) must be paid by Demand Draft or online, and to be deposited with Telecommunications Engineering Centre (TEC), along with the complaint by the complainant. If the complaint is found to be incorrect, the complaint fee shall be forfeited. However, if the complaint is upheld in part or full, deposited fee of the complainant will be refunded without any interest.

9. The Committee's findings shall be forwarded to the procuring entity for appropriate action in accordance with Clause 9 of the DPIIT's PPP-MII Order dated 19.07.2024.

10. For the products, services or works listed in **Table-A** that have an associated TEC GR/IR, the procuring entity must specify the relevant TEC GR/IR as the minimum requirement.

11. The condition of prior turnover and prior experience may be relaxed for Start-ups (registered by Department for Promotion of Industry and Internal Trade), provided that the Start-up meet the necessary quality & technical specifications.

12. To support and promote indigenous technologies, Proof of Concept (PoC) may be included in tenders and RFPs as a substitute for qualifying experience, wherever applicable.

13. It is noted that 5G products with indigenous technology are presently being tested in the country. Table-A shall be reviewed from time to time and addition of 5G products/virtual routers shall be considered based on manufacturing capacity. Domestic manufacturers and their associations are encouraged to pro-actively provide evidence of manufacturing capacity from time to time to DoT to enable inclusion of such products by email to usip.hq-dot@gov.in.

14. The bidders offering imported products will fall under the category of non-local suppliers. They can not claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

15. This Notification comes into effect from the date of notification. It is clarified that, except specific conditions contained in this notification, all the other conditions of the Public Procurement (Preference to Make in India) Order 2017 as amended from time to time shall prevail and are to be followed strictly.

**TABLE-A**

| S. No. | Product Category | HSN code | Product Details | Minimum Local Content (MLC) (in %) | Ceiling of LC for Design out of total LC (in %) |
|---|---|---|---|---|---|
| 1 | Encryption/ UTM (Unified threat management) platforms (TDM and IP) | 85176290 | TDM (Time Division Multiplex) | 65 | 55 |
| | | | IP (Internet Protocol) | 65 | 55 |

| | | | | | |
|---|---|---|---|---|---|
| 2 | IP/ MPLS Core routers/ Edge/Aggregation/ Router | 85176290 | IP Edge, Aggregation & Core Routers (overall capacity <=1 Tbps) | 60 | 40 |
| | | | Cell Site Router (CSR); (Overall capacity ≤1.2 Tbps) including virtual routers | 60 | 40 |
| | | | SD-WAN Routers (SDN Category) (Interface Capacity =<10 Gbps) | 60 | 40 |
| 3 | Managed Leased Line Network Equipment, IP Based access systems-DSL | 85176290, 85176990 | Central Office Equipment and CPEs of DSL/HDSL/S-HDSL | 60 | 40 |
| 4 | Ethernet Switches (L2 and L3) | 85176290 | L2/L3 Ethernet Switches 1-100 GbE interface Switches (stackable / standalone / modular switches), for Core / Distribution / Access Layers (including PoE/PoE+) | 60 | 40 |
| | | | Industrial Grade LAN 1, 10 GbE PoE/PoE+/Non-PoE Switches (Power over Ethernet) | 60 | 40 |
| 5 | IP based Soft Switches, IMS, Unified Communication Systems | 85176290, 85176990 | IP PBX / Unified Communication Systems(UCS) | 60 | 40 |
| | | | UCS (non-IMS based): | 60 | 40 |
| 6 | Wireline PABXs / IP PBX | 85176290 | Wireline PABXs / IP PBX | 65 | 45 |
| 7 | Media Gateways | 85176290, 85176990 | Media Gateways | 65 | 45 |
| 8 | Customer Premises Equipment (CPEs) (including Wi-Fi Access points, low capacity Routers, Media Converters), CPE - NFV/ SDN/ Leased-line Modems | 85176290, 85176990 | CPE (including Wi-Fi Access points and Routers), | 50 | 30 |
| | | | Media convertor | 50 | 30 |
| | | | TDM over IP Converter | 50 | 30 |
| | | | CPE - NFV/ SDN (Virtualized CPE with cloud management) | 50 | 30 |
| | | | Leased-line Modems n* 2Mbps / IP | 50 | 30 |
| 9 | SDH/ NG-SDH | 85176290 | SDH/ NG-SDH (STM 1/4/16/64) | 65 | 45 |
| 10 | Ethernet/MPLS- TP/ Packet Optical Transport equipment/ PTN systems | 85176290 | MPLS- TP / Packet Optical Transport equipment/ PTN (with or without OTN interfaces) systems | 65 | 45 |
| 11 | CWDM systems | 85176290 | CWDM (Nx100G, Nx10G) | 60 | 40 |
| 12 | DWDM systems | 85176290, 85176270 | DWDM (upto 10G) with Mux/De MUX with Transponder / Muxponder; ROADM (Reconfigurable Optical Add Drop Multiplexer), Passive DWDM MUX/DeMUX | 60 | 40 |
| 13 | GPON/XGPON equipment (including ONT and OLT) | 85176290, 85172990 | GPON/ XGPON equipment (including ONT and OLT) | 60 | 40 |
| 14 | XGS-PON equipment (including ONT and OLT) | 85176290, 85172990 | XGS-PON (10G DS – 10G US ) (including ONT and OLT) | 60 | 40 |

| | | | | | |
|---|---|---|---|---|---|
| 15 | SDH/ PDH Cross Connects | 85176290 | SDH/ PDH Cross Connects (STM : 1/4/16/64; E1/E3/DS3; Ethernet interfaces) | 60 | 40 |
| 16 | Small Size Radio Sub System | 85176290 | Micro 2G BTS | 60 | 40 |
| 17 | LTE/ LTE-R Based Mobile Systems, with its various derivatives | 85176290, 85176990 | Macro eNode B, as per TEC ENB GR (TDD/FDD) | 60 | 40 |
| | | | Micro eNodeB, as per TEC ENB GR (TDD/FDD) | 60 | 40 |
| | | | Pico eNodeB, as per TEC ENB GR (TDD/FDD) | 60 | 40 |
| | | | Home Base Station/ Femto | 60 | 40 |
| | | | EPC | 60 | 40 |
| | | | 4G NIB Small cell | 60 | 40 |
| 18 | Wi-Fi based broadband wireless access systems -indoor | 85176290, 85176990 | Indoor AP (802.11 ax MIMO, 2.4 & 5 GHz bands) | 55 | 35 |
| | | | Indoor AP (802.11 ac MIMO, 2.4 & 5 GHz bands) | 55 | 35 |
| 19 | Wi-Fi based broadband wireless access systems -Outdoor | 85176290, 85176990 | Outdoor AP (802.11ac - MIMO 2.4 and 5 GHz bands) - IP67 Rated | 55 | 35 |
| | | | Outdoor AP (802.11ax MIMO, 2.4 & 5 GHz bands) | 55 | 35 |
| 20 | Wi-Fi Access Controller (with interoperability and multi-vendor AP support) | 85176290 | Type 1: <= 2000 AP support | 55 | 35 |
| | | | Type 2: upto 5000 AP support | 55 | 35 |
| 21 | Authentication, Authorization and Accounting(AAA) Server | 85176290 | AAA Block (Radius) | 50 | 35 |
| | | | AAA Block (Radius/ Diameter) | 50 | 35 |
| 22 | Radio systems (IP/ Hybrid) | 85176290 | Radio systems (IP/ Hybrid) (5 GHz band - License Exempt band) | 55 | 35 |
| 23 | Software Defined Radio, Cognitive Radio systems | 85176290 | Ruggedised handheld, Ruggedised or non-ruggedised vehicle mounts, P2P OR P2MP or Mobile adhoc topology, Unlicensed band operation | 55 | 35 |
| 24 | Repeaters (RF/RF-over-Optical), IBS and Distributed Antenna systems (indoor / outdoor) | 85176290, 85177100 | Repeaters (RF/RF-over-Optical), IBS and Distributed Antenna systems (indoor / outdoor) including Active & Passive Accessories | 60 | 40 |
| 25 | VSAT Terminal Subsystem – ODUs/ | 85176290, 85256091 | Antenna | 50 | 25 |
| 26 | VSAT Hub Subsystems | 85256091 | NMS H/W & S/W | 50 | 25 |
| | | | Antenna (>=7m) and accessories etc. | 50 | 25 |
| 27 | Satellite Phones(S Bands) | 85176990 | Both Voice and Data (upto 9.6 Kbps) | 50 | 25 |
| 28 | Disaster communication Systems etc., including backpack satellite products (S Band) | 85176990 | Portable Terminals Voice and Data (2 Mbps UL) | 50 | 25 |
| 29 | Satellite based Systems, terminals including location, resources tracking (L, S and Ku, Ka bands) | 85176990 | Two way MSS Data Terminals (Satellite Receivers with location data) S - Band (Satellite IoT devices for various applications i.e. | 50 | 25 |

| | | | | | |
|---|---|---|---|---|---|
| | | | position tracking, messaging etc.) | | |
| | | | One Way Receivers MSS Data Terminals (Satellite Transmitters & Receivers - one way) S – Band (Simplex / Half-duplex, Mobile Satellite Service (MSS) terminal, Satellite IoT devices) | 50 | 25 |
| 30 | Telecom Network Management systems (NMS) with its various derivatives | 85176290 | | 65 | 50 |
| 31 | Optical Fibre | 9001000 | Single Mode | 50 | 0 |
| 32 | Optical Fiber Cable | 85447090 | Optical Fiber Cable (UG & OH) | 55 | 0 |
| 33 | Telecom Power System (Including Solar Power) | 85176990 | UPS, Power Plant, Invertor (Including Solar Power) 0.5-1500 KVA/ Power Plant: 1-2000 KVA (Modular) | 55 | 30 |
| 34 | Telecom Batteries (Lead Acid) | 85176990 | Lead Acid up to 5000 AH (Including VRLA) | 55 | 30 |
| 35 | IP Audio/ Video phones / Adaptor | 85176990 | IP Audio/ Video phones / Adaptor | 50 | 15 |
| 36 | IP/ Internet Set-top Box | 85176990 | IP/ Internet Set-top Box | 55 | 35 |

MLC%- 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.

**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 to be met for the inputs to be qualified as Local Content** |
|---|---|
| 1) Design<br>a) Hardware design<br>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-A (last column)** subject to additional conditions that:<br>a) The Intellectual Property Right (IPR) reside in India for Hardware Design; and<br>b) The Copyright is in India for the software Design & Development. |
| 2) Components<br>a) Integrated chips (ICs)- Processor, Memory etc.<br>b) Active components – Transistors, Diodes etc.<br>c) Passive Components – Resistors, Capacitors, Inductors etc. | Should be Manufactured in India |
| 3) PCB Fabrication | Should be Manufactured in India |
| 4) Cables/Chassis etc.<br>a) Chassis<br>b) Cables<br>c) Racks<br>d) Heat sinks<br>e) Enclosures | Should be Manufactured in India |
| 5) RF Components/Subsystem<br>a) Duplexers/Filters | Should be Manufactured in India |

| | |
|---|---|
| b) Antenna | |
| 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-A** would be 10% of the total product Bill of Material. |
| * The product may include some/all of the input/stage as mentioned above. While calculating the local content only those inputs/stages will be considered which are relevant in the manufacturing of the telecom product.<br><br>#In case a system or subsystem is merely assembled / integrated / tested, then actual Local Content shall be taken as up to 10% of the cost of system / subsystem. | |

**Form 1**

**Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-**

**Date:**

I__ _____**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 the 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, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

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 produced in-house.
xiii. List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

a. Imported items sourced locally from resellers/distributors.

b. The license fees / royalties paid/ technical charges paid out of India

c. Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated……...

**I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.**

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

**Signature:**

**Name:**

**Designation: CEO/MD**

**Address:**

**Email Address:**

**Mobile No.:**

**Place:**

**Date:**

**List of Acronyms used in the notification**

| Sl. No. | Acronyms | Expansion |
|---|---|---|
| 1. | AAA | Authentication Authorization & Accounting |
| 2. | AMC | Annual Maintenance contract |
| 3. | AP | Access Point |
| 4. | BBU | Base Band Unit |
| 5. | BIS | Bureau of Indian Standard |
| 6. | B-RAS | Broadband Remote Access Server |
| 7. | BTS | Base Transceiver Station |
| 8. | CDOT | Centre for Development of Telematics |
| 9. | CMC | Comprehensive Maintenance Contract |
| 10. | CPE | Customer Premise Equipment |
| 11. | CS | Central Scheme |
| 12. | CSR | Cell Site Router |
| 13. | CSS | Central Sector Scheme |
| 14. | CWDM | Coarse Wavelength Division Multiplexing |
| 15. | DIPP | Department of Industrial Policy and Promotion |
| 16. | DoT | Department of Telecommunications |
| 17. | DPIIT | Department for Promotion of Industry and Internal Trade |
| 18. | DSL | Digital Subscriber Line |
| 19. | DSLAM | Digital Subscriber Line Access Multiplexer |
| 20. | DWDM | Dense Wavelength Division Multiplexing |
| 21. | e-node B (ENB) | Evolved node B |
| 22. | EPC | Engineering Procurement Construction |
| 23. | FDD | Frequency Division Duplexing |
| 24. | gNB | Next Generation Node B |
| 25. | GFR | General Financial Rules |
| 26. | GPON | Gigabit Passive Optical Network |
| 27. | GR | Generic Requirements |
| 28. | GSM | Global System for Mobile |
| 29. | HDSL | High bit-rate Digital Subscriber Line |

| | | |
|---|---|---|
| 30. | IBS | Integrated Building System |
| 31. | IC | Integrated Chip |
| 32. | IMS | IP Multimedia Subsystem |
| 33. | IOT | Internet of Things |
| 34. | IP | Internet Protocol |
| 35. | IPR | Intellectual Property Right |
| 36. | IR | Interface Requirement |
| 37. | LAN | Local Area Network |
| 38. | L-2 | Layer Two |
| 39. | L-3 | Layer Three |
| 40. | LC | Local Content |
| 41. | Li-ion | Lithium-ion |
| 42. | LTE | Long Term Evolution |
| 43. | LTE-R | Long Term Evolution-Railway |
| 44. | MIMO | Multiple Input Multiple Output |
| 45. | MLC | Minimum Local Content |
| 46. | MPLS | Multi-protocol Label Switching |
| 47. | MPLS-TP | Multiprotocol Label Switching-Transport Profile |
| 48. | MSS | Mobile Satellite Service |
| 49. | MUX | Multiplexer |
| 50. | NFV | Network Function Virtualization |
| 51. | NG-PON2 | Next Generation Gigabit Passive Optical Network 2 |
| 52. | NIB | Network in Box |
| 53. | NMS | Network Management System |
| 54. | OADM | Optical Add-Drop Multiplexer |
| 55. | ODU | Outdoor Unit |
| 56. | OLT | Optical Line Terminal |
| 57. | ONT | Optical Network Terminal |
| 58. | OTN | Optical Transport Network |
| 59. | P2P | Point to Point |
| 60. | P2MP | Point to Multi Point |
| 61. | PABX | Private Auto Branch Exchange |
| 62. | PBX | Private Branch Exchange |
| 63. | PCB | Printed Circuit Board |
| 64. | PDH | Plesiochronous Digital Hierarchy |
| 65. | PMI | Preference to Make in India |
| 66. | PTN | Packet Transport Network |
| 67. | PoC | Proof of Concept |
| 68. | PoE | Power over Ethernet |
| 69. | PPP-MII | Public Procurement (Preference to Make in India) |
| 70. | PTN | Packet Transport Network |
| 71. | ROADM | Reconfigurable Optical Add-Drop Multiplexer |
| 72. | R&D | Research and Development |
| 73. | RF | Radio Frequency |
| 74. | S-HDSL | Single pair High speed Digital Subscriber Line |
| 75. | SDH | Synchronous Digital Hierarchy |
| 76. | SDN | Software Defined Network |
| 77. | SD-WAN | Software Defined - Wide Area Network |

| | | |
|---|---|---|
| 78. | STM | Synchronous Transport Module |
| 79. | TDD | Time Division Duplexing |
| 80. | TDM | Time Division Multiplexing |
| 81. | TEC | Telecommunication Engineering Centre |
| 82. | TEPC | Telecom Export Promotion Council |
| 83. | UCS | Unified Communication System |
| 84. | UL | Unified License |
| 85. | USOF | Universal Service Obligation Fund |
| 86. | UTM | Unified Threat Management |
| 87. | VRLA | Valve Regulated Lead Acid |
| 88. | VSAT | Very Small Aperture Terminal |
| 89. | Wi-Fi | Wireless Fidelity |
| 90. | XG-PON | 10 Gigabit Passive Optical Network |
| 91. | XGS-PON | 10 Gigabit Symmetrical Passive Optical Network |

ASHOK KUMAR JAIN, Dy. Director General

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# ANNEXURE-V

# TO ITB

## Tender Clause on Procurement from Bidders from Country(ies) sharing land border with India

1.0 Department of Expenditure (DoE) vide **O.M. No. 7/10/2021-PPD(1) dated 23.02.2023** has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in).

2.0 **Requirement of registration from Competent Authority:**

i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**.

ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**

3.0 **This Order shall not apply to the following special cases:**

i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.

iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

4.0 **Definitions**:

i). **"Bidder"** (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process.



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ii). **"Tender"** will include other forms of procurement, except where the context requires otherwise.

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

iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in **paragraph 5.0**, occurring on or after 23.07.2020.

v). **"Bidder (or entity) from a country which shares a land border with India"** means

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A Consortium or Joint Venture where any member of the Consortium or Joint Venture falls under any of the above.

vi). **Beneficial Owner** for the purposes of **paragraph 4.0 v) (d)** will be as under:

a) **In case of a Company or Limited Liability Partnership**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation: -

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
2. "Control" shall include the right to appoint the majority of the Directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

b) **In case of a Partnership Firm**, the beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

c) **In case of an Unincorporated Association or body of Individuals**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;



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d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

e) **In case of a Trust**, the identification of beneficial Owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vii). **"Agent'** is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

5.0 **Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):**

i). Certain sectors and technologies have been identified as sensitive from the national security point of view. **The sectors listed in Schedule I (copy attached) are considered Category-I sensitive sectors. The sectors listed in Schedule II (copy attached) are considered Category-II sensitive sectors**. The technologies listed in **Schedule III** (copy attached) are considered sensitive technologies.

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

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

iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

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



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6.0 **Sub-contracting in works contracts**

In works contracts, including turnkey contracts, Contractors shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of **"Contractor from a country which shares a land border with India"** shall be as given in above paragraph 4.0 v).

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

7.0 **Certificate regarding compliance**

Bidder shall submit a certificate of Compliance in the enclosed Form-I A/ Form-I B/ Form - II (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, it is found that the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ Banning or forfeiture of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/provisions of Bidding Document including Suspension/Banning and forfeiture of CPBG/ Security Deposit.



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## BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, Bidder M/s_____ (Name of the Bidder) is:

| | | |
|---|---|---|
| i). | Not from such a country | [ ] |
| ii). | If from such a country, has been registered with the Competent Authority | [ ] |

**Notes:**

a) Bidder to tick appropriate option (√) in either i) or ii) above)
b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

**(#) Undertaking shall be signed by the authorized signatory of the Bidder.**



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**Form- I B**

## BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS

**(On Company's Letter Head)**

To,

M/s Engineers India Limited/ _____(Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-Contracting to Contractors from such countries; I hereby certify that, Bidder M/s_____(Name of the Bidder) is:

| | | |
|---|---|---|
| i). | Not from such a country and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority | [ ] |
| ii). | If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority | [ ] |
| **Notes:**<br>a) Bidder to tick appropriate option ($\surd$) in either i) or ii) above)<br>b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority. | | |

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

**(#) Undertaking shall be signed by the authorized signatory of the Bidder.**

FORM-II

## BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT

(On Company's Letter Head)

To,

M/s Engineers India Limited/ _____ (Name of the client)

Tender Name : _____

Tender No. : _____

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s_____ (Name of the Bidder), hereby certify that,

| | | |
|---|---|---|
| i). | Bidder does not have any ToT arrangement requiring registration with the competent authority | [ ] |
| ii). | Bidder has valid registration to participate in this procurement | [ ] |

**Notes:**

a) Bidder to tick appropriate option (√) in either i) or ii) above)

b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

**(#) Undertaking shall be signed by the authorized signatory of the Bidder**



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# ANNEXURE-VI

# TO

# ITB

# ANNEXURE - 1

**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.



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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.



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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 |



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| | | | |
|---|---|---|---|
| 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**<br>• Crushing & Screening Plant<br>• 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)<br>• Slime Beneficiation<br>• Automatic Loading facilities<br>• Conveyer system | 75% | • Wet High Intensity Magnetic Separator / High Gradient Magnetic Separator<br>• Heavy Media Cyclone<br>• Gyratory Crusher<br>• Spiral Concentrator<br>• Online Ash Analyzer<br>• Ball/Rod/AG Mill (Greater than 3.5 m dia) |
| 2 | **Mining transportation**<br>• Slurry Pipelines<br>• Long distance conveying system | 30% | • PD Pump<br>• Valves<br>• 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)<br>• Blast Hole Drills 10"(Electric/Diesel)<br>• Diesel driven Track Dozer >850 HP Capacity<br>• Diesel Driven Wheel Dozer >500 HP capacity<br>• 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 |



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| S. No. | Plant /Unit package | Minimum domestic content of Capital Goods (%) | Importable Items |
|---|---|---|---|
| 7 | **Coke Dry Quenching Plant**<br>(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**<br>(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**<br>(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.<br>• Ignition Furnace Spare parts (Refractory/Control System/Burner Assembly)<br>• Exhauster (Waste Gas Fan) and System Spare Parts |
| 10 | **Blast Furnace Equipment**<br>Boundary Limit:<br>**Input**<br>• **Raw material**- Top of bunkers of respective material<br>• **Cold Blast**- Inlet of the snort valve<br>• **Industrial water**- BF pump house<br><br>**Output**<br>• **Hot Metal**- Filled in the torpedo ladle<br>• **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.<br>• Hearth Refractory (carbon blocks)<br>• Top Recovery Turbine system (TRT)<br>• Cu-staves<br>• SGI Staves<br>• Cast house equipment (Mud gun, Drilling machine and main trough Manipulator)<br>• Probes, Profilometer & Stock level indicator (radar type)<br>• Gas cleaning plant (AGS system)<br>• Stove system – ceramic burner & technological valve<br>• Waste Heat Recovery system<br>• Turbo blowers<br>• Ball Mill<br>• PCI Injection System<br>• Level-II automation<br>• Copper plate coolers<br>• Tuyere cooler<br>• Stove technological valves<br>• Dewatering Wheel of SGP<br>• Torpedo Ladle Car chain assembly<br>• Dome filled dump Valves<br>• Tuyere stock assembly |
| 11 | **Gas based Direct Reduction Plant Equipment**<br>(Boundary Limit: Receipt of raw | 50% | • Reactor charging system<br>• Reactor<br>• 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<br>• Discharge route to briquetting system<br>• Briquetting feeding system<br>• Briquetting system<br>• Reduction gas circuit<br>• CO2 removal unit<br>• Process gas heater<br>• Reformer system<br>• Heat Recovery System<br>• Process Gas Compressors<br>• Blowers<br>• Seal Gas System<br>• Flue Gas Fan/ Hot Fan<br>• Process valves<br>• Critical bellows<br>• Critical refractories<br>• Natural Gas pre-treatment system<br>• Level-II automation |
| 12 | **Oxygen Plant 700 tpd & Above**<br>(Boundary limit: Water, Power at oxygen plant boundary) | 30% | • Main Air Compressor<br>• Booster Air Compressor<br>• Expansion Turbine<br>• Reboiler<br>• Cryogenic Pumps<br>• Heat exchange elements of<br>• ASU<br>• Pressure Column<br>• Main Condenser, Low Pressure Column<br>• Crude Argon Column, Pure Argon Column and Condenser with Condenser Block<br>• Main Heat Exchangers, Pure Argon Evaporator Sub-cooler<br>• LOX-IC-Process Pump<br>• LIN-IC-Process Pumps<br>• LAR-Transfer -Process Pumps<br>• Dense Fluid Expander<br>• Booster Heat Exchangers<br>• Molecular Sieves<br>Switching Valves for PPU<br>• Critical Safety valves<br>• Specialized valves<br>• Control Valves<br>• Cold box<br>• Control Valves GOX-Product<br>• Flow Measuring devices of Cold box<br>• Expander - Brake Generator, Frequency Converters |
| 13 | **Steel Processing** | | |
| 13.1 | **Hot Metal De- De-Sulphurization Station (HMDS) Unit with Co-Injection Process**<br>(Hot metal from the blast furnace (BF) is | 75% | • Injection Lance and automatic sampling Unit with auxiliaries<br>• De-slagging Machines (slag raking machine) with auxiliaries |



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| 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**<br>(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<br>• De-slagging Machines (slag raking machine) with auxiliary facilities<br>• Temp. measuring and sampling device with auxiliaries |
| 13.3 | **Basic Oxygen Furnace / LD Unit**<br>[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.<br>• Pneumatic motors for emergency tilting drive.<br>• Bottom stirring system, valve station & rotary joint along with auxiliaries<br>• Valve stations for oxygen/ argon/ nitrogen with auxiliaries<br>• Sub-lance system with auxiliaries<br>• Container lab with all auxiliaries.<br>• Automatic gas coupling (auto coupler) with auxiliaries.<br>• Converter wrecking machine.<br>• Converter tap hole changing machine<br>• Refractory monitoring (laser) machine.<br>• Converter Shell parts, Suspension System, Rotary joint, Slag Stopper & its control valves<br>• Converter Tilting Drive system & Suspension system, gearboxes & Motors, Pneumatic Motors & control valves, Position Encoders, Clutch system, Lubrication system components.<br>• Ladle Transfer Car Rail Track System (A series type) & gearboxes, stirring couplings.<br>• LOMAS Gas Analyzer, Multi-lab temperature & sample system.<br>• Stirring couplings for ladle transfer Cars.<br>• PLCs and RIOs.<br>• Automation system and software.<br>• Hot Zone Hydraulic Pumps and Valves.<br>• Hot Zone Geared Motors with wheel block.<br>• Converter Bearings.<br>• Air & Electric operated Slurry Compaction Pump.<br>• 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<br>• High current system including furnace transformer<br>• Oxygen & Carbon Injection System with auxiliaries<br>• Manual Temp Measuring & sampling Lance with auxiliaries |
| 13.5 | **Ladle Furnace Unit**<br>[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<br>• Manual Temp Measuring & sampling Lance with auxiliaries. |
| 13.6 | **RH/ RH-OB Unit**<br>[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<br>• Oxygen Lance System with auxiliaries<br>• Hydris Measurement System with auxiliaries |
| 13.7 | **Argon-Oxygen Decarburization (AOD) Unit** | 70% | • Drive Unit for tilting of AOD converter, Air Motor, Brakes etc.<br>• Lance copper tips<br>• Hoses for water and oxygen<br>• Pneumatic motors for emergency tilting drive.<br>• Bearing for AOD Converter, Emergency Gears for air motor<br>• Valve stations for oxygen/ argon/nitrogen with auxiliaries.<br>• Refractory monitoring (laser) machine<br>• Automation system. |
| 13.8 | **VD/VOD** | 70% | • Gas analysis (Off-Gas Mass Spectrometers) only sensor. Holder is make in India<br>• Automation and Process control software platform<br>• Vacuum Pump System with Auxiliary<br>• Oxygen tips<br>• Valve stations for oxygen/ argon/nitrogen with auxiliaries. |
| 13.9 | **Submerged Arc Furnace (SAF) Unit** | 65% | • Clay gun and drill M/c<br>• Electrode equipment<br>• Slipping device assembly<br>• Electrode guiding assembly<br>• Upper & Lower mantle assembly<br>• Pressure ring assembly<br>• Contact shoe assembly<br>• Heat shield assembly<br>• Electrode seal assembly<br>• Pressure ring bellows<br>• Seal refractory<br>• Furnace automation and Controller Software |

| S. No. | Plant /Unit package | Minimum domestic content of Capital Goods (%) | Importable Items |
|---|---|---|---|
| 13.10 | **Continuous Casting Unit**<br>(Slab Caster/ Billet/ Bloom Round/ Combi/ Beam Blank)<br>[The liquid steel is cast into slabs, billets, or blooms in the continuous casting machine (CCM)] | 65% | • Ladle slag detection system completes with auxiliaries<br>• Copper tube and Plate, Mould oscillation Cylinder.<br>• Rotary Union.<br>• Continuous temperature measuring system with auxiliaries.<br>• Torch cutting machine/ Emergency torch cutter along with auxiliaries<br>• De-burring machine along with electrical drive system with auxiliaries<br>• Marking machine.<br>• Roll gap checker completes with auxiliaries<br>• Electromagnetic Stirrer (EMS)/ Electromagnetic Braking (EMBr) system along with auxiliaries |
| 14 | **Flat Product Mills** | | |
| 14.1 | **Hot Strip Mills/ Plate Mill**<br>(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)**<br>(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)**<br>(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)**<br>(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<br>• Copper tube and Plate, Mould oscillation Cylinder.<br>• Rotary Union.<br>• Continuous temperature measuring system with auxiliaries.<br>• Pendulum shear cutting machine.<br>• Segments assembly<br>• Roll gap checker complete with auxiliaries<br>• Electromagnetic Stirrer (EMS)/Electromagnetic Braking (EMBr) system along with auxiliaries,<br>• Tunnel furnace burners<br>• 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.<br>• Nozzles<br>• Grease system and auxiliaries<br>• Hydraulic system and auxiliaries<br>• Gearbox<br>• ROT roll assembly<br>• Roll assembly (Sleeve, Shaft, Roll)<br>• Ladle turret and auxiliaries (Slew bearing, Disc coupling, Gearbox, Hydraulic clutch and Hydraulic Cylinder)<br>• Mould breakout prediction system<br>• Auto mould level control nucleonic gauge<br>• Mould powder feeding system<br>• CNC mould machining system with auxiliaries<br>• Tundish and Turret weighing system<br>• Tunnel furnace refractory rolls.<br>• Tunnel furnace shuttle drive system and gas conveying system.<br>• Backup roll hydrostatic lubrication system<br>• Roll bite lubrication system<br>• In-furnace camera with auxiliaries<br>• Crop shear<br>• Descaler system and component.<br>• Coil marking machine |

| S. No. | Plant /Unit package | Minimum domestic content of Capital Goods (%) | Importable Items |
|---|---|---|---|
| | | | • Online Coil weighing system<br>• Cut to Length Stacker System<br>• Roll Shop (CNC Combi grinders, CNC Roll Grinders, CNC Knife Grinders, CNC Turing Machine, Lathe Machines)<br>• Coil Strapping machines<br>• Down coiler system<br>• Mill Measuring system and Sensors (Automatic gauge control (AGC) sensors (roll force, gap, pressure)<br>• Looper Control System along its sensors<br>• Condition based monitoring System and its sensors<br>• Coil shuttle car and pallet conveying system.<br>• Crane coil tong.<br>• RO and UF membranes<br>• 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,<br>• 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<br>• (Static Synchronous Compensator) System |
| | **Other auxiliary and utility equipment** | | |
| 19 | **Calcination Plant** (Calcined Lime & Dolo) | | • Firing system, Shaft level indicator, Automation system<br>• VFD & Soft Starter Cards. Driving Air Blower, Dedusting Draft Fans, Cooling Air Fans, Lime Cooling Fan, Waste Gas Fans, Gas Booster Fan assembly<br>• 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<br>• Motor with Drive System<br>• Blow-off Valve<br>• Blower non-return valve<br>• Control & Instrumentation items |



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| 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<br>• Blow-off Valve<br>• Blower non-return valve<br>• 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<br>• Diesel Engines<br>• Blow-off Valves<br>• Blower non-return valves<br>• Control & Instrumentation items |
| 23 | **Gas Fired/ Heat Recovery Boilers** | | • Special Grade Plates & Tubes<br>• Flame Scanner<br>• Instrumentation & controls |
| 24 | **Steam Turbine** (Extraction/ BPTG) | | • Special Grade Blade Material<br>• Governing System<br>• Turbo Supervisory system<br>• Instrumentation & controls |
| 25 | **Gas Holder** | | • Gasholder seal, sealant.<br>• Level weight ropes with fittings.<br>• V. R. Valve gaskets<br>• Specialized membranes for double/triple membrane system.<br>• Hydraulics |
| 26 | **High pressure gas boosters** (Outlet pressure > 2000 mm WC) | | • Gas booster proper including control and bypass valves<br>• Piston Rings<br>• Concentric Ring Type Valves (SS) |
| 27 | **Pollution Control Systems** | | • TR sets<br>• Controllers<br>• Insulators<br>• ESP electrical components<br>• Control & Instrumentation items |
| 28 | **Water & Effluent Treatment System** | | • Membranes<br>• Evaporators (Compressor & Titanium Sheet)<br>• HP Pumps<br>• 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<br>• HP Compressors<br>• Control & Instrumentation items |
| 31 | **Packaged Chillers** | | • Compressors<br>• 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<br>• 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<br>• Profilometer<br>• Burden camera<br>• Tuyere phenomena detection system (TPDS)<br>• Top gas analyzers (CO, $CO_2$, $H_2$, $O_2$, pollutants)<br>• Flow jam switch<br>• Elemental analyzers<br>• Moisture analyzer (Nucleonic)<br>• CV analyzer<br>• Thickness gauge<br>• Hot metal detector<br>• Width gauge<br>• Furnace camera<br>• Multifunction profile gauge<br>• Flatness/shape gauge<br>• Surface inspection system<br>• Laser doppler velocity meter<br>• Optical barrier<br>• Thermal imaging systems for hot rolling<br>• Automatic gauge control (AGC) sensors (roll force, gap, pressure)<br>• Online mechanical property prediction systems (AI + sensors)<br>• Oil film thickness monitoring systems (cold rolling)<br>• X-Ray or Nucleonic Based Coating Thickness Gauges<br>• Mass flow meter<br>• Hydris (hydrogen detection in molten steel)<br>• Mold level measurement<br>• Break-Out Prediction System (BOPS)<br>• Electromagnetic Brake (EMBr) Control & Sensors<br>• Ladle tracking and management system<br>• 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)<br>• Sub-Lance Systems (Temp + $O_2$ + Carbon + Sampling)<br>• Ladle Refractory Wear Monitoring (Laser/Ultrasonic/Infrared)<br>• Continuous Emissions Monitoring Systems (CEMS – imported analyzers for SOx, NOx, PM, CO, $CO_2$, $O_2$, H2)<br>• Off-gas analyzer for BOF/ EAF (CO, $CO_2$, $H_2$, dust)<br>• Water quality analyzers (pH, Conductivity, Oil-in-water, TOC, Silica, BOD, COD, TSS, TDS, Phenol, Cyanide)<br>• Laser-based gas leak detectors ($CH_4$, CO, $H_2$, H2S)<br>• Acoustic / ultrasonic leak detection<br>• Vibration / condition monitoring sensors / Axial shift / Differential expansion monitoring systems<br>• Anti-collision system (Radar/ Laser/ Lidar)<br>• Oven Identification System (OIS)<br>• Pyrometers<br>• LOMAS Analyzers<br>• Master calibrators for pressure, temperature and electrotechnical parameters<br>• Instruments installed in Eirich Mixers in Sinter plant, and Hanzel make lubrication systems.<br>• Governor systems for Turbines and Turbo-blowers<br>• Tail gas analyzers for By-product plant<br>• Force sensors used in Coke bucket Lifter & reversing winch<br>• Encoders,<br>• Hydraulic valve controllers<br>• Instruments installed in BLTs (Tilt switch, sonic sensor, encoders, etc.)<br>• 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 * | |



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| 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. | | | |



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**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.



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**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.



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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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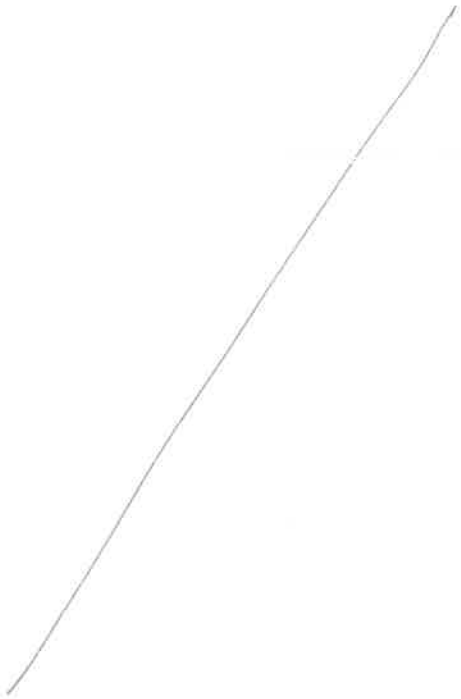


Annexure-2

(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)

ANNEXURE-VII TO ITB

# PROFORMA OF BANK GUARANTEE FOR EMD

## PROFORMA OF BANK GUARANTEE FOR EMD
### EARNEST MONEY DEPOSIT / BID SECURITY

(To be submitted on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Bank)

To
M/s Engineers India Ltd.
Engineers India Bhavan,
1, Bhikaiji Cama Place,
R.K.Puram, New Delhi - 110066

BG No. : _____
Date of Issue : _____
Date of Expiry : _____
(2 Months beyond bid validity)
Date of Claim : _____
Bank Name : _____

Dear Sirs,

1. In consideration of Engineers India Limited established under the Company's Act, 1956 having its registered office at 1, Bhikaiji Cama Place, New Delhi-110 066, India (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, include all its Successors, Administrators, Executors and permitted Assignees), has floated/issued a Tender/ Bidding Document for

_____ _____

(Name of work) [Bidding Document No.:

through press notification/ on limited basis, (hereinafter referred to as the "Tender" which expression shall include all the amendments thereto) and M/s _____ (Name of Bidder) having its Head/Registered Office at_____ (herein after referred to as the "Bidder" which expression unless repugnant to the context or meaning thereof, shall include all its Successors, Administrators, Executors and permitted Assignees) have submitted a Bid in response to the Tender enquiry and the Bidder having agreed to furnish as a condition precedent for participation in the said Tender an unconditional and irrevocable Bank Guarantee [hereinafter shall be referred to as this "Guarantee"] of value _____ [in fig. as per currency indicated in Notice/Letter Inviting Bid] [in words _____ ] for the due performance of the Bidder's obligations as contained in the Instructions to Bidder [ITB] and other terms and conditions contained in the Tender document supplied by the Company which amount is liable to be forfeited on the happening of any of the contingencies mentioned in the said Tender document.

2. We_____ (Name of Bank) established /registered under the laws of _____ (Name of the Country and Act/Laws) having its registered office at _____ (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) do hereby guarantee on behalf of the Bidder and undertake to pay immediately on demand signed by the Company's duly authorized officer, to the Company any money or all money up to the extent of the value of this Guarantee at the time but in any case not exceeding _____ (in Fig. with Currency) _____ (in words with Currency) in aggregate at any time without any demur, reservation, recourse, contest and/or without any reference to the Bidder. Any such demand made by the Company on the Bank shall be conclusive and binding on the Bank irrespective of any

dispute or difference raised by the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank confirms that this Guarantee has been issued in accordance with the appropriate laws in India [the country of issue].

4. The Bank also agrees that this Guarantee herein contained shall be irrevocable and shall continue to be enforceable in accordance with the Indian Laws and subject to exclusive jurisdiction of Indian Courts as per condition stipulated in Tender Document.

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

6. The Bank further agrees that this Guarantee herein contained shall remain in full force up to and including two months after the expiry of the Period of Bid validity i.e. upto _____ [02 Months beyond the bid validity] that is taken as the obligations of the Bidder as per Tender document and it shall continue to be enforceable until all the dues of the Company, if any, under or by virtue of this Guarantee have been fully paid and its claim satisfied or discharged.

7. The Bank further agrees that this Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Bidder during the period this Guarantee is in force but shall be in all respects and for all purposes be binding and operative until payment of all money due to the Company in respect of such liability or liabilities is paid or no claim is lodged by the Company to the Bank within the claim period after the Guarantee expires.

8. The Bank further agrees that this Guarantee shall not be affected by any change in the Bank's Constitution. The Bank also undertakes not to revoke this Guarantee during its currency.

9. The Bank further agrees that to fulfill the Bidder's liability during the bidding process, if requested by the Bidder in writing, the Bank shall issue Amendment to this Guarantee, as and when required, incorporating the extended date of validity and/or other amendment.

10. Notwithstanding anything contained herein above:

    a) The Bank's liability under this Guarantee is limited to - _____ (in Fig with currency) _____ _____ (in words with currency) in aggregate;

    b) This Guarantee shall remain in full force up to and including 60 (sixty) days after the expiry of the Period of Bid validity i.e. up to _____ [Date] and any extension(s) thereof on written instruction from the Bidder on whose behalf this Guarantee has been given, in which case it shall remain in full force up to and including 60 (Sixty) days after the extended date; and

    c) The Bank shall be released and discharged from all its liabilities and obligations under this Guarantee unless a written claim or demand is issued to the Bank on or before _____ <Date> or within the 60 (Sixty) days of the date of expiry of the extended date and the Company's right under this Guarantee will cease.

11. The Bank further agrees that all claims under this Guarantee is payable to the Company in favour of the above said account number at New Delhi

12. The Bank has the power to issue this Guarantee under its Memorandum and Articles of

Association and the undersigned is authorized to sign this Guarantee on behalf of the Bank and to bind the Bank thereby.

IN WITNESS whereof, the Bank _____ has executed this Guarantee at _____(Place) on _____ (Date)

_____

Signed and Sealed by Constituted Attorney

(Signature of a person authorized to sign on behalf of the Bank)

Name:
Designation:
Bank Name:

In presence of witness:

1. Signature _____

Name & Designation:

2. Signature _____

Name & Designation:

[Note: The Bank shall issue the confirmation letter of providing this Guarantee on behalf of the Contractor directly to the beneficiary at the above mentioned address]

**ANNEXURE-VIII TO ITB**

(In Bank's Letter Head)
Fixed Deposit Confirmation Letter by Bank

Date: _ _/_ _/_ _ _ _

To,

Engineers India Limited,
…….
…….
……..

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....***{ up to 2 months beyond bid validity}*** duly pledged / lien in favour of Engineers India Limited (EIL).

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s ..... (Name of the Bidder) under the Tender no.. ..... ……..This FDR can be encashed/ redeemed without any consent/ letter from the Bidder M/s.....(Name of the Bidder) on the demand by Engineers India Limited and the payment will be made to the Account (payable at New Delhi) of Engineers India Limited excluding the interest earned thereon. The Bidder cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of EIL.

This FDR shall be governed by, and construed in accordance with, the laws of India. ……(Name of the Bank) branch address.....irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this FDRs may be brought in the courts in Delhi.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Bidder & EIL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of .....[Name of the Bank & Branch details (Including IFS Code)]

Signature……..

Name:……
Designation:……
Contact no. ……
Email Id. ……
Stamp of Bank……

Note:

(i) This letter in Original forms an integrated part of FDR
(ii) The FDR shall be in the name of the Applicant (Name of Bidder) A/c Engineers India Limited with a lien marked in favor of the beneficiary (i.e. EIL).
(iii) The communication can be send to the following:
Details for confirmations (including Address, Email Id, IFS Code and contact no.)..

# Annexure – IX

# to

# ITB

**ANNEXURE-16B**

FORMAT OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS BID SECURITY

(To be submitted on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing Insurance Company)

To

M/s Engineers India Ltd.
Engineers India Bhavan, 1, Bhikaiji Cama Place,
R.K.Puram, New Delhi – 110066

Surety Bond No. : [Insert Surety Bond Number]
Date of Issue : [Insert Date]
Date of Expiry : [Insert Date] (2 Months beyond bid validity)
Date of Claim : [Insert Date]
Insurance Company Name : [Insert Name of Indian Insurance Company]

Dear Sir,

1. In consideration of Engineers India Limited established under the Company's Act, 1956 having its registered office at 1, Bhikaiji Cama Place, New Delhi-110 066, India (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, include all its Successors, Administrators, Executors and permitted Assignees), has floated/issued a Tender/ Bidding Document for _____(Name of work) [Bidding Document No.:] through press notification/ on limited basis, (hereinafter referred to as the "Tender" which expression shall include all the amendments thereto) and M/s _____ (Name of Bidder) having its Head/Registered Office at _____ (herein after referred to as the "Bidder" which expression unless repugnant to the context or meaning thereof, shall include all its Successors, Administrators, Executors and permitted Assignees) have submitted a Bid in response to the Tender enquiry and the Bidder having agreed to furnish as a condition precedent for participation in the said Tender an unconditional and irrevocable Surety Bond [hereinafter shall be referred to as this "Surety Bond"] of value _____[in fig. as per currency indicated inNotice/Letter Inviting Bid] [in words ] for the due performance of the Bidder's obligations as contained in the Instructions to Bidder [ITB] and other terms and conditions contained in the Tender document supplied by the Company which amount is liable to be forfeited on the happening of any of the contingencies mentioned in the said Tender document.

2. We, (Name of Insurance Company), a company registered under the Insurance Act, 1938 and licensed by the Insurance Regulatory and Development Authority of India (IRDAI) to carry on the business of general insurance in India, having its registered office at _____[Address of Insurance Company) (hereinafter referred to as the "Insurer" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) do hereby guarantee on behalf of the Bidder and undertake to pay immediately on demand signed by the Company's duly authorized officer, to the Company any money or all money up to the extent of the value of this Surety Bond at the time but in any case not exceeding_____ (in Fig. with Currency) (in words with

Currency) in aggregate at any time without any demur, reservation, recourse, contest and/or without any reference to the Bidder. Any such demand made by the Company on the Insurer shall be conclusive and binding on the Insurer irrespective of any dispute or difference raised by the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Insurer confirms that this Surety Bond has been issued in accordance with the appropriate laws in India [the country of issue].

4. The Insurer also agrees that this Surety Bond herein contained shall be irrevocable and shall continue to be enforceable in accordance with the Indian Laws and subject to exclusive jurisdiction of Indian Courts as per condition stipulated in Tender Document.

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

6. The Insurer further agrees that this Surety Bond herein contained shall remain in full force up to and including two months after the expiry of the Period of Bid validity i.e. upto _____ [02 Months beyond the bid validity] that is taken as the obligations of the Bidder as per Tender document and it shall continue to be enforceable until all the dues of the Company, if any, under or by virtue of this Surety Bond have been fully paid and its claim satisfied or discharged.

7. The Insurer further agrees that this Surety Bond shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Bidder during the period this Surety Bond is in force but shall be in all respects and for all purposes be binding and operative until payment of all money due to the Company in respect of such liability or liabilities is paid or no claim is lodged by the Company to the Insurer within the claim period after the Surety Bond expires.

8. The Insurer further agrees that this Surety Bond shall not be affected by any change in the Insurer's Constitution. The Insurer also undertakes not to revoke this Surety Bond during its currency.

9. The Insurer further agrees that to fulfill the Bidder's liability during the bidding process, if requested by the Bidder in writing, the Insurer shall issue Amendment to this Surety Bond, as and when required, incorporating the extended date of validity and/or other amendment.

10. The Insurer's liability under this Surety Bond shall not exceed..... (Bond Amount in figures & words) and this Surety Bond shall be valid upto. .....(expiry date). Insurer is liable to pay to EIL the demanded amount only upon receipt of written claim or demand from EIL on or before ..... (not less than 2 months from expiry date).

11. Any notice, request, demand or claim or other communication to be given or made under this Surety Bond shall be in writing addressed to the Insurer and may be transmitted to the insurer either by post or by email address as set opposite its signature hereunder. The Insurer shall pay the amount immediately upon receipt of such written demand from EIL which suffices all requirements for payment to EIL under this Surety Bond.

12. The Insurer further agrees that all claims under this Surety Bond is payable to the Company in favour of the above said account number at New Delhi.

13. The Insurer has the power to issue this Surety Bond under its Memorandum and Articles of Association and the undersigned is authorized to sign this Surety Bond on behalf of the insurer and to bind the Insurer thereby.

14. All related parties have agreed to the terms & conditions of this Insurance Surety Bond which conform with the principle of utmost good faith.

**IN WITNESS WHEREOF**, the **Insurer**, [Insert name of Insurance Company], has executed this **Surety Bond** at [Insert Place] on this [Insert Date].

**SIGNED AND SEALED** for and on behalf of
**[Insert Name of Insurance Company]**
by its duly Authorised Signatory:

**Signature**: _____
**Name**: [Insert Name]
**Designation**: [Insert Designation]
**Insurance Company Name**: [Insert Name]

**In the presence of witnesses**:

1. **Signature**: _____
   **Name**: [Insert Name]
   **Designation**: [Insert Designation]
2. **Signature**: _____
   **Name**: [Insert Name]
   **Designation**: [Insert Designation]

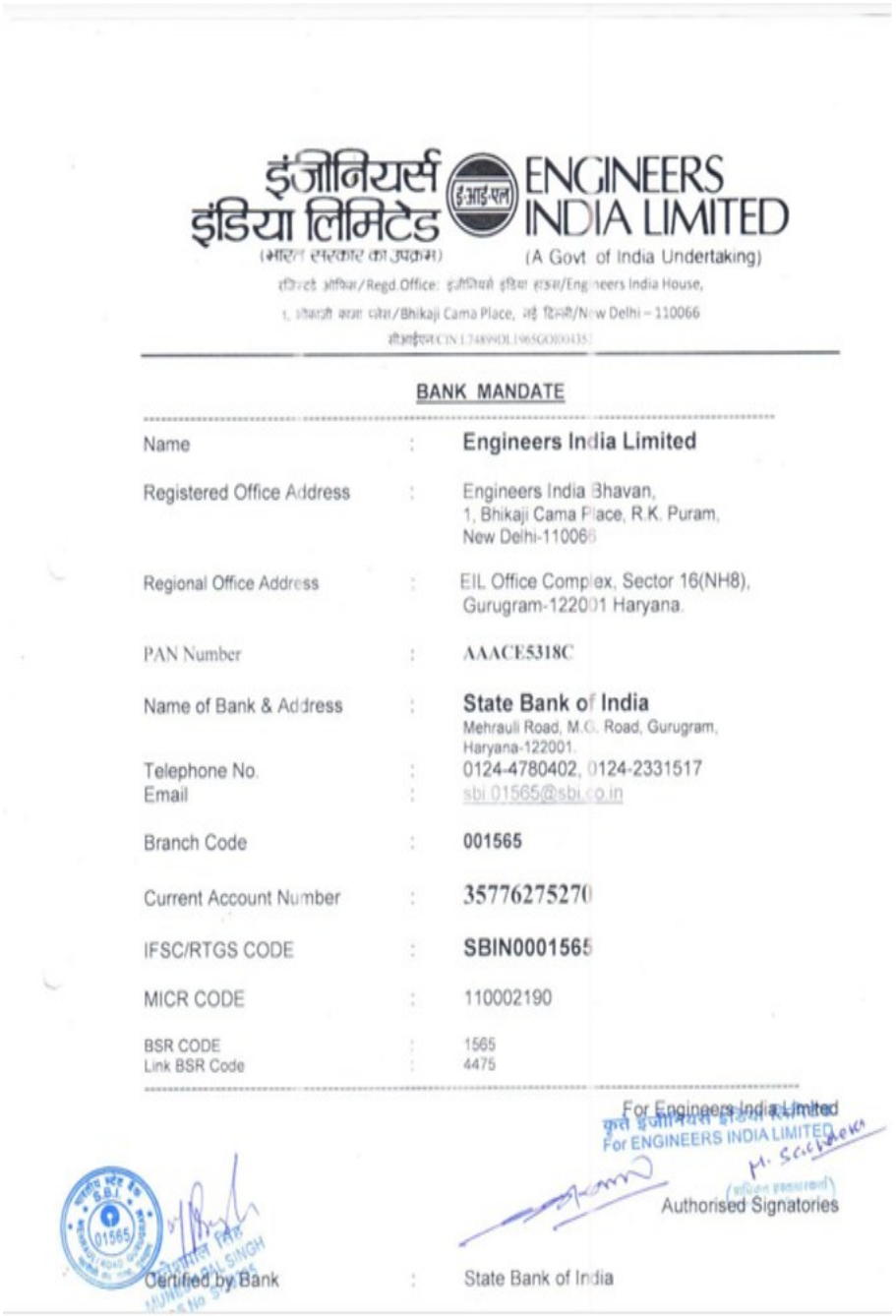
INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND TOWARDS EMD

1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper of appropriate value to be purchased in the name of the issuing insurance Company.
3. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted in Indian Currency only.
5. Insurance Surety and for Bid security in original shall be submitted along with the Bid.
6. Matter to be mentioned in covering letter to be submitted by Bidder along with insurance surety bond.

| | | | | |
|---|---|---|---|---|
| 1 | Insurance Surety Bond No | | | |
| 2 | Insurance Surety Bond Amount | | | |
| 3 | Date of execution of Insurance Surety Bond | | | |
| 4 | Expiry date of Insurance Surety bond | | | |
| 5 | Expiry date of claim period of Insurance Surety | | | |
| 6 | Bidder Name | | | |
| 7 | Tender No. | | | |
| 8 | Nature of Insurance Surety Bond | Earnest Money Deposit / Security Deposit | | |
| 9 | Insurer Details | A | Insurer Name: | |
| | | B | Address: | |
| | | C | Email Id: | |
| | | D | Phone No: | |

**BID DATA SHEET**

| SR.NO. | ITB CL. NO. | CONTENT |
|---|---|---|
| 1. | **ITB 1.1** | Bidding Document Reference No. : JP/C098-000-CD-T-8105/1004 |
| 2. | **ITB 1.1** | Name of Works :BALANCE WORKS FOR CONSTRUCTION OF BOUNDARY WALL AROUND THE SHRI RAM MANDIR COMPLEX IN AYODHYA |
| 3. | **ITB 3.1** | Enquiry Basis is: **Open Competitive basis (Domestic)** |
| 4. | **ITB 5.2, 5.3** | i. Last date for submission of pre-bid queries is : **Refer Notice for Invitation For Bid (IFB)**<br>ii. The pre-bid meeting is scheduled as following: **Refer Notice for Invitation For Bid (IFB)** |
| 5. | **ITB 5.2, 5.8, 13.4.2, 21** | The detail of Contact Persons for any query/clarification/communication/Postal address is:<br><br>**MR JAYDIP PURKAYASTHA,GM(SCM)**<br>**DAK RECEIPT SECTION,**<br>**TOWER-2 (GROUND FLOOR)**<br>**ENGINEERS INDIA LIMITED**<br>**SECTOR-16 (On N.H.-8),**<br>**GURGAON-122 001, HARYANA (INDIA)**<br><br>Phone no. +91-124- 289 1360/1362/1310/1304<br><br>E-mail ID: jaydip@eil.co.in / vibhor.saxena@eil.co.in / neeraj@eil.co.in bhupendra@eil.co.in |
| 6. | **ITB 6.4** | i. The geographical location detail of project site is:<br><br>**Near Hanuman Ghadi, Ramkot, Sai Nagar, Ayodhya, Uttar Pradesh 224123.**<br><br>ii. The contact person details for site visit is:<br>Durgesh Yadav, Sr. Manager (Site-In charge)<br>E-mail ID: durgesh.yadav@eil.co.in<br>Mob No.: 8750145123 |
| 7. | **ITB 3.2, 13.4(c), 14.5, 15.1, 19.9 & 20.4** | Consortium / unincorporated Joint Venture (JV) Bids are **not acceptable.** |
| 8. | **ITB 14.3** | Details of Independent External Monitors (IEMs), appointed by EIL, in terms of Integrity Pact (IP) are available on website https://tenders.eil.co.in/newtenders/Integrity_Pact. |
| 9. | **ITB 17.1** | The currency of Bid is **INR** |
| 10. | **ITB 19.1** | The Bid Security amount is : **Refer Letter Inviting Bid (LIB)/ Invitation for Bids( IFB)** |

| | | |
|---|---|---|
| **11.** | **ITB 19.6** | EIL Net Banking Details are as under:<br>  |
| **12.** | **ITB 4.3, 5.4, 25.0, 34.1, 21.4, 22.1** | URL for e-tendering portal is https://eprocure.gov.in/eprocure/app |
| **13.** | **ITB 18.0** | Bid shall remain valid for a minimum period of **03 (Three) months** from due date of submission of Bid. |

इंजीनियर्स इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)
रजिस्टर्ड ऑफिस/Regd.Office: इंजीनियर्स इंडिया हाउस/Engineers India House,
1, भीकाजी कामा प्लेस/Bhikaji Cama Place, नई दिल्ली/New Delhi – 110066
सीआईएन/CIN:L74899DL1965GOI004351

**BANK MANDATE**

| | | |
|---|---|---|
| Name | : | **Engineers India Limited** |
| Registered Office Address | : | Engineers India Bhavan,<br>1, Bhikaji Cama Place, R.K. Puram,<br>New Delhi-110066 |
| Regional Office Address | : | EIL Office Complex, Sector 16(NH8),<br>Gurugram-122001 Haryana. |
| PAN Number | : | AAACE5318C |
| Name of Bank & Address | : | **State Bank of India**<br>Mehrauli Road, M.G. Road, Gurugram,<br>Haryana-122001. |
| Telephone No. | : | 0124-4780402, 0124-2331517 |
| Email | : | sbi.01565@sbi.co.in |
| Branch Code | : | 001565 |
| Current Account Number | : | 35776275270 |
| IFSC/RTGS CODE | : | SBIN0001565 |
| MICR CODE | : | 110002190 |
| BSR CODE<br>Link BSR Code | : | 1565<br>4475 |

For Engineers India Limited
For ENGINEERS INDIA LIMITED
Authorised Signatories

Certified by Bank : State Bank of India

| | | |
|---|---|---|
| **14.** | **ITB 37.1** | The evaluation and comparison of bids shall be carried out as per following:<br>**I.** The Total amount quoted shall be calculated / established based on quoted increase / decrease in Schedule of Rates FORM SP-1 after arithmetic check in line with Clause 35.0 of ITB and shall be taken up for evaluation**. Work shall be awarded to the bidder whose total quoted price is the lowest.**<br>**Note: GST shall not be loaded for Price Bid Evaluation. GST Compensation Cess, if any, quoted by bidder shall be loaded for Price Bid Evaluation.**<br>I. Conditional discount, if offered, shall not be considered for evaluation.<br>II. Any uncalled for lump-sum/ percentage or adhoc reduction/ crease in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose. |
| **15.** | **-----** | **TIE AMONG LOWEST EVALUATED PRICES**<br>In an extreme situation, when there is a 'TIE' based on the evaluated price (after loadings, if any) recourse shall be taken on the basis of bidder's maximum average annual turnover during the last 3 years. For this purpose, average annual turnover of the bidders having tie, shall be tabulated for the past 3 years and maximum average annual turnover during the last 3 years shall be determined for each bidder. The bidder whose average annual turnover is highest shall be the recommended bidder |
| **16.** | | Interest rate to be charged on advances (i.e., mobilization advance, secured advance, differential amount of security deposit etc., as applicable): SBI base rate prevailing on the date of issue of enquiry plus 1% **= 10.90% p.a.** |

# BIDDING FORMS/ PROPOSAL FORMS

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| K | INTEGRITY PACT AND UNDERTAKING W.R.T. SECTION V OF INTEGRITY PACT |

**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-2 (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 Engineers India Ltd./Client 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 Contract Agreement forming part of Bid Documents within 15 (Fifteen) days of receipt of the Letter of Award / Fax of Acceptance from Client.

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).
Office Seal of the Company

**FORM-B**

## INFORMATION ABOUT BIDDER

**To**
**Engineers India Ltd.**

| | | |
|---|---|---|
| 1.1 | Bidder Name: | |
| 1.2 | Address of Registered Office: | _____<br>_____<br>City_____<br>District _____<br>State _____<br>PIN/ZIP_____ |
| 1.3 | Operation Address if different from above: | _____<br>_____<br>City_____<br>District _____<br>State _____<br>PIN/ZIP_____ |
| 1.4 | Telephone Number: | |
| 1.5 | Fax Number: | |
| 1.6 | Name & Mobile no. of Concerned person(s) | |
| 1.7 | E-mail address: | |
| 1.8 | Website: | |
| 1.9 | ISO Certification, if any | |
| **1.0** | GENERAL | |
| 1.1 | Income Tax PAN No. of the firm. | |
| 1.2 | Provident Fund Registration No. of the firm. | |
| 1.3 | ESI Registration No. of the firm | |
| 1.4 | GSTIN of the firm. | |

**To be signed by Authorised Person (Name, Designation and Signature)**
**With the Office seal of the Company**

**FORM-C**

## COMPLIANCE TO BID REQUIREMENT

**FORMAT OF LETTER OF WAIVER**

(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)

**NAME OF WORK :**

**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, issued by EIL/Client.

We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Purchaser.

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.

**SIGNATURE OF BIDDER (**) : _____**

**NAME OF BIDDER : _____**

**COMPANY SEAL : _____**

*Here fill in the name of bidder.

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

**FORM-D**

## FOR BIDDERS' QUERIES

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

**NOTE: Bidder shall submit their queries only through NIC CPP portal, strictly on or before cut-off date as mentioned in IFB/LIB/CPP Portal after which, EIL shall reserve the right not to entertain any queries. Queries sent through e-mails by any bidder shall not be given any cognizance.**

**SIGNATURE OF BIDDER : _____**

**NAME OF BIDDER : _____**

Office Seal of the Company :

**FORM-E**

## COMMERCIAL QUESTIONNAIRE

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

| SL. NO. | EIL'S QUERY | BIDDER'S REPLY/ CONFIRMATION |
|---|---|---|
| 1.0 | Confirm that your Bid is valid for 03 (Three) months from the due date of Bid. | |
| 2.0 | Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid. | |
| 3.0 | Confirm your compliance to total Scope of Work mentioned in the Bidding Document. | |
| 4.0 | Confirm that the following documents are uploaded/submitted with Part-I: | |
| a) | All documents as per CHECK LIST. | |
| b) | Master Index as issued is submitted, duly signed, in unpriced part. | |
| c) | Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued). | |
| 5.0 | Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB | |
| 6.0 | Schedule of Rates/Price | |
| a) | Confirm that the Price Part of e-Bid as per Schedule of Rates/Price format enclosed with Bidding Document has been duly filled in and uploaded at the designated place of the e-tender website. | |
| b) | Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. as applicable as per the Scope of Work. | |
| 7.0 | Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document. | |
| 8.0 | Confirm your acceptance for `Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification. | |
| 9.0 | Confirm your acceptance for Time Schedule as mentioned in Bidding Document. | |
| 10.0 | Confirm that your quoted price includes all taxes, duties, levies and cess etc. except "Goods and Services Tax" in accordance with the provision of SCC. | |
| 11.0 | Confirm that your quoted price includes all types of insurance as per the provisions of Bidding document. | |
| 12.0 | Confirm that all costs resulting from safe execution of Work, such as safety induction or any other safety measures to be undertaken by the Contractor for | |

| SL. NO. | EIL'S QUERY | BIDDER'S REPLY/ CONFIRMATION |
|---|---|---|
| | execution of work are included in the quoted rates. | |
| 13.0 | Confirm your compliance to the Key Construction Equipments and Manpower, Qualification & Experience requirement of Key personnel to be deployed as per the provisions of Bidding document. | |
| 14.0 | Confirm that you shall deploy adequate project/site organisation with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc. | |
| 15.0 | Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document. | |
| 16.0 | Confirm that all authenticated documents submitted for meeting the BQC are certified as per authentication requirement defined in the bidding document. | |
| 17.0 | Whether Bidder is intending to qualify based on jobs executed for subsidiary/ fellow subsidiary/ holding company. | Yes / No<br>(Strike out whichever is not applicable) |
| 18.0 | If Yes, Bidder to list out the name(s) of the subsidiary/ fellow subsidiary/ holding company. | |
| 19.0 | If Yes, Bidder to confirm that they have submitted tax paid invoices duly certified by the competent authority in line with the provisions of tender document. | CONFIRMED / NOT APPLICABLE<br>(Strike out whichever is not applicable) |

**SIGNATURE OF BIDDER : _____**
**NAME OF BIDDER : _____**
**COMPANY SEAL : _____**

**FORM-F**

## 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-I- EARNEST MONEY DEPOSIT / BID SECURITY

| S.No. | Documents | Submitted |
|---|---|---|
| 1. | Bid Security in accordance with Clause 19.0 of ITB (In case of exemption, documentary evidence for exemption of Bid Security duly authenticated as per the bidding document, wherever applicable) | ☐ |

### (B) PART-II- TECHNO-COMMERCIAL/ UNPRICED BID

| S.No. | Documents | Submitted |
|---|---|---|
| 1. | ~~Bid forwarding letter~~ | |
| 2. | Master Index / Table of Contents of the Bidding Document; Compliance Letter for Addendum/ Amendment, if any, duly signed, has been submitted along with offer | ☐ |
| 3. | **Integrity Pact in accordance with Clause 14 of ITB** | ☐ |
| 4. | 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. | ☐ |
| 5. | ~~In case of bids submitted by a JV, if permitted in BDS, shall include a copy of the Joint Venture Agreement entered into by all members~~ | |
| 6. | Bid Form as per **Bidding Form-A** | ☐ |
| 7. | Information about Bidder in accordance with **Bidding Form B** | ☐ |
| 8. | All Documents pertaining to Financial Criteria as specified in the bidding document. | ☐ |
| 9. | Past experience along with details and supporting documentation as called for in the Bidder qualification criteria alongwith duly filled in Annexure-II to IFB and Undertaking as per Annexure-I to IFB | ☐ |
| 10. | Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company | ☐ |
| 11. | Compliance to Bid requirement (**Bidding Form-C)** | ☐ |

| S.No. | Documents | Submitted |
|---|---|---|
| 12. | Self-Declaration as per **Bidding Form- J** | ☐ |
| 13. | Bank Mandate Form duly signed and stamped with the Banker's certification as per **Bidding Form-G** | ☐ |
| 14. | Unpriced copy (without price) of Schedule of Rates/Prices | ☐ |
| 15. | Commercial Questionnaire as per **Bidding Form- E** | ☐ |
| 16. | PAN NO. | ☐ |
| 17. | Declaration regarding PF & ESI as per **FORM - H (1) OR H (2).** | ☐ |
| 18. | Bidder's Undertaking regarding "Procurement from a Bidder from a Country Sharing Land Border With India" policy as per **Form - I A / Form - I B / Form-II as applicable in Annexure-V of ITB** | ☐ |
| 19. | Affidavit of DMI&SP policy as per FORM-1, available in Annexure-VI of ITB and/or Undertaking regarding DMI&SP policy as per FORM-2, available in Annexure-VI of ITB | ☐ |
| 20. | Undertaking/Declaration regarding "PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII) ORDER, 2017" policy ( Form-2 or Form-3 available in Annexure-IV of ITB) | ☐ |

## (C)PART-III- PRICE BID

| S.No. | Documents | Submitted |
|---|---|---|
| 1. | Schedule of Prices with rates/ prices filled in (including rebate, if any). | ☐ |

**To be signed by the Authorised Official ( Name,Designation and Signature)**
**Office Seal of the Company**

**FORM–G**

## 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

**FORM–H(1)**

## DETAILS OF P.F. & ESI REGISTRATION

Bidder to furnish details of Provident Fund & ESI Registration:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF & ESI Account is under operation presently and shall be used for all PF & ESI related activities for the personnel(s) engaged by us in the present work (if awarded to us).

**SIGNATURE OF BIDDER** :_____
**NAME OF BIDDER** : _____
**COMPANY SEAL** : _____

**FORM–H(2)**

*UNDERTAKING*

In case our establishment falls under the purview of PF & ESI Act during the execution of Contract, we shall get our establishment registered under PF & ESI and shall be solely responsible to fulfil the obligation of PF & ESI at no extra cost to EIL/Client/Owner.

STAMP AND SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

**NOTE: To be signed by the authorised e-bid signatory and submitted along with Techno-commercial-part.**

**FORM-I**

DELETED

**FORM–J**

## SELF DECLARATION
## (On Company's Letterhead)

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

| SL. NO. | DESCRIPTION | BIDDER'S DECLARATION |
|---|---|---|
| 1.0 | Confirm that we are not on suspension/banning list or black listed or debarred by EIL/Client as on date of submission of our bid. | ☐ We confirm<br>☐ We do not confirm |
| 2.0 | We confirm that that we are not on suspension/banning list or black listed by any other Central Government Department/ Central public sector on due date of submission of bid.<br>(Note: In case, this information is not provided, the bid shall be rejected.) | ☐ We confirm<br>☐ We do not confirm |
| 3.0 | We confirm that we are not involved in any Litigation / Arbitration.<br>(or)<br>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.<br><br>(Note: In case Bidder(s) affirms that present litigations/ arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmation as above, their bids shall be rejected.) | ☐ We confirm<br>☐ We do not confirm<br>(OR)<br>☐ We confirm<br>☐ We do not confirm |
| 4.0 | Confirm that Bidder is not under Liquidation, court receivership or similar proceedings. | ☐ We confirm<br>☐ We do not confirm |
| 5.0 | We confirm that the content of the Bidding Document including schedule of rates/ prices and Corrigendum / Addendum (if any) have not been altered or modified. | ☐ We confirm<br>☐ We do not confirm |

To be signed by the Authorised Official of the Company (Name, Designation and Signature)
Office Seal of the Company

# Form -K

## INTEGRITY PACT

Engineers India Limited (EIL) hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award under laid down organizational procedures, contract against enquiry no.....for .....The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder (s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle 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 for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

   c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

इंजीनियर्स इंडिया लिमिटेड ★ ENGINEERS INDIA LIMITED ★ कार्यालय परिसर गुरुग्राम

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

1. The Bidder(s)/Contractor(s) commit themselves 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(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.

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

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

    d) The Bidder(s)/Contractor(s) 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.

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

3. Bidder shall not approach the courts while representing matter to IEM and he/ she will await their decision in the matter.

4. The word"he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and take appropriate action.

इंजीनियर्स इंडिया लिमिटेड
कार्यालय परिसर
गुरुग्राम
ENGINEERS INDIA LIMITED

Section 4- Compensation for Damages

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

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

Section 5-Previous transgression

1) The Bidder/Contractor declares that no previous transgression occurred in the last 3 years with any other Company In India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise In India that could justify his exclusion from the tender process.

2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

Section 6- Equal treatment of all Bidder/contractors

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

2. The Principal will disqualify from the tender process all bidders/Contractors who do not sign this Pact or violate its provisions.

3. If the bidders/ contractors, before award or during execution is found to have violated any provision of Integrity Pact, the Principal is entitled to invoke their Banning Policy and take necessary action.

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

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

Section 8- Independent external monitor/monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, EIL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also. The Monitor is under contractual obligation to treat

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the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) as confidential.

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

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

6. The Monitor will submit a written report to the CMD, EIL within 8 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 CMD, EIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, EIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. 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 CMD, EIL.

Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e., New Delhi.

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

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

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

5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 2;

(Name & Address)_____

_____

_____

Witness 2:

(Name & Address)_____

_____

_____

ANNEXURE-I

## UNDERTAKING W.R.T. SECTION – V OF INTEGRITY PACT

I, Mr/Ms _____, authorised person on behalf of M/s _____, signatory of Integrity Pact, hereby declares that No incidence of previous Transgression, conforming to the provisions under Section-2 of the IP format enclosed with the Bidding Document, has come to light/occurred or pending adjudication in the last three years with any other Company, including Public Sector Enterprises, in/outside India that could Justify our exclusion from the tender process.

M/s....., shall be solely responsible for the adherence to the provisions of the Integrity Pact by the Sub-contractor, in case of Sub-Contracting.

We further confirm that the above declaration/confirmation are true and correct in all respects, and not in conflict with the declaration mentioned in any part of our bid / financial statements /any other document.

I, Mr..... also declare that in case, at a later date, if the declaration submitted in our bid are found to be false, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of the land and provisions of Bidding Document and EIL/Owner's right to put our Company on Suspension/Banning list for future business with EIL/Owner.

Sign & Seal of the Authorised Signatory of Bidder

Name & Designation:

# GENERAL CONDITIONS OF CONTRACT



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## Preface

The General Conditions of Contract shall be read in conjunction with respective provisions specified in Special Conditions of Contract, Specifications, Drawing and any other Part of the Contract. In case of irreconcilable conflicts the provisions under clause no 2.1 herein of General Conditions of Contract shall prevail.



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# 1 DEFINITIONS AND INTERPRETATION

## 1.1 Definitions

In the Contract, capitalised words and expression defined by way of inclusion in "parenthesis", shall have the meaning so ascribed thereto. Further, in the Contract, unless repugnant to the context thereof, the following words and expressions used in these General Conditions of Contract and elsewhere in the Contract, shall have the meanings assigned to them hereunder:

"**Affected Party**" shall have the meaning ascribed to it in Clause 27.2.

"**Agreed Variations**" shall mean the statement of agreed variations annexed to the detailed Letter of Acceptance and any document signed by EIL and the Contractor as an amendment of contract.

"**Applicable Laws**" means all laws in force and effect, including Tax laws but excluding direct Tax laws (which includes income tax, corporate tax, profession tax and wealth tax), as of the Base Date and which may be promulgated or brought into force and effect hereinafter including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made thereunder and judgments, decrees, injunctions, writs, orders and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract from time to time.

**"Appendix"** means formats/enclosures attached to the General Conditions of Contract.

"**Approval**" and its grammatical variations shall mean approved or confirmed in writing by Engineer-in-Charge.

"**Arbitration Act**" means the (Indian) Arbitration and Conciliation Act, 1996.

"**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 EIL 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.

"**Base Date**" means the date 7 (seven) days prior to the last date for submission of the Bid/revised Bid, if any.

"**Background Information**" means all and any materials, data, documents, drawings, plans, surveys, reports or other information relating in any way to the Site or the Facility, whether or not made available by EIL and/or its agents to the Contractor.

"**Bid**" means the Contractor's signed offer for the Works and all other documents submitted along with the Bid.

"**Bidding 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, the Special Conditions of Contract, the Specifications and all



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other reports, surveys, drawings and documents including amendments, if any, provided to the Contractor by EIL.

"**Billing Schedule**" means the schedule submitted by the Contractor in accordance with Clause 23.3.1, in terms of which EIL shall be required to make progressive payments to the Contractor.

"**Bill of Quantities**" means the bill of quantities as per the provisions of the Contract.

"**Business Day**" means a day other than a Sunday or a public holiday on which banks are open for business in New Delhi and any other place mentioned in the Contract.

"**Change in Law**" means the occurrence of any of the following after the Base Date:

(a) The enactment of any new law in India;

(b) The repeal, modification or re-enactment of any existing Indian law;

(c) The commencement of any Indian law which has not entered into effect until the date of signing of the Contract;

(d) Change in the interpretation or application of any Indian law by Government Authority via issuance of circulars/ clarifications or by a court which has become final conclusive and binding;

(e) Increase/ Decrease in the rate of Taxes in force after the Base Date;

(f) Change in the basis of computation of Taxes in force after the Base Date,

in such a manner that it has a material effect (positive or negative) on the Contract.

Notwithstanding anything mentioned above, Change in Law will not include any change in direct tax laws (which includes income tax, corporate tax, profession tax and wealth tax) for which the Contractor is the responsible party

"**Clause**" means a clause of this Contract.

"**Code-1 Approval**" means final approval of drawings/documents incorporating all comments of EIL (including any consultant appointed by EIL).

"**Code-2 Approval**" means tentative approval of the drawings/documents by EIL (including any consultant appointed by EIL) with comments to be incorporated by Contractor, with the intent that subject to incorporation of and/or rectification in accordance with such comments, construction/manufacture can proceed based on commented drawings/documents pending their re-submission and grant of Code-1 Approval.

"**Code-3 Approval**" means that on review of the drawings/documents by EIL (including any consultant appointed by EIL) 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 after appropriate correction and/or re-preparation.

"**Commissioning**" shall have the meaning assigned to it in Clause 16.

**"Completion"** shall mean the successful provision of all materials and inputs and the successful completion and conclusion of all activities and tests (including the Tests on Completion) required to complete the Works in accordance with the Contract, but shall not include the obligation to rectify defects during the Defect Liability Period.

"**Completion Certificate**" shall have the meaning assigned to it in Clause 17.3.

"**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) EIL or obtained directly or indirectly from EIL by the Contractor or which is generated or obtained by the Contractor or any Subcontractor 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 unauthorised actions or fault of the Contractor; or

(b) that is in the possession of the Contractor with a right to disclose.

"**Contract**" means the agreement between EIL and the Contractor for execution of the Works and includes the Contract Agreement, the General Conditions of Contract, the Special Conditions of Contract, the other Bidding Documents, the Specifications, the Price Schedule, and such further documents which are listed in the Contract Agreement and/or these General Conditions of Contract and includes any amendment thereto made in accordance with the provisions hereof.

"**Contract Agreement**" means the agreement entered into between EIL and the Contractor along with the Price Schedule and other annexures and includes any amendments thereto made in accordance with the provisions thereof.

**"Contract Performance Bank Guarantee**" means a duly executed, irrevocable, unconditional on demand bank guarantee that is to be procured and maintained by the Contractor in accordance with Clause 9.4.2, to secure the due and proper performance of the Contract.

"**Contract Validity Period**" means the period commencing from the Effective Date up to the end of the Extended Defects Liability Period.

"**Contract Price**" means the total price payable to the Contractor for performing the Works based on the rates and breakdown of prices provided by the Contractor in the Price Schedule, subject to such additions thereto and deductions there from as may be made under the Contract and as adjusted by the actual quantities, if applicable, of the items mentioned in the Price Schedule utilized in the execution of the Works.

"**Contract Spares**" shall have the meaning assigned to it in Clause 9.23.

"**Contractor's Documents**" means the documents to be prepared by the Contractor under the Contract including, without limitation, such technical documents specified in the Specifications and such data, designs, information, calculations, specifications, schedules, plans, test plans,



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programs, the Drawings and Designs, the Billing Schedule, Test Records, As-Built-Drawings and all other information and documents including eye readable or computer readable data relating to the execution of the Works or otherwise for the performance of the Contract.

"**Contractor's Equipment**" means all machinery, apparatus, equipment, material, vehicles, plant and all other things of whatsoever nature required for the execution and Completion of the Works and remedying of any defects, but does not include Plant, Goods and Materials and any other thing intended to form or forming a part of the Permanent Works.

"**Contractor's Event of Default**" shall have the meaning assigned to it in Clause 32.2.

"**Contractor's Insurance**" has the meaning assigned to it in Clause 33.2.

"**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.

"**Contractor's Representative**" means the person nominated by the Contractor to act on its behalf for the purposes of the Contract and notified as such in writing to EIL.

"**Cost**" means all expenditure reasonably and properly incurred by the Contractor, whether on or off the Site and includes overhead, profit and similar charges.

"**Defect**" means any defect, imperfection or other fault in the Facility or any part thereof arising from or in connection with the execution of the Works or any defect, imperfection or other shortcoming in the Contractor's Documents, or a breach of the Contract or the neglect or failure of the Contractor to comply with any of its obligations, express or implied, under the Contract and the term '**Defective**' shall be construed accordingly.

"**Defect Liability Period**" means the period specified in Clause 18.1 for notifying defects in the Works, calculated from the date of Completion as specified in the Completion Certificate for the Works or part of the Works.

"**Dispute**" shall have the meaning assigned to it in Clause 35.2.

"**Design Data**" means all specifications, sketches, plans, graphs, details, dimensions, models and calculations provided by EIL as a part of the Bidding Documents and verified by the Contractor.

"**Drawings and Designs**" means the drawings and designs provided by Engineer-in-Charge or prepared by the Contractor on the basis of the Design Data and submitted to and Approved by the Engineer-in-Charge in accordance with Clause 9.13 & 10.5, in accordance with which the Contractor shall proceed with the execution of the Works.

"**Effective Date**" means date of issuance of Fax of Acceptance/Letter of Award of Work.

"**EIL**" means Engineers India Limited, a company incorporated under the Companies Act, 1956 with its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA).



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"**EIL's Insurance**" shall have the meaning assigned to it in Clause 33.1.

"**EIL's Personnel**" means all staff and employees of EIL.

"**Engineer-in-Charge**" means the Person designated by EIL to act as the Engineer-in-Charge for the purposes of this Contract and notified in writing to the Contractor.

"**Extended Defect Liability Period**" shall have the meaning assigned to it in Clause 18.7.

"**Facility**" means the facility to be construed under and in accordance with this Contract and as described in greater detail in the Specifications.

"**Final Completion**" shall mean the successful completion and discharge of all obligations of the Contractor under the Contract, including the obligation to rectify Defects, if any, during the Defects Liability Period and the Extended Defects Liability Period, if any.

"**Final Completion Certificate**" means the certificate issued by EIL to the Contractor under Clause 19.

"**Final Bill**" has the meaning assigned to it in Clause 23.5.1.

"**Force Majeure**" has the meaning assigned to it in Clause 27.2.

"**Format-I**" has the meaning assigned to it in Clause 15.4.

"**Format-III**" has the meaning assigned to it in Clause 15.5.

"**Format-IV**" has the meaning assigned to it in Clause 15.10.3.

"**Format-V**" shall have the meaning assigned to it in Clause 16.1.3.

**"Free Issue Materials**" means any equipment, machinery, apparatus, accessories, auxiliaries, spare parts, tools and tackles and articles and things provided by EIL to the Contractor for incorporation in the Permanent Work and which shall be bailed to the Contractor upon their delivery at Site in accordance with Clause 9.29.

"**General Conditions of Contract**" means these general conditions of contract.

"**Goods and Materials**" means things of all kinds (other than Plant) intended to form or forming a part of the Permanent Work, including materials (if any) to be supplied by the Contractor under the Contract.

"**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.

"**Guaranteed Performance Levels**" means the guaranteed levels of performance set out in the Contract that are needed to be met by the Plant, Goods and Materials , the Works and the Facility on conduct of the Tests on Completion.

"**Intellectual Property**" means copyright, registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layouts, all rights conferred under statute, common law or equity in relation to inventions (including patents), proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"**INR**" or "**Rupees**" means the legal currency of the Republic of India.

"**Key Date**" means a date identified for the completion of a Stage set out in the Works Completion Schedule, relating to execution of the Works, unless revised in accordance with the terms of the Contract.

"**Key Personnel**" shall have the meaning assigned to it in Clause 12.2.

"**Letter of Award/ Fax of Acceptance**" means the Letter of Award / Fax of Acceptance issued by EIL to the Contractor, awarding the Works to the Contractor.

"**Mechanical Completion**" shall have the meaning assigned to it under Clause 15.1.

"**Mobilisation**" means the organisation of sufficient and adequate resources, including labour, materials and equipment (including Contractor's Equipment and Goods and Materials) by the Contractor for execution of the Works.

"**Mobilization Advance**" means the amount specified in the Payment Schedule that is paid by way of advance by EIL to the Contractor pursuant to Clause 23.

"**Mobilization Advance Guarantee**" means a duly executed, irrevocable, unconditional on demand bank guarantee that is to be procured and maintained by the Contractor as security for the **Mobilization Advance** received by the Contractor.

"**Monthly Progress Reports**" means the monthly progress reports submitted by the Contractor in accordance with the scope of Works / Contract.

**"Operation and Maintenance Manuals**" means the operation and maintenance manual submitted by the Contractor in accordance with Clause 10.7.

"**Payment Milestones**" means the milestones listed in the Payment Schedule.

"**Payment Schedule**" means the document containing the terms of payment of the Contract Price to the Contractor as annexed to the Contract Agreement.

"**Performance Compensation**" means the compensation to be paid by the Contractor to EIL as compensation for failure of the Facility and the Works to meet the Guaranteed Performance Levels under Clause 20.1.

"**Performance Tests**" means the tests described in the Specifications which are to be carried out by the Contractor in accordance with the Contract in order to demonstrate compliance with the Guaranteed Performance Levels.



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"**Performance Guarantee Test Run**" means the continuous operation of the Facility for a period, in accordance with the Contract, on full load during the Trial Operations.

"**Permanent Works**" means the permanent works to be executed by the Contractor (including all permanent structures and all work intended to form a continuing function after Completion of the Works) in accordance with the Contract.

"**Person**" or "**person**" means an individual, partnership, limited partnership, corporation, trust, joint stock company, unincorporated association, joint venture or Authority.

"**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 Contract Spares) in the Facility whether or not supplied from outside India or from within India, but does not include consumables, Contractor's Equipment and Goods and Materials.

"**Pre-Commissioning**" shall have the meaning assigned to it in Clause 14.

"**Price Schedule**" or "**Schedule of Rates**" shall mean the price schedule annexed to the Contract Agreement.

"**Project**" means the development, design, procurement, engineering and construction, erection, commissioning, testing, operation and maintenance of the Facility as applicable.

"**Punch List**" shall have the meaning assigned to it in Clause 15.6.

"**Punch-list Items**" means items of works of a minor or snagging nature which do not affect the operations of the Facility which remain incomplete on the date of issuance of Format-III.

"**Quality Assurance Plan/Project Quality Plan**" means the Approved quality assurance plan and manual developed by Contractor in accordance with Clause 9.19.

"**Related Dispute**" shall have the meaning assigned to it in Clause 35.2.6.

"**Review Period**" means the period of 14 (fourteen ) days unless specified elsewhere in the Contract, within which the Engineer-in- Charge or his authorized engineer must complete his review of the Contractor's Documents, as calculated from the date of submission of the relevant Contractor's Document.

**"Running Bill**" means the fully supported invoice delivered to EIL by the Contractor at the times set out in the Payment Schedule, containing all the requisite information and complying with all the requirements set out at Clause 23.3.2.

"**Safety Code**" means the safety code set out at Appendix 3 (Safety Code).

"**Secured Advance**" means the amount specified in the Payment Schedule that is paid by EIL to the Contractor pursuant to Clause 23.2

"**Site**" means the land, location, right of way and/or places provided by EIL where the Works are to be executed and to which Plant and Goods and Materials are to be delivered and any



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other place as may be specifically designated in the Contract as forming part of the Site or designated as such by the Engineer-in-Charge.

"**Special Conditions of Contract**" means the special conditions of contract setting out specific deviations from the General Conditions of Contract and other relevant provisions and data, which are to be read in conjunction with the General Conditions of Contract.

"**Specifications**" means all general and technical specifications and directions attached to and forming a part of the Bidding Documents which describe the purpose, scope, design and technical criteria of the Works including, the method and manner of performing the Works, the quality and quantity of the Works to be performed and the materials to be supplied under the Contract and includes all modifications or amendments made thereto by EIL.

"**Stage**" means the level of progress of the Works identified as such in Works Completion Schedule.

"**Subcontract**" means any contract awarded to a Subcontractor.

"**Subcontractor**" means any person named in the Contract as a subcontractor or an original manufacturer, supplier of any Goods and Materials, Plant, labour or services for the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the prior Approval of Engineer- in- Charge, as the case may be, and the permitted legal successors in title to such person, but not any assignee of such person.

"**Submissions Schedule**" has the meaning assigned to it in Clause 9.13.1.

"**Suspension Order**" shall have the meaning assigned to it in Clause 26.1.

"**Taxes**" means all taxes, duties, imposts, levies and charges pursuant to any law (whether currently in force or coming into force on or after the date of base date as defined above), including income tax, capital gains tax, Value Added Tax ("VAT"), Central Sales Tax ("CST"), works contract tax (WCT),customs duty, service tax, excise duty, fees, cess, octroi, entry tax, fringe benefit tax and any interest, surcharge, penalty or fine in connection therewith.

"**Temporary Works**" means all temporary and ancillary works including enabling works and maintenance works connected with the Works and required for the execution and completion of the Permanent Works.

**"Tests on Completion"** mean the tests which are specified in the Contract and designated as such and any includes any other tests that have to be carried out before the Works, or any part thereof is taken over by EIL.

"**Time for Completion**" means the period specified in the Contract Agreement or the Special Conditions of Contract for Completion of the Works, calculated from the Effective Date.

"**Time for Mobilisation**" means the period specified in Clause 9.3.2 for completion of Mobilisation, as calculated from the Effective Date.

"**Trial Operation**" means the integrated operation of the Facility in automatic control system for a continuous period specified in the Contract or the Specifications.



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"**Variation**" means any alteration and/or modification to the Specifications, which is instructed by the Engineer-in-Charge or as suggested by the Contractor and Approved as a variation by the Engineer-in-Charge in accordance with Clause 24.

"**Variation Order**" shall have the meaning assigned to it in Clause 24.1.

**"Week"** means a period of any consecutive seven days.

"**Working Day**" means a day other than a Sunday or a public holiday on which EIL is open for business.

"**Works**" means:

(a) all work and services required in connection with the turnkey design, engineering, procurement, permitting, fabrication, manufacture, construction, construction management, coordination of Subcontractors work, inspection, expediting, transportation, shipment, delivery, import, erection, installation, commissioning, start-up, testing and completion of the Facility, completion of all Performance Tests, in accordance with this Contract;

(b) the provision of all Plant, Goods and Materials, Contract Spares, machinery, tools, labor, utilities, chemicals, lubricants consumables, transportation, administration, oversight, incidentals and other services and items related to the foregoing in accordance with this Contract;

(c) the correction of defects in the Facility; and

(d) the performance of all other obligations and services that are described in, or necessarily implied by, this Contract.

"**Works Completion Schedule**" means the schedule for the performance of the Works and fulfilment of the Parties' obligations as annexed to the Contract Agreement/Special Conditions of Contract, as may be revised in accordance with the terms of the Contract.

"**Works Programme**" means the program showing the sequence, method and timing of the design, procurement, construction, erection, installation, testing, commissioning of the Works (and related activities in the form and content prescribed by the Specifications, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer-in-Charge has issued a notice of no objection.

## 1.2 Interpretation

In the Contract, except where the context requires otherwise:

(a) References to any statute or statutory provision or order or regulation made thereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

(b) References to persons shall include corporate bodies, unincorporated associations, partnerships and any organisation or entity having legal capacity.



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(c) Headings of General Conditions of Contract or of the Specification or of any other Bidding Document are solely for the purpose of giving general guidance for convenience in reading and segregating the general subject matter of various clauses and are not a summary of contents thereof and shall not form part of the operative provisions of the Contract and shall not govern the meaning or importation of the clauses thereunder.

(d) References to Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses of, or, schedules to these General Conditions of Contract.

(e) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and *vice versa*.

(f) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".

(g) Reference to an agreement, deed, instrument or other document include the same as amended, novated, supplemented, varied or replaced from time to time.

(h) Words indicating the singular also include the plural and words indicating the plural also include the singular.

(i) Provisions of the Contract including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing.

(j) The expression "writing" or "written" shall include communications by telex, e-mail, telegram, facsimile (fax) and letter.

(k) If any provision in Clause 1.1 is a substantive provision conferring a right or imposing an obligation on any Party, effect shall be given to it as if it were a substantive provision in the body of the Contract.

(l) The Schedules shall form an integral part of the Contract and shall be in full force and effect as though they were expressly set out in the body of the Contract.

(m) Where the day on or by which any thing is to be done is not a Business Day or a Working Day, as the case may be, that thing must be done on or by the immediately occurring next Business Day or Working Day, as the case may be.

(n) The rule of construction, if any, that a contract should be interpreted against the party responsible for the drafting and the preparation thereof, shall not apply to the Contract.

(o) No verbal agreement, assurance, representation or understanding given by any employee or officer of EIL or so understood by the Contractor, whether given or understood before or after the execution of the Contract, shall bind EIL or alter the Contract documents unless specifically given in writing and signed by the Engineer-in-Charge/ EIL and the Contractor's authorised representative as an agreed variation and amendment of the relative term(s) in the Contract.

(p) Subject to Clause 2 below, All documents forming part of the Contract are to be read together as a whole and are to be taken as mutually explanatory.

## 2 CONTRACT

2.1 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer-in-Charge shall issue necessary clarifications or instructions to the Contractor, and the order of precedence of the documents shall be as follows:

(a) Contract Agreement

(b) Detailed Letter of Acceptance along with its enclosures

(c) Letter of Award / Fax of Acceptance

(d) Job Specifications

(e) Drawings

(f) Technical Specifications

(g) Special Conditions of Contract

(h) Instruction to Bidders

(i) General Conditions of Contract

(j) Other Documents

## 3 COMMUNICATION

3.1 No verbal agreement, assurance, representation or understanding given by any employee or officer of EIL or so understood by the Contractor, whether given or understood before or after the execution of the Contract shall bind EIL or alter the Contract unless specifically given in writing.

3.2 Any consent, approval, authorization, certificate, report, information, notice or request from or by any Party or the Engineer-in-Charge shall be effective and valid only when made in writing under the hand of a duly authorized representative of such Party or the Engineer-in-Charge, as the case may be, and delivered by hand against receipt, sent by the recognized courier, registered mail or transmitted by facsimile transmission, e-mail to the address for the recipient's communication as stated in Clause 3.3 below. In case any notice is delivered by registered mail and/or courier, it shall be deemed to be duly served within forty eight (48) hours after posting and a notice or demand sent by facsimile, e-mail shall be deemed to have been served at the time of its transmission and in proving service of the same, it will be sufficient to prove, in the case of a letter, that such letter was sent by registered airmail, addressed and placed in the post and in the case of a facsimile transmission, e-mail that such facsimile/ e-mail was duly transmitted to a current facsimile number/ e-mail of the addressee at the address referred above.

3.3 Any contractual notice, instruction, decision, order, report, certificate or other communication that is to be exchanged between the Parties shall be served by sending the same by e-mail or facsimile transmission, with a confirmation copy by courier or registered post to the following addresses:

If to EIL:

Address: [■]
Attention: [■]
e-mail: [■]
Fax: [■]

If to the Contractor:

Address: [■]
Attention: [■]
e-mail: [■]
Fax: [■]

If to the Engineer-in-Charge

Address: [■]
Attention: [■]
e-mail: [■]
Fax: [■]

3.4 Any change in the address for communication shall be duly notified by EIL and/or the Contractor to the other Party in accordance with the provisions of this Clause 3.

## 4 STAMP DUTY

Stamp duties, registration fees (if any) and any related charges payable under the Applicable Laws in relation to the Contract shall be borne by the Contractor.

## 5 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

5.1 Both Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without prior consent of EIL.

5.2 The Contractor shall treat the Confidential Information as private and confidential, save in so far as may be necessary for the fulfilment of its obligations under the Contract, and shall not use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Subcontractors or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with the Confidential Information, without prior consent in writing of EIL. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of EIL, whose award shall be final.

Without limiting the generality of the foregoing paragraph:

(a) the Contractor shall take all practicable steps to ensure that no photographs, drawings or other image of the Site or of the Works or any part thereof or any property of EIL or any physical or virtual model thereof, are taken or made, except as may be expressly



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directed or Approved beforehand in writing by EIL;

(b) the Contractor shall not in regard to anything concerning the Works publish any information, drawing or photograph and shall not give interviews to or comment to the press or to any person associated with the news media or take part in radio or television schedules except with the express prior written consent of EIL and subject to such conditions as it may prescribe;

(c) the Contractor shall not use any part of the Site for the purpose of any advertisement, except by way of notice boards approved (as to location, number and content) by EIL; and

(d) the Contractor shall use its reasonable endeavours to procure that its servants and agents comply with this sub-Clause.

5.3 The Contractor shall procure that each and every Subcontractor shall contain confidentiality undertakings on the part of the Subcontractor in substantially similar terms to those entered into by the Contractor, and shall use all reasonable endeavours to enforce them.

5.4 In the event that the Contractor is lawfully required or requested by order of any competent Authority to disclose any Confidential Information, then the Contractor shall, to the extent permitted by the Applicable Laws, prior to disclosure immediately notify EIL so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Contractor may disclose to the competent Authority that portion of the Confidential Information which it is legally required to disclose and shall use all reasonable endeavours to obtain assurances that confidential treatment will be accorded to any Confidential Information so disclosed.

5.5 The Contractor agrees that, upon request at any time by EIL, the Contractor shall promptly, but in any event within 5 (five) days of receipt of written notification from EIL:

(a) return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained in software or on computer disc) furnished to the Contractor, together with all copies or extracts thereof; and

(b) destroy all analysis, compilations, studies or other documents which have been prepared upon or reflect in any way the Confidential Information.

5.6 The provisions of this Clause 5 shall survive the expiration or termination of the Contract.

## 6 COMPLIANCE WITH APPLICABLE LAWS

6.1. The Contractor shall, in performing the Contract, comply with all Applicable Laws.

6.2. Without prejudice to the foregoing, the Contractor shall be responsible for bearing all registration and statutory inspection fees payable under any Applicable Laws in respect of the Works executed or completed pursuant to the Contract. If the Contractor defaults in complying with the Applicable Laws, the Contractor shall, at its own risk and Cost, bear any and all additional fees, fines, penalties or charges. However, EIL shall make reasonable efforts to assist

the Contractor in rectifying any such default under Applicable Laws upon the Contractor's specific request, including any specific request to issue letters to the relevant Authorities on behalf of the Contractor.

6.3. The Contractor shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from EIL or seek any extension of the Time for Completion due to its ignorance of any Applicable Law. This Clause 6.3 shall not however restrict the right of the Contractor to claim increase in cost due to Change in Law in accordance with the provisions of Clause 25.

## 7 BACKGROUND INFORMATION

7.1. Should there be any doubt or ambiguity in the interpretation of the Contract or contradiction in the various documents that comprise the Contract or should there be any discernable error or omission in any document comprising the Contract, the Contractor shall, prior to commencing the Work likely to be affected by such ambiguity, error or omission, apply in writing to the Engineer-in-Charge for resolving the ambiguity or rectifying the error, as the case may be. If the Contractor fails to apply to the Engineer-in-Charge prior to commencing the relevant Work, the Contractor shall perform such Work at its own risk and if the Work are at variance with the requirements of the Contract, then such Work shall be deemed to Defective Work and the provisions of Clause 9.16 shall apply.

7.2. The decision of the Engineer-in-Charge on any application under Clause 7.1 shall be in writing and shall be final and binding on the Contractor and shall form part of the Contract.

7.3. The Parties agree that any ambiguity, discrepancy, inconsistency, divergence, impracticality or omission as aforesaid shall not vitiate the Contract.

7.4. As soon as possible following a request from the Engineer-in-Charge to do so, the Contractor shall provide such reasonable information as the Engineer-in-Charge may request to assist it in resolving the ambiguity or rectifying the error, including if so requested, the Contractor's proposals for overcoming the ambiguity, discrepancy, inconsistency, divergence, impracticality or omission (as the case may be) but the Engineer-in-Charge shall not be obliged to adopt or instruct the same.

7.5. The Contractor is required to make all necessary inquiries and fully acquaint himself with all Background Information, and the Contractor acknowledges that any failure to acquaint itself with the Background Information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing its obligations under the Contract and EIL shall have no responsibility to the Contractor (whether in contract, tort, for breach of statutory duty or howsoever other arising) for or in relation to such Background Information whether as to its accuracy, adequacy, sufficiency or completeness.

## 8 GENERAL OBLIGATIONS OF EIL

### 8.1 Access to and Possession of the Site

8.1.1 EIL shall provide access the Site to the Contractor for the execution of the Works. In the event of delay in transfer of the Site by EIL to the Contractor, for reasons not attributable to the Contractor, the Contractor shall only be entitled to a reasonable extension of the Time for



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Completion pursuant to Clause 14. The Contractor shall take all necessary precautions to ensure that no damage is caused to any building or establishment within the Site. The Contractor shall be liable for any loss suffered by EIL on account of damage to the Site or any building or establishment within the Site. The Contractor shall ensure that day to day activities of EIL are not hampered because of Works executed by the Contractor. The Contractor shall ensure that until the issuance of the Completion Certificate (EIL shall start operations from COD upon completion of the Trial Operations), in accordance with Clause 17 by EIL, EIL's Personnel, their representatives and assignees shall have the right to visit the Site at any time and inspect or audit the Contractor's books and records relating to the execution and completion of the Works.

8.1.2 Without prejudice to Clause 8.1.1 above, the Contractor agrees that the Site will be handed over to the Contractor in stages with a view that the Contractor shall plan the Works in a manner so as to achieve Completion in a sequential manner, without affecting the Time for Completion and without starting all the Works at the same time. To this end, within 28 (twenty eight) Working Days from the Effective Date, the Contractor shall finalize, in agreement with the Engineer-in-Charge, sequential requirement of the Site, taking into account the other works concurrently being undertaken by EIL at or about the Site or on the performance of which depends the Contractor's performance of the Works.

**8.2 Permits, Licenses or Approvals**

Without prejudice to the obligations of the Contractor, contained in the Contract, if requested by the Contractor, EIL shall use its reasonable endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings, in India that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, may require, as the case may be, pursuant to Applicable Law in India.

**8.3 EIL's Personnel**

Without prejudice to the obligations of the Contractor under the Contract**,** EIL shall be responsible for ensuring that EIL's Personnel:

(a) co-operate with the Contractor's and the Contractor's Personnel; and

(b) take actions similar to those which the Contractor is required to take under Clause 9.16, on the Site, in respect of any other works undertaken by EIL at the Site..

**8.4 Engineer-in-Charge**

EIL shall appoint the Engineer-in-Charge to act on behalf of EIL in connection with the Contract. The Engineer-in-Charge shall have the powers and duties specified in the Contract. The Engineer-in-Charge shall have no authority to amend the Contract or to relieve either Party of any of its duties, obligations or responsibilities under the Contract, unless expressly authorised by EIL by way of a notice to the Contractor.



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# 9 GENERAL OBLIGATIONS OF CONTRACTOR

## 9.1 General Obligations

9.1.1 The Contractor shall execute the Works, as described in greater details in the Specifications, in accordance with the Contract, the Specifications, the Safety Code and Applicable Laws. The Works shall be fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Specifications, or as implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which are necessary for stability, completion or the safe, reliable and efficient operation of the Facility.

9.1.2 The Contractor agrees and acknowledges that at any time after acceptance of the Bid, EIL shall have the right to add, amend or delete any item of the Works in the overall interest of the Project. Further, EIL shall have the right to split the scope of Works under this Contract between two or more contractors without assigning any reasons thereof.

9.1.3 The Contractor shall execute the Works in accordance with the Works Completion Schedule and shall complete each Stage within the relevant Key Date and the entire Works within the Time for Completion and for this purpose the Contractor shall provide such necessary resources, Goods and Materials, Plant and Contractor's Personnel having the requisite experience for the purposes stated in the Contract.

9.1.4 The Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under the Contract at its own risk, Cost and expense. EIL shall have no obligation or responsibility whatsoever with respect to the Completion of the Works or the fulfillment of other obligations of the Contractor under the Contract, except as expressly provided in the Contract.

9.1.5 The Contractor shall provide all superintendence, Goods and Materials and Contractor's Equipment and all other things, whether of a temporary or permanent nature, required for the execution of the Works.

9.1.6 Wherever applicable, the Contractor shall submit within 56(fifty six) days from the Effective Date, a detailed Bill of Quantities, specifying the materials which, on a preliminary determination made by the Contractor, will be required for incorporation in the Permanent Work. Each item entered in the Bill of Quantities shall be priced, to the extent possible, in conformity with the details given the Bid. EIL shall review or cause to be reviewed the adequacy, sufficiency, validity and/or suitability of the materials listed in the Bill of Quantities and of the prices indicated in the Bill of Quantities in this regard. Such review shall be performed in conjunction with design, engineering and other technical reviews to be done by EIL and all provisions applicable to review of critical drawings and designs shall be applicable to the review of the Bill of Quantities. However, no such review or Approval of the priced Bill of Quantities by EIL shall absolve the Contractor of its obligation to supply all Goods and Materials required to be incorporated in the Permanent Work, within the price quoted for such Goods and Materials in the Price Schedule.

9.1.7 The Contractor shall supply all materials, works, labour and other services, which although not specifically mentioned in the Contract:



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(a) can be reasonably inferred from and is necessary for the execution of the Works, in accordance with Good Industry Practice, including where the Contract describes any portion of the Works in general terms but not in complete detail; or

(b) that are necessary in order for the Contractor to cause the Facility to satisfy the Guaranteed Performance Levels and the warranties set forth in the Contract or as otherwise necessary in order to meet the purposes for which the Facility is being developed,

as if such superintendence, materials, works, labour and other services were expressly mentioned in the Contract. The performance of such obligations by the Contractor shall not be construed as a Variation and the Contractor shall not be entitled to any revision of the Contract Price or extension of the Time for Completion.

9.1.8 The Contractor shall take full responsibility for the methods of construction, adequacy, stability and safety of the operations carried out at the Site relating the execution of the Works, all Contractor's Documents, Goods and Materials, Contractor's Equipment, irrespective of any Approval or consent by the Engineer-in-Charge.

9.1.9 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 Engineer-in-Charge, 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.

9.1.10 The Contractor shall use proven and reliable technologies, configurations and architecture and exercise strict professional standards of skill, care and diligence, adhered to by experienced and competent contractors specializing in performing services of the same type and magnitude.

9.1.11 Within 30 (thirty) days of the Effective Date, the Contractor shall, to the extent necessary, register itself and the Contract, at its own Cost, with Reserve Bank of India, Income Tax Authorities, Sales Tax Authorities, Excise Authorities and other relevant statutory Authorities and provide copies of all documents related to such registrations to EIL for record.

9.1.12 Notwithstanding anything contained herein, the Contractor shall obtain and maintain all permits, licenses and approvals required for the execution of the Works as per Applicable Laws.

9.1.13 (a) If there is any doubt or ambiguity in the interpretation of the Contract or error, omission or contradiction therein or any of them, the Contractor shall prior to commencing the relative work, apply in writing to the Engineer-in-Charge for his decision in resolution of the doubt, ambiguity, contradiction or correction of the error or omission, as the case may be. Should the Contractor fail to apply to the Engineer-in-Charge for his decision, as aforesaid, prior to commencing the relative Work, the Contractor shall perform the said work at his own risks, and the provisions of Clause 9.1.13 (b) hereof shall apply to any such Work performed by the Contractor.

(b) In the event of the Contractor having already performed or executed any Work at variance with the decision of the Engineer-in-Charge as aforesaid, then, notwithstanding payment in respect of such Work having made to the Contractor, such Work shall be deemed to be Defective Work and the relevant provisions hereof and

associated Clauses thereunder shall apply thereto.

9.1.14 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Specifications and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper execution of the Works.

9.1.15 The Contractor shall take all steps to cause minimum disturbance of vehicular traffic and other movement of the public, on or in the vicinity of the Site.

9.1.16 Without prejudice to the provisions of the Contract and notwithstanding any testing or certification pursuant to this Contract, EIL shall at any time during the subsistence of this Contract, have the right (but not the obligation) to reject any part of the Works, the Plant, the Goods and Materials, or the Contractor's Equipment, which is found not to be in compliance with the requirements of this Contract including, the Specifications.

9.1.17 In such a situation, EIL may instruct the Contractor to:

(a) remove from the Site and replace the rejected Plant, Goods and Materials or Contractor's Equipment or re-instate the Works; or

(b) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise,

in accordance with the requirements of this Contract, the cost of which shall be to the sole account of the Contractor. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is of the nature specified under paragraph (b).

9.1.18 If the Contractor fails to proceed with the repair or replacement of the rejected item of the Works or the Contractor's Equipment within reasonable time, EIL may, by contract with third Persons or otherwise, repair or replace such part of the Works and/or terminate this Contract pursuant to Clause 32.2 and the Contractor shall be liable to reimburse EIL upon demand for all costs and damages incurred by EIL relating to such repair or replacement by a third party.

9.1.19 If EIL requires the Works, Goods and Materials, Contractor's Equipment or workmanship to be retested after such remedy of the Defect therein or replacement, the tests required to be conducted under this Contract and as instructed by EIL shall be repeated under the same terms and conditions. If the rejection and retesting cause EIL to incur additional costs, the Contractor shall pay these costs to EIL.

9.1.20 The Contractor shall provide, comply with and require and ensure that its Subcontractors also provide and comply with such documentation/information or any other support as may be requested by EIL from time to time as may reasonably be deemed fit by EIL for meeting its obligation under any Applicable Laws for the time being in force or in relation to the said Works, as also matters including but not limited to exemptions, concessions etc as may be availed, sought to be availed by EIL.

9.1.21 The Contractor shall furnish to EIL, promptly upon request, such information concerning the Contractor, its Subcontractors and their respective employees or the Works as EIL may be required to furnish to any competent Authority for the procurement of any licences, permits or approvals mentioned in Clause 8.2.

9.1.22 To the extent possible, the information regarding existing structures/ overhead lines, existing pipelines and utilities are already indicated on alignment sheets forming part of the Background Information. However, the Contractor may encounter other structures/ pipelines/ optical fiber cables etc. that may not be appearing on alignment sheets, for which, the Contractor is required to collect information on his own before commencing the Work. The Contractor shall execute the Works in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified EIL from and against any destruction thereof or damages thereto.

**9.2 Contractor's Representative**

9.2.1 The Contractor shall, within 30 (thirty) days of the Effective Date, appoint the Contractor's Representative with the prior written Approval of EIL (and such Approval shall not be unreasonably withheld) and vest in him the authority to act on behalf of the Contractor for all purposes of the Contract. If the consent is withheld or subsequently revoked, or if the appointed person fails to act as the Contractor's Representative, the Contractor shall submit the name and particulars of another suitable person for such appointment.

9.2.2 The Contractor shall not, without the prior consent of EIL, revoke the appointment of the Contractor's Representative or appoint a replacement.

9.2.3 The Contractor's Representative shall coordinate all matters relating to the Contract with EIL, receive all instructions from Engineer-in-Charge and shall devote substantially all of his time to the performance of the Contractor's obligations under the Contract.

**9.3 Mobilisation**

9.3.1 The Contractor shall be responsible for Mobilisation including, setting up of offices at the Site with infrastructure facilities such as power, water, communication, conveyance etc., procuring an adequate strength of skilled, semi-skilled and unskilled workers, who, with such infrastructure facilities shall be in a position to commence and execute the Works. The Contractor shall carry out the Mobilisation in accordance with the agreed quality standards and Applicable Laws.

9.3.2 The Contractor shall complete Mobilisation in accordance with the terms of the Contract within the Time for Mobilisation, which is 21 days from the Effective Date.

**9.4 Security**

9.4.1 **Mobilization Advance Guarantee**

(a) The Contractor shall furnish the Mobilization Advance Guarantee for a sum equal to 10% (ten percent) of 110% (one hundred and ten percent) of the Contract Price, to cover the Mobilization Advance to be received by the Contractor under the Contract from and Indian nationalized / scheduled bank / Indian branch of an international bank acceptable



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to EIL, in the form set out at Appendix 2 (Form of Mobilization Advance Guarantee). The Mobilization Advance Guarantee shall have a claim period of 90 (ninety) days beyond validity.

(b) The mobilization advance guarantee shall remain valid until the earlier of the following:
i) Upto the date when the mobilization advance has been fully recovered; or
ii) Upto the date of Final Completion;

(c) If the Mobilization Advance Guarantee is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Engineer-in-Charge and obtain within 7 (seven) days a replacement Mobilization Advance Guarantee in the form appearing in Appendix 2 (Form of Mobilization Advance Guarantee).

(d) EIL shall have an unqualified option under the Mobilization Advance Guarantee to draw on the guarantee and claim the amount there under in the event of the inadequate adjustment of the Mobilization Advance in accordance with Clause 23.1.3.

(e) The provision, maintenance or renewal, as the case may be, of the Mobilization Advance Guarantee by the Contractor in accordance with the terms of the Contract shall be a condition precedent to any payment by EIL to the Contractor.

(f) If the Contractor fails to provide, maintain or renew the Mobilization Advance Guarantee in accordance with the Contract, then EIL may, without prejudice to any other rights and remedies to which it may be entitled, by written notice forthwith terminate the Contract.

(g) The Contractor agrees and acknowledges that EIL shall be entitled to assign the Mobilization Advance Guarantee in favour of any party to whom this Contract may be assigned by EIL.

(h) EIL shall endeavour to release the Mobilization Advance Guarantee to the Contractor, within 30 days after total recovery of the Mobilization Advance, including any interest/ charges, as applicable, on request of Contractor.

9.4.2 **Contract Performance Bank Guarantee**

(a) Within fifteen (15) days of the Effective Date, the Contractor shall furnish to EIL, the Contract Performance Bank Guarantee from any Indian Nationalized / Scheduled Bank / Indian branch of an International Bank acceptable to EIL for an amount equivalent to 10% (ten percent) of the awarded Contract Price in types and proportions of currencies in which the Contract Price is payable in accordance with the Contract. The Contractor shall procure the Contract Performance Bank Guarantee in the form set out in Appendix 1 (Form of Contract Performance Bank Guarantee). The Contractor shall maintain the Contract Performance Bank Guarantee at its own expense, and shall ensure it shall remain valid for a period of not less than 3 (three) months after the expiry of the Extended Defects Liability Period. The Contract Performance Bank Guarantee shall be extended by such period as EIL may require if the Completion is delayed beyond the Time for Completion and/or the Final Completion is delayed beyond the scheduled date of Final Completion and any extension thereof as per directions of the Engineer-in-Charge. In the event that the Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Contract Performance Bank Guarantee

shall be increased proportionately by the Contractor within 7 (seven) Business Days to ensure that it remains an amount which is equivalent to 10% of the revised Contract Price, as determined by the Engineer-in-Charge.

(b) EIL shall have an unqualified option under the Contract Performance Bank Guarantee to draw on the security and claim the amount there under in the event of the Contractor's failure to honor any of its obligations, responsibilities or commitments under the Contract or in respect of any amount due from the Contractor to EIL. Provided however that, nothing stated under this Clause shall make it incumbent upon EIL to utilize the Contract Performance Bank Guarantee in preference to any other remedy which EIL may have, nor shall it be construed as confining the claims of EIL against the Contractor to the value of the Contract Performance Bank Guarantee.

(c) If the Contract Performance Bank Guarantee is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Engineer-in-Charge and obtain within 7 (seven) days a replacement Contract Performance Bank Guarantee in the form appearing in Schedule 1 (Form of Contract Performance Bank Guarantee).

(d) Without prejudice to the obligation of the Contractor under sub-clause (a) above, not later than 30 (thirty) Business Days before the expiry of the Contract Performance Bank Guarantee, the Contractor shall, upon request of the Engineer-in-Charge obtain extension of the validity of such Contract Performance Bank Guarantee for the period stated in such request by the Engineer-in-Charge and provide a copy of such renewed security. If the Contractor fails to extend the Contract Performance Bank Guarantee, EIL shall be entitled to receive the un-drawn amount there under pending the completion of the Works, provided that the amount so received shall be treated as a cash retention and to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Contract Performance Bank Guarantee acceptable to EIL.

(e) The Contract Performance Bank Guarantee shall be returned to the Contractor after 3 (three) months from the expiry of Extended Defect Liability Period.

(f) If the Contractor fails to provide, maintain or renew the Contract Performance Bank Guarantee in accordance with the Contract, then EIL may, without prejudice to any other rights and remedies to which it may be entitled, by written notice terminate the Contract forthwith.

(g) The Contractor agrees and acknowledges that EIL shall be entitled to assign the Contract Performance Bank Guarantee in favour of any party to whom this Contract may be assigned.

**9.5 Site Data**

9.5.1 EIL has made available to the Contractor all the relevant data in EIL's possession on hydrological and subsurface conditions relating to the Site. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by Engineer-in-Charge is not warranted and the Contractor shall be solely responsible for the consequences of its interpretation of all such data/studies/reports. The Contractor shall conduct further investigations considered necessary by it at its own Cost and any error or discrepancies, if found in the data made available by EIL at any stage shall not constitute ground for extension of the Time for Completion or any monetary claim.

9.5.2 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the execution of the Works.

9.5.3 The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the studies/reports/data mentioned in Clause 9.5.1 above and other available information with respect to the viability of its design and the execution of Works and satisfied itself by careful examination before submitting its Bid, as to all the relevant matters including:

(a) The form and nature of the Site, including the surface strata, sub-soil, sub-surface conditions, local conditions;

(b) The hydrological and climatic conditions;

(c) The extent, nature and magnitude of the Work, availability of the Plant and Goods and Materials necessary for the execution of the Works and remedying any defects;

(d) Applicable Laws;

(e) The Contractor's requirement for access, accommodation, facilities, personnel, supply of power and water, availability of labour, transport and other services;

(f) The risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk;

(g) The state of traffic both of passengers and vehicles on, along and adjacent to the Site at all times of the day, during various seasons, festivals, etc.; and

(h) The suitability of any building, structure, foundation or means of access to the Site to be provided by EIL for reception, movement, commissioning and maintenance of the Works within the time or times indicated in the Works Programme.

9.5.4 The Contractor now hereby agrees that the Contractor shall not be relieved from any risks or obligations imposed on or undertaken by it in relation to the Works on the grounds of any misunderstanding or misapprehension in respect of the matters referred to in paragraphs (a) to (h) above or on the ground that it did not or could not reasonably have been expected to foresee any such matter stated above which may, in fact, affect or have affected the Completion of the Works and remedying of any Defects therein or the meeting of its obligations in respect of the Works under the Contract.

9.5.5 The Site shall be handed over to the Contractor free from any encroachment and the Contractor shall satisfy itself to such effect prior to taking over the Site for the execution of the Works. It is clarified for the avoidance of doubt that after handing over of the possession of the Site or part of the Site, it shall be the sole obligation of the Contractor to ensure that the Site or part of the Site handed over remains free from any encroachment or squatters and the Contractor shall take all necessary steps at its Cost and expense to give effect to its obligations under this Clause.

**9.6 Access Routes**

9.6.1 The Contractor shall be deemed to have satisfied itself as to the suitability and availability of the access routes to the Site. The Contractor shall be responsible for the maintenance of such access routes. The contractor shall construct, if necessary, at his own cost and initiative, temporary access road to site from main public feeder roads. The Contractor shall provide at its own Cost, signs or directions which it may consider necessary or as instructed by the Engineer-in-Charge for the guidance of its employees, labourers, representatives and others. Upon the request of the Contractor and at the risk and Cost of the Contractor, EIL may assist the Contractor to obtain any permission, concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.

9.6.2 EIL shall not be responsible for any claims which may arise from the use or otherwise of any access route. EIL does not guarantee the suitability or availability of any particular access route, and shall not be liable to any claim for any non-suitability or non-availability for continuous use during the execution of the Works of any such route.

9.6.3 All transport operations for the execution of the Works shall be carried out as stipulated in the Specifications. The Contractor shall indemnify EIL in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

9.6.4 The Contractor shall take all reasonable measures to ensure that the transportation of the Contractor's Personnel, Goods and Materials or Contractor's Equipment do not interfere with local traffic in the vicinity of the Site.

**9.7 Rights of Way and Facilities**

EIL shall provide a non-exclusive right of way for access to the Site. The Contractor shall bear all Costs and charges for special or temporary rights of way which it may require including those for access to the Site. The Contractor shall also obtain, at its risk and Cost, any additional facility outside the Site which it may require for the purpose of the execution of Works. EIL reserves the right to make use of these service roads/rights of way for itself working in the area, as and when necessary without any payment to the Contractor.

**9.8 Sufficiency of Contract Price**

9.8.1 The Contractor in fixing the rates/prices specified in the Price Schedule shall be deemed to have independently obtained all information necessary for the purpose of preparing the Bid and executing the Works and to have satisfied itself as to the correctness and sufficiency of the Bid and the Contract Price. Any error in description of the quantity or quality of the Works or omission of any item of work shall not vitiate the Contract or release the Contractor from its obligation to perform the Works at the prices specified in the Price Schedule and the Contractor shall be deemed to have known the scope, nature and magnitude of the Works and the materials, equipment and labour required for executing the Works.

9.8.2 Unless otherwise stated in the Contract, the Contract Price and the rates and prices stated in Contract shall, except as otherwise provided for in the Contract, cover all its obligations under and in relation to the Contract, including the obligation to supply Contract Spares; and all matters and all things necessary for the proper execution of the Works. The Contract Price shall not be adjusted save as expressly provided in the Contract, and includes any and all direct,



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indirect and ancillary charges and costs of whatsoever nature, all profit, all licenses, royalty and other fees, the cost of all spare parts required for the execution of the Works. The Contractor acknowledges and agrees that the Contractor shall be liable to arrange and obtain any and all licenses on Intellectual Property rights required to execute the Works and to perform the Contract, and that any fees associated with such licenses shall be included within the Contract Price and shall be the sole responsibility of the Contractor.

**9.9 Works Programme**

9.9.1 The Contractor shall submit a detailed Works Programme to the Engineer-in-Charge not later than 30 (thirty) days from the Effective Date. The Contractor shall also submit a revised Works Programme whenever the Engineer-in-Charge finds that the previous Works Programme is inconsistent with actual progress as provided in the Specifications/ scope of Work.

9.9.2 No alteration to the Works Programme, or to such arrangements and methods specified therein, shall be made without obtaining prior written consent of the Engineer-in-Charge. If the progress of the Works does not conform to the Works Programme, the Engineer-in-Charge may instruct the Contractor to revise the Works Programme, showing the modifications necessary to achieve Completion within the Time for Completion. The Contractor shall then follow the revised Works Programme at its own Cost.

9.9.3 The consent by the Engineer-in-Charge to the Works Programme shall not relieve the Contractor of any of its responsibilities or obligations under the Contract. If the Works Programme indicate that a Key Date has not, or shall not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date.

**9.10 Progress Reports**

9.10.1 The Contractor shall submit to the Engineer-in-Charge, by the end of each month, Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay.

9.10.2 The Contractor shall continue to submit the Monthly Progress Report until the end of the Extended Defects Liability Period. Each Monthly Progress Report shall include:

(a) An executive summary;

(b) Charts showing the status of the Works;

(c) For the execution of each main part of the Works, the extent of progress (percentage of the whole), the actual or expected dates of commencement, anticipated completion date of the Stage, inspections and Tests on Completion to be carried out by the Contractor;

(d) Records of manpower and Contractor's Equipment on the Site;

(e) Copies of quality assurance documents or reference thereto, test results and certificates;

(f) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects;

(g) Comparisons of actual progress against the planned progress, variance analysis and reasons for the variance and steps taken to mitigate the same, with details of any aspects which may jeopardize the Completion of the Works in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects;

(h) Inspection reports of regulatory authorities; and

(i) Status and details of Licenses/registrations/approvals/permits obtained/ required to be obtained under Applicable Laws.

9.10.3 The Contractor shall also submit to the Engineer-in-Charge such other reports as may reasonably be required by it or any relevant authority or public body.

9.10.4 The Contractor hereby acknowledges and accepts that any programme, Monthly Progress Report, schedule, plan, daily report or any other information to be submitted by it in accordance with this Clause shall not constitute the notices which it is required to give under any provision of the Contract.

**9.11 Packing and Forwarding**

9.11.1 Imported Supplies

(a) The Contractor shall, wherever applicable, after proper painting, pack and crate all materials for shipment in a manner suitable for export, in accordance with internationally accepted export practices and in such manner so as to protect the supplies from damage and deterioration in transit by road, rail and/or sea and during storage at Site. Without prejudice to any other liabilities or obligations of the Contractor, the Contractor shall be responsible for all damage to the supplies due to improper packing.

(b) The Contractor shall notify EIL and the Engineer-in-Charge of the date of each shipment from the port of loading as well as the expected day of arrival of such shipment at the designated port of arrival.

(c) The Contractor's notification shall give complete shipping details with regard to the weight, size and content of each package, along with any other information which EIL may require.

(d) The following documents shall be sent to EIL within [3 (three)] days from the date of dispatch of the shipment to EIL or any other person designated by EIL:

(i) Invoices (2 copies) or any other document of title evidencing sale in transit
(ii) Packing list (2 copies)
(iii) Test certificate (4 copies)
(iv) Insurance certificate (2 copies)
(v) Third party inspection certificate as per Quality Assurance Plan Approved by EIL/Engineer-in-Charge (2 copies).



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9.11.2 Domestic Supplies

(a) The Contractor shall, wherever applicable, after proper painting, pack and crate all materials for in such manner so as to protect the supplies from damage and deterioration in transit by road and/or rail and during storage at Site. Without prejudice to any other liabilities or obligations of the Contractor, the Contractor shall be responsible for all damage to the supplies due to improper packing.

(b) The Contractor shall notify EIL and the Engineer-in-Charge of the date of each shipment from the works, factory or warehouse and expected date of arrival at the Site.

(c) The Contractor's notification shall give complete shipping details with regard to the weight, size and content of each package, along with any other information which EIL may require.

(d) The following documents shall be sent to EIL within [3 (three)] days from the date of dispatch of the shipment to EIL or any other person designated by EIL:

(i) Invoices (2 copies) or any other document of title evidencing sale in transit
(ii) Packing list (2 copies)
(iii) Test certificate (4 copies)
(iv) Insurance certificate (2 copies)
(v) Third party inspection certificate as per approved Project Quality Plan/Quality Assurance Plan Approved by EIL/Engineer-in-Charge (2 copies).

**9.12 Contractor's Equipment**

9.12.1 All Contractor's Equipment and Temporary Works provided by the Contractor or any Subcontractor shall, when brought on to the Site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent, in writing, of the Engineer-in-Charge. Such consent shall not be unreasonably withheld or delayed by the Engineer-in-Charge.

9.12.2 (a) Upon Completion of the Works, the Contractor shall remove from Site, the entire Contractor's Equipment, Temporary Works and surplus materials as defined in sub-clause 9.12.2(b) below, as per the directions of the Engineer-in- Charge.

(b) Surplus materials

Surplus civil construction materials comprising sand, cement, bricks, stones, aggregates and the products of dismantling the Temporary Works erected by the Contractor shall vest in and belong to the Contractor upon Completion of the Works and/or earlier termination of the Contract for any cause. The Contractor shall have the right, subject to the other terms & conditions of the Contract, to remove the surplus civil construction material from the Site, subject to satisfactory proof of supply. No other surplus material will be allowed to be removed from the Site and shall be deemed to be the property of EIL and the same shall be transported properly to EIL's store or as directed by EIL. The Contract Price quoted by the Contractor shall be deemed to include the cost of all surplus materials which are deemed to be the property of EIL.



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9.12.3 EIL shall not at any time be liable for the loss or damage to any of the Contractor's Equipment, Temporary Works or materials brought on Site by the Contractor for execution of the Works.

9.12.4 The Contractor shall be responsible for obtaining physical clearance from the customs, if any required for constructional plant, materials and other things required for the execution of the Works.

9.12.5 The Contractor shall, upon written request by the Engineer-in-Charge, produce to the Engineer-in-Charge, all documents evidencing title to or the contractual arrangement giving the right to the Contractor to use the Contractor's Equipment. In the event of failure to comply with such request within 15 (fifteen) days, then without prejudice to any other rights, EIL shall be entitled to withhold the payments due to the Contractor under the Contract.

9.12.6 The Contractor shall be responsible for maintaining the Contractor's Equipment at the Site in a safe and reliable working condition.

9.12.7 The Contractor shall be liable for loss of or damage to any of the Contractor's Equipment or to any Persons, as a result of handling, storage or use of the Contractor's Equipment which may occur at any time during the execution of the Works or the remedying of Defects therein.

9.12.8 Notwithstanding anything contained to the contrary in any or all of the Clauses of this Contract, where any goods, materials or equipment for the execution of the Contract are procured with the assistance of any Authority either by issue from the Authority stocks or purchased under orders, permits or licenses issued by the Authority, the Contractor shall use such goods, materials or equipment economically and solely for the purpose of the Contract and shall not dispose of them without the prior written permission of EIL.

**9.13 Contractor's Documents**

9.13.1 The Contractor shall submit to EIL a detailed list of the Contractor's Documents to be submitted as well as a schedule for submissions of the Contractor's Documents (taking into account the requirement for Approval by EIL, the Engineer-in-Charge or any third party consultant appointed by EIL) within 3 (three) months from the Effective Date, which shall be subject to Approval by EIL.

EIL shall, within 21 (twenty one) Working Days of the date of submission of such schedule, either Approve the same or reasonably require amendments to such schedule by a written notice to the Contractor. Where EIL requires amendments to be made to the submission schedule, the Contractor shall make such changes and submit a fresh schedule for submissions. If EIL does not notify its refusal to Approve such schedule within 30 (thirty) Working Days of the receipt of such schedule, then it shall be deemed to be Approved by EIL. The latest revision of the Approved schedule for the submission of Contractor's Documents shall be the "**Submissions Schedule**" and shall form a Contract Document.

The Contractor shall comply with the Submissions Schedule for the purposes of submissions of the Contractor's Documents and shall, in any event, ensure the submission of the Contractor's Documents in relation to any element of the Works simultaneously with the performance of that element of the Works. Failure by the Contractor to do so shall entitle EIL to reject that element of the Works and the consequences thereof shall be borne by the Contractor at its own Cost.



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9.13.2 The Contractor's Documents shall be prepared in sufficient detail and shall satisfy all regulatory approvals. The Engineer-in-Charge shall have the right to inspect/review the preparation of the Contractor's Documents, wherever they are being prepared.

9.13.3 Each of the Contractor's Documents shall, when considered ready for use, be submitted to the Engineer-in-Charge for his review. Unless otherwise stated in the Specifications or elsewhere in the Contract, each review by the Engineer-in-Charge shall not exceed the Review Period.

9.13.4 If the Engineer-in-Charge during the Review Period, gives notice to the Contractor that a Contractor's Document fails (to the extent stated) to comply with the Specifications, it shall be rectified, resubmitted and reviewed (and if specified, Approved) by the Engineer-in-Charge, at the Contractor's Cost within such time as the Engineer-in-Charge may specify to the Contractor.

9.13.5 Design, procurement, construction, manufacture and/or installation of any part of the Works shall not commence prior to the expiry of the Review Period for Contractor's Documents which are relevant for the execution of such part of the Works.

9.13.6 If the Contractor wishes to modify any Contractor's Document which has previously been submitted for such pre-construction review, the Contractor shall immediately notify the Engineer-in-Charge, and based on the Engineer-in-Charge's Approval, shall subsequently submit revised Contractor's Documents to the Engineer-in-Charge in accordance with the procedure set out in Clause 9.13.1.

9.13.7 If the Engineer-in-Charge instructs that further Contractor's Documents are required to be submitted by the Contractor which is necessary for carrying out the Works, the Contractor shall promptly and at Contractor's Cost prepare such documents.

9.13.8 If any errors, omissions, ambiguities, inconsistencies, inadequacies and other defects are found in the Contractor's Documents at any time, then such errors, omissions, ambiguities, inadequacies or other defects shall be rectified by the Contractor at its own Cost and any Approval or consent or review by the Engineer-in-Charge, of the Contractor's Documents shall not relieve the Contractor from any obligations or responsibility under the Contract.

9.13.9 Notwithstanding anything contained in this Contract in relation to the Contractor's Documents, the Contractor shall be fully responsible for the adequacy of the Contractor's Documents for the execution of the Works, any failure of the Contractor to comply with the Contract, or otherwise, for any ambiguity, inconsistency, deficiency, lack of fitness for purpose, errors and/ or omissions in such Contractor's Documents.

9.13.10 The Contractor's Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Specifications, the Contractor shall provide 6 (six) copies of the Contractor's Documents along with a soft copy of the Contractor's Documents for the use of the Engineer-in-Charge and his assistants.

9.13.11 The Contractor shall keep on the Site, 1 (one) complete set of all relevant documents, including the Contract and all documents related to Variations, other communications given or issued from time to time under the Contract and all the Contractor's Documents Approved by the Engineer-in-Charge. EIL, the Engineer-in-Charge shall have the right to access these documents at all reasonable times.



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9.13.12 If a Party becomes aware of an error or Defect of a technical nature in the Drawings and Designs or in the Contractor's Documents or any other document which was prepared for use in executing the Works, such Party shall promptly give notice to the other Party of such error or Defect.

9.13.13 As-Built-Drawings: The Contractor shall prepare, and keep up to date, a complete set of "as-built records" of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets in accordance with Clause 10.5.

9.13.14 Test-Reports: After the Performance Tests have been conducted in respect of the Facility, the Contractor shall furnish the test reports to the Engineer-in-Charge for evaluation in accordance with Clause 16.2.

**9.14 Subcontractors**

9.14.1 The Contractor shall not subcontract the whole of the Works and unless otherwise specifically stated:

(a) The Contractor shall not be required to obtain consent for purchases of Goods and Materials which are in accordance with the Approved vendor list/ Approved makes specified in the Contract or for provisions of labour or for the subcontracts for which the Subcontractors are named in the Contract Agreement/ Contract;

(b) The prior consent of Engineer-in-Charge shall be obtained for subcontracting any part of the Works other than as specified under Clause 9.14.1(a) provided that the execution of the Works (or any part thereof) by petty contractors or on piece work basis under the supervision of the Contractor (or its representative) shall not be deemed to be Subcontracting under the Contract; and

(c) Not less than [30 (thirty)] days before the intended date of each Subcontractor commencing work, the Contractor shall notify the Engineer-in-Charge of such intention.

9.14.2 The Contractor shall be responsible for observance by all Subcontractors of any Applicable Laws and all the provisions of the Contract. The Contractor shall be entirely responsible for the acts or defaults of any Subcontractor, its representatives or employees, as if they were the acts, omissions or defaults of the Contractor, its representatives or employees and nothing contained in Clause 9.14.1(a) shall constitute a waiver of the Contractor's obligations under the Contract. The Contractor shall provide to the Engineer-in-Charge, certified true copies of all the executed Subcontracts containing complete terms and conditions, and annexures other than the price. The Contractor shall make timely payments to the Subcontractors and resolve all matters and differences with any Subcontractor speedily, without affecting the execution of the Works in any manner.

9.14.3 The terms and conditions of any Subcontract shall impose on the Subcontractor such terms and conditions of the Contract as are applicable and appropriate to the part of the Works to be executed by the Subcontractor, to enable the Contractor to comply with its obligations under the Contract.



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9.14.4 Notwithstanding any consent to the selection of the Subcontractor given by the Engineer-in-Charge, the Engineer-in-Charge shall have full power to order the Contractor to terminate any Subcontractor and substitute such Subcontractor with any other sub-contractor and the Contractor shall be bound to follow such order, provided that such order is provided in writing by Engineer-in-Charge, clearly specifying the reasons for such termination.

9.14.5 EIL shall, under no circumstances be liable to any Subcontractor and the Contractor shall indemnify and keep indemnified EIL against all liabilities, costs, claims and demands of whatsoever nature by any Subcontractors.

9.14.6 The Contractor shall be solely responsible for the payments to be made to the Subcontractors in accordance with their respective Subcontracts and ensure proper and uninterrupted execution of the Works. EIL shall not interfere in the day to day management of the Subcontract between the Contractor and its Subcontractor, but if any complaint is received by EIL (or Engineer-in-Charge) from any Subcontractor regarding non-payment or delay in payment by the Contractor to such Subcontractor, then EIL may, by a written notice, require the Contractor to resolve such complaint within a reasonable period (to be specified in the notice) and provide the details of the steps taken by the Contractor to resolve the complaint, to EIL. If the issue is not satisfactorily resolved and the details provided by the Contractor are not considered satisfactory, EIL may, at its sole discretion, make direct payment to the Subcontractor as per its claim and recover such payments from any payment due to the Contractor under the Contract.

**9.15 Setting Out**

9.15.1 The Contractor shall be responsible for:

(a) The accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer-in-Charge in writing;

(b) The correctness of position, levels, dimensions and alignments of all parts of the Works;

(c) The provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities; and

(d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works.

9.15.2 The Contractor shall first review, validate and undertake its own due diligence of EIL's alignment survey reports and fix the alignment of the Works, pier locations, maintaining vertical and horizontal clearances keeping in view the important Site references and obligatory locations, in consultation with the Engineer-in-Charge. The Contractor shall establish, at suitable points and at its own Cost, additional reference lines and benchmarks as may be necessary for the proper execution of the Works while ensuring, at all times, that the reference lines, points and benchmarks fixed by the Engineer-in-Charge are not disturbed and/ or damaged and the Contractor shall be liable to make good any damage thereto. The verification/ inspection of any setting out or of any line or level by the Engineer-in-Charge shall not in any way relieve the Contractor of its responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sigh-rails, pegs and other things used in setting out the works.

9.15.3 If at any time during the execution of the Works, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer-in-Charge, shall, at Contractor's Cost, rectify such error to the satisfaction of the Engineer-in-Charge.

**9.16 Safety of Works**

9.16.1 The Contractor shall throughout the execution of the Works:

(a) Take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on the Site and methods of manufacture, construction and transportation;

(b) Have full regard for the safety of all persons on or in the vicinity of the Site (including persons to whom access to the Site has been allowed by the Contractor), comply with the Safety Code, all relevant safety regulations, including provision of safety gear. Insofar as the Contractor is in occupation or otherwise is using areas of the Site, the Contractor shall keep the Site and the Works (so far as the same are not completed and occupied by EIL) in an orderly state appropriate for the avoidance of injury or accident to all persons on and in the vicinity of the Site and shall keep EIL indemnified against all costs, charges, losses and damages that may be suffered by EIL in any manner whatsoever as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works;

(c) Provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or as required by the Engineer-in-Charge or by any Applicable Laws or by any relevant Authority for the protection of the Works and for the safety and convenience of the public and all Persons on or in the vicinity of the Site;

(d) Where any part of the Works would otherwise be carried out in darkness, ensure that all parts of the Site where such part of the Works is being carried out are so lighted as to ensure the safety of all Persons on or in the vicinity of the Site and of such part of the Works;

(e) The Contractor shall ensure that its employees and the employees of the Subcontractors wear identification badges (cards), uniforms, helmets, safety shoes, gum boots and other safety/protection wear as directed by the Engineer-in-Charge, and to be provided by the Contractor.

9.16.2 The Contractor shall submit a detailed and comprehensive contract specific Site safety plan and system safety assurance plan in accordance with the Specifications.

9.16.3 The Engineer-in-Charge's consent or rejection of the safety plans and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to safety measures required to be undertaken or implemented in accordance with the Safety Code and shall not excuse any failure by the Contractor to adopt proper and recognized safety practices throughout the execution of the Works.

9.16.4 The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer-in-Charge or any other third party safety audit agency to carry out inspections to verify that the safety plans are being properly and fully implemented.

9.16.5 The Works, including materials to be used for execution of the Works shall be protected from exposure to and damage due to water.

9.16.6 The execution of the Works shall not be carried out in weather conditions that may adversely affect the execution of the Works or damage the Works (or any part thereof) unless proper protection is provided, to the satisfaction of the Engineer-in-Charge.

9.16.7 During the execution of the Works, storm restraint systems shall be provided by the Contractor where necessary to the satisfaction of the Engineer-in-Charge.

9.16.8 The Contractor shall ensure that the Execution of the Works is carried out in such manner that there is no damage to or interference with:

(a) watercourses and drainage systems on and in the vicinity of the Site;

(b) utility services on and in the vicinity of the Site;

(c) structures (including foundations), roads, street fixtures, etc. on and in the vicinity of the Site;

(d) public or private, vehicular or pedestrian access routes and roads on and in the vicinity of the Site; and

(e) monuments, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted for the execution of the Works. Heritage structures shall not be damaged or disfigured on any account. The Contractor shall inform the Engineer-in-Charge, as soon as practicable, of the structures or roads which are not stated in the Contract to be removed or diverted but which the Contractor considers necessary to be removed or diverted. The Contractor shall not remove or divert any such sructure or roads until the consent of the Engineer-in-Charge to such removal or diversion has been obtained.

## 9.17 Security of the Site

The Contractor shall be wholly responsible for security of the Site and the Works. Unless otherwise stated in the Contract:

(a) The Contractor shall be responsible for keeping unauthorized persons off the Site; and

(b) Authorized persons shall be limited to the employees, workmen or consultant or representative of the Contractor and its Subcontractor or persons authorized by the Engineer-in-Charge.

## 9.18 Contractor's Operations on Site and Clearance of Site

9.18.1 The Contractor shall confine his operations to the Site, and to any additional areas which may



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be obtained by the Contractor and agreed by EIL as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to restrain them from encroaching on adjacent land.

9.18.2 At all times during the execution of the Works, the Contractor shall keep the Site clean, safe, in a workmanlike condition and free from all unnecessary obstruction, and shall safely store or dispose of any Contractor's Equipment or surplus materials. 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 Engineer-in-Charge, unless required to be maintained at the Site as per the express instructions of Engineer-in-Charge.

9.18.3 Upon Completion of the Works, the Contractor shall leave the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods and Materials or Contractor's Equipment as are required for the Contractor to fulfil its obligations under the Contract.

9.18.4 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of performing the Works, the sand, clay, ballast, earth, rock or other substances or materials obtained from any excavation made for the purposes of the Works or any building or produce that was on the Site at the time of handing over of the Site to the Contractor and all such substances, materials, buildings and produce shall be the property of EIL, provided that the Contractor may use such substances, materials, buildings for the performing the Works with the prior permission of the Engineer-in-Charge at the rates determined by the Engineer-in-Charge.

**9.19 Quality Management System**

9.19.1 Unless otherwise agreed with EIL, the Contractor's proposed quality system shall fully satisfy all the elements of ISO 9001 – 2000 "Quality Management Systems Requirement". As evidence of compliance with ISO 9001 – 2000 "Quality Management Systems Requirement", the Contractor shall be required to submit either the current certificate of quality system registration with ISO 9001 or a recent compliance audit recommending registration from a Registrar acceptable to EIL. The quality management system developed by the Contractor shall provide for the planned and systematic control of all quality related activities for execution of the Works. Implementation of the quality management system shall be in accordance with the standard specification for quality management system provided with the Bidding Documents.

9.19.2 As a part of the quality management system to be developed and implemented by the Contractor, the Contractor shall prepare and submit the Project Quality Plan/ Quality Assurance Plan for the Engineer-in-Charge's review, comments (if any) and approval within 21 (twenty one) days after the Effective Date. The Engineer-in-Charge shall review the Project Quality Plan/Quality Assurance Plan and provide any comments to the Contractor within 21 (twenty one) Working Days after its receipt of such draft. Within 14 (fourteen) days after its receipt of the Engineer-in-Charge's comments, the Contractor shall implement such comments re-submit the Project Quality Plan/Quality Assurance Plan to the Engineer-in-Charge for Approval. This procedure shall be repeated until the Project Quality Plan/ Quality Assurance Plan is approved by the Engineer-in-Charge. Any compliance by the Contractor with the Engineer-in-Charge's comments shall neither constitute a Variation nor entitle the Contractor to any extension of the Time for Completion or increase in the Contract Price. No proposed change to the Project Quality Plan/ Quality Assurance Plan shall be effective unless the Engineer-in-Charge approves

of such proposed change. Notwithstanding any comments provided by the Engineer-in-Charge, the Contractor shall remain fully responsible for the Project Quality Plan/ Quality Assurance Plan, including rectifying all defects therein.

9.19.3 The Contractor shall follow and comply with the Approved Project Quality Plan/ Quality Assurance Plan and shall not amend it without the prior written consent of the Engineer-in-Charge. EIL may, at any time during performance of the Works, conduct a compliance audit with respect to the Project Quality Plan/ Quality Assurance Plan. If such audit demonstrates non-compliance with any aspect of the Quality Assurance Plan, EIL may notify the Contractor of such non-compliance and the Contractor shall promptly undertake appropriate remedial action, at Contractor's sole risk, Cost and expense.

**9.20 Fossils**

9.20.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Contractor and EIL, be deemed to be the absolute property of EIL. The Contractor shall take reasonable precautions to prevent the Contractor's Personnel or any other person from retaining or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint EIL with such discovery and carry out EIL's instructions for dealing with the same.

9.20.2 If, by reason of complying with EIL's instructions under Clause 9.20.1, the Contractor incurs any costs and/or any delay, then EIL shall, after following the procedure set forth at Clause 24, treat the same as a Variation.

**9.21 Land, Power, Water and Other Facilities**

The Contractor shall be responsible to provide within the scope of Work all facilities necessary for performance of the Works including (but not limited to) water (including water for hydrostatic testing, if any), power, transportation, handling and construction equipment, vehicles, vessels and any additional land at or about the Site required for the Contractor's field office(s), camps, godowns, workshops and residential accommodation for the Contractor's staff, quarry rights, borrow areas and access roads, to or about the Site and the Contractor's offices, camps, godown, workshops, accommodations, and Temporary Works and facilities whatsoever required for execution and Completion of the Works.

9.21.1 **Water**

9.21.1.1 Subject to availability, EIL may endeavour to provide water to the Contractor, at the cost specified in the Bidding Documents, for construction purposes at one point at the Site which is convenient to EIL. In such case, the Contractor shall, at its own Cost, provide for water meters approved by EIL/the Engineer-in-Charge for measurement of the quantity of water supplied to the Contractor for determination of payment due thereon to EIL. Such meters shall be in custody of EIL. The Contractor shall also provide at its own Cost and initiative other pipe net works etc. from source of supply to the Site and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works.

9.21.1.2 In the event of failure or defect of meters, water charges will be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards the existence of a defect or failure and as regards to the water consumed). The amount due to EIL in respect of the water supplied shall, without prejudice to any other mode of recovery available to EIL, be deductible from the Running Bills/Final Bill of the Contractor and/or any monies due or becoming due to the Contractor from time to time.

9.21.1.3 EIL may without notice or specifying any cause suspend or discontinue water supply to the Contractor and such suspension or discontinuation shall not entitle the Contractor to any compensation or damages or constitute a basis or ground for extension of the Time for Completion.

9.21.1.4 The Contractor shall forthwith on Completion of the Work or earlier determination of the Contract or during the execution of the Works, if so required by the Engineer-in Charge, on grounds of hindrance or obstruction caused thereby or other cause whatsoever at its own Cost and initiative remove or re-route, as the case may be, any installation, pipes and/or other equipment put up or erected by the Contractor for the transportation and/or distribution of water, and fill any trenches, ditches or other excavations done by the Contractor for the purpose thereof and restore the Site to the same condition in which it was prior to the installation.

9.21.2 **Power**

9.21.2.1 Subject to availability of power supply, EIL may, at its discretion provide for supply of power to the Contractor for execution of the Work from EIL's convenient & nearest substation, from which source the Contractor shall at his own Cost and initiative make arrangements for temporary distribution of power to Contractor' Works at the Site.

9.21.2.2 All arrangements for the distribution or power from source aforesaid and the work relative thereto shall be made, performed and/or installed in conformity with Indian Electricity Act and other Applicable Laws governing the supply and transmission, distribution of electricity and shall be subject to prior approval by the Engineer-in-Charge.

9.21.2.3 The Contractor shall, at his own Costs and initiative on Completion or prior determination of the Contract or otherwise during execution of the Work, if required by the Engineer-in-Charge because of hindrance caused thereby or for any other cause, forthwith remove or re-route the distribution lines, installations and/or works or part(s) thereof, as the case may be required to be removed or re-routed.

9.21.2.4 EIL shall recover from the Contractor for the power consumed by the Contractor from EIL's source(s) of supply the cost thereof to EIL as determined by EIL in this behalf form time to time. The amount due to EIL in respect of such power supplied shall, without prejudice to any other mode of recovery available to EIL, be deductible from the Running Bill/Final Bill(s) of the Contractor and/or any monies due or becoming due to the Contractor from time to time.

9.21.2.5 The Contractor shall provide at his own Cost suitable electric meters approved by the Engineer-in- Charge for measurement of the power units supplied to the Contractor for determination of the payment due thereon to EIL. Such meters shall be under the custody and control of EIL.



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9.21.2.6 In the event of failure or defect of meter(s), power charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards the existence of a defect or failure and as regards the power consumed).

9.21.2.7 EIL may at any time without notice and without specifying any cause, suspend or discontinue power supply as aforesaid to the Contractor, and such suspension or discontinuance shall not entitle the Contractor to any compensation or damages or constitute a basis for extension of Time for Completion.

9.21.2.8 Power supplied by EIL to the Contractor shall be entirely at the risks of Contractor as to the continuity and regularity of supply, maintenance of voltage and adequacy of load and frequency without any warranty by or liability to EIL in respect thereof and without entitlement to the Contractor to claim compensation from EIL on grounds of discontinuance, fluctuation of voltage or inadequacy of load or frequency or any other cause whatsoever.

9.21.3 **Land**

9.21.3.1 Land for Contractor's Field Office, Godown and Workshop

EIL may, at his own discretion and convenience and for the duration of the execution of the Works make available near the Site, land for construction of Contractor's temporary field office, godowns, workshops and assembly yard required for the execution of the Contract. The Contractor shall at his own Cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the Engineer-in-Charge. On Completion of the Works undertaken by the Contractor, it shall remove all Temporary Works erected by it 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 Cost of the Contractor remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the Site cleared as aforesaid; and Contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. The Engineer-in- Charge reserves the right to ask the Contractor any time during the pendency of the Contract to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged by EIL for the land so provided to and occupied by the Contractor, which may be deducted from the Running Bills/Final Bill of the Contractor or from any other amount due or that becomes due to the Contractor.

The Contractor shall put up temporary structures as required by it for their office, fabrication shop and construction stores only in the area allocated to them on the Site by EIL or his authorised representative. In addition, for uninterrupted fabrication work, the Contractor shall put up temporary covered structures at its Cost within area allocated to it within the Site by EIL or its authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any Contractor on the allotted land or complex area without written permission of EIL



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No unauthorised buildings, constructions or structures should be put up by the Contractor anywhere on the Site.

No person except for authorised watchman shall be allowed to stay on the Site, including on any area allotted to the Contractor pursuant to this Clause 9.21.3 after completion of the day's work without prior written permission from the Engineer-in-Charge.

9.21.3.2 Land for Residential Accommodation

No Land shall be made available for residential accommodation for staff and labour of Contractor.

**9.22 Access for the Engineer-in-Charge**

The Contractor shall allow the Engineer-in-Charge or its assistant or any other person authorized by the Engineer-in-Charge, access to the Site at all times, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Goods and Materials or Plant are being manufactured, fabricated, constructed and/or assembled for incorporation in the Facility, during usual working hours and beyond usual working hours, upon prior intimation. The Contractor shall ensure that the Subcontracts, if any, shall contain provisions entitling the Engineer-in-Charge or any person authorized by him to have such access.

**9.23 Contract Spares**

The Contractor shall procure and supply:

(a) all spare parts required during pre-commissioning and commissioning of the Facility and associated systems;

(b) all mandatory spares required for the Facility and specified in the Bidding Documents;

(c) all operation and maintenance spares, required during the Defects Liability Period

(collectively the "**Contract Spares**").

The Contract Price shall include the cost of procuring and supplying the Contract Spares, unless otherwise specified in the Contract.

**9.24 Avoidance of Damage**

9.24.1 While transporting any Plant, Goods and Material, Contractor's Equipment or any other equipment, the Contractor shall comply with Applicable Laws and take all steps necessary to ensure that roads, viaducts and bridges on any route leading to the Site, including access and link roads to the Site as well as any third party properties, are not damaged.

9.24.2 In case the transportation of any Plant, Goods and Material, Contractor's Equipment or other equipment by the Contractor is likely to cause damage to any road, viaduct or bridge on any route leading to the Site, including access and link roads to the Site and any third party property, it shall inform the concerned Authorities before transporting such Plant, Goods and



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Material, Contractor's Equipment or other equipment and obtain all necessary approvals and permits from the relevant Authorities as may be required, or give its proposal for strengthening such roads, viaducts or bridges. Any Cost incurred in this regard shall be borne by the Contractor.

9.24.3 The Contractor shall indemnify and keep EIL indemnified against all losses, damages and claims incurred by EIL due to any damage caused to any bridge or road or any other structure or street furniture leading to the Site, arising from the transportation of any Plant, Goods and Material, Contractor's Equipment or other equipment.

**9.25 Quality Control**

9.25.1 All Goods and Materials to be supplied under the Contract shall be constructed, and all Works shall be executed by the Contractor, in the manner set out in the Contract. Where the manner of manufacture, construction and the execution is not set out in the Contract, the Works shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non-hazardous materials, and in accordance with recognized and internationally accepted industrial standards and Good Industry Practice. The successful execution of the Works is the sole responsibility of the Contractor.

9.25.2 EIL shall be entitled at all times, at the risk of the Contractor, to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by Engineer-in-Charge and/or to direct the Contractor to inspect and/or test or to get inspected and/or tested, all materials, items and components, whatsoever supplied or proposed for supply for incorporation in the works, inclusive during the course of manufacture or fabrication by the Contractor and/or at the Contractor's or his sub-vendors' works or otherwise, of such material, item or component. The inspection and/or tests shall be conducted at the expense of the Contractor and may be directed by Engineer-in-charge to be conducted by authorized representatives of Engineer-in-charge or third party inspection agency(ies) appointed by EIL. EIL may also require that all the inspections and tests conducted by the Contractor at his works or his sub-vendors' works be carried out in the presence of authorized representatives of Engineer-in-charge/ third party inspection agency(ies) appointed by EIL. The Contractor shall provide Engineer-in-charge and/or their representatives/Agents every facility of assistance necessary for carrying out or witnessing, as the case may be the Test(s) / Inspection(s).

9.25.3 The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Goods and Materials and other things at the Site required for the successful execution of the Works.

9.25.4 The Contractor shall provide all documents and other information necessary for testing of the Goods and Materials and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

9.25.5 The Contractor shall agree with the Engineer-in-Charge, the time and place for the testing of any Goods and Materials and other parts of the Works as specified in the Contract.

9.25.6 If the Engineer-in-Charge does not attend at the time and place agreed, or if the Contractor and the Engineer-in-Charge agree that the Engineer-in-Charge shall not attend, the Contractor may proceed with the tests, unless the Engineer-in-Charge instructs the Contractor otherwise, such tests shall be deemed to have been made in Engineer-in-Charge's presence.

9.25.7 The Contractor shall promptly forward to the Engineer-in-Charge duly certified reports of the tests. If the Engineer-in-Charge has not attended the tests, he shall accept the readings as accurate, except where there is a manifest error.

9.25.8 If, as a result of inspection, examination or testing, any Goods and Materials is found to be defective or otherwise not in accordance with the Contract, the Engineer-in-Charge may reject the same within 15 (fifteen) Working Days of such inspection, examination or testing by giving notice to the Contractor with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item after rectification complies with the Contract.

9.25.9 If the Engineer-in-Charge requires such Goods and Materials to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting causes EIL to incur additional costs, such costs shall be recoverable from the Contractor by EIL, and may be deducted by EIL from any monies payable to the Contractor under the Contract.

9.25.10 The Contractor shall not be released from any of its liabilities or obligations under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer-in-Charge.

9.25.11 Subject to Clause 11.5, each item of the Goods and Materials shall become the property of EIL upon the earlier of: (i) delivery of such item to the Site; or (ii) payment for such item, either in part or full, by EIL. The Contractor shall however continue to bear the risk and responsibility in respect of such items which continue to remain in its possession until the date of issuance of the Completion Certificate.

**9.26 Covering up of Works**

9.26.1 No Works or part of the Works shall be covered up or put out of view, without the prior Approval of the Engineer-in-Charge or his assistant.

9.26.2 The Contractor shall provide full opportunity to the Engineer-in-Charge to examine part of the Works which is to be covered up and to examine foundations before the Permanent Works are executed at such place. The Contractor shall also give due notice to the Engineer-in-Charge, whenever any such work or foundation is ready for examination and the Engineer-in-Charge shall without unreasonable delay, examine and/or measure such work.

9.26.3 The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer-in-Charge may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer-in-Charge. If any such part or parts have been covered up, or put out of view and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by EIL, but if the Works are found to be defective, costs shall be borne by the Contractor.

9.26.4 In case after completion of a part of the Works, such part of the Works is not fully consistent with the Specifications and in the view of the Engineer-in-Charge cannot be changed or removed, then such part of the Works in its present condition (provided it has no implication on safety and operation) shall be accepted only after suitable reduction (as reasonably determined by the Engineer-in-Charge) has been made from the Contract Price.

**9.27 Samples**

The Contractor shall submit at its own Cost the following samples and relevant information to the Engineer-in-Charge for pre-construction and/or pre-manufacture review:

(a) Manufacturer's standard samples of Goods and Materials;

(b) Samples (if any) specified in the Specifications.

Each sample shall be labelled as to its origin and intended use in the Works.

**9.28 Records**

The Contractor shall from time to time maintain at the Site (in addition to any other records or registers required to be maintained by the Contractor under any Applicable Law) such records and registers with respect to the Works as the Engineer-in-Charge or EIL may require the Contractor to keep and/or maintain from time to time. The failure to maintain or submit any record or register required pursuant to this Clause 9.28 shall disentitle the Contractor from submitting any Running Bill pursuant to Clause 23.3 and shall constitute a breach of this Contract.

The review or acceptance of any record or register maintained by the Contractor pursuant to this Clause 9.28 shall be without prejudice to the rights and remedies of EIL and obligations and liabilities of the Contractor under this Contract and shall not otherwise operate as an estoppel against EIL by reason only of the fact that no notice of or objection to any information contained in any such record or register was taken.

**9.29 Free Issue Materials**

9.29.1 If EIL has undertaken in the Bidding Documents to procure and supply Free Issue Materials, the supply of Free Issue Materials to the Contractor shall be on the following terms and conditions:

(a) Deliveries shall be either from the storage of EIL or from the factory/storage of a supplier designated by EIL or from nearest suitable railhead or other point(s) of collection as may be determined by EIL taking into account the source(s) of supply of the Free Issue Materials.

(b) It shall be the responsibility of the Contractor at his own risks and Costs to take delivery of the Free Issue Materials from the stores, factory, railhead or other collection point, as the case may be, and to arrange for its loading, transportation to the Site and unloading at the Site or other place of storage. The Contractor shall in taking delivery ensure compliance with any conditions for delivery applicable to deliveries from EIL's or supplier's factory/stores or railways or other transporters concerned, and shall be exclusively responsible to pay and bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the Contractor in lifting the supplies and/or any failure by the Contractor to observe the conditions of supply as aforesaid, and shall keep EIL indemnified from and against all consequences thereof.



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(c) The Contractor shall inspect the Free Issue Materials supplied to it at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition thereof prior to taking delivery and EIL shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of the Free Issue Materials once the Contractor has taken delivery thereof.

(d) The Contractor shall on receiving and opening the packing cases or other packaging of Free Issue Materials on behalf of EIL, verify and tally the actual contents with the packing list and bring any discrepancies to the notice of the Engineer-in-Charge. The Contractor shall also sort out and segregate and hand over to EIL's stores, the instruction manuals, operation and maintenance manuals, special maintenance tools, erection spares, commissioning spares, and maintenance spares and other extras, if received with the main equipment. The erection spares may be got issued from EIL's stores if required, after getting authorization from the Engineer-in-Charge. The commissioning spares may be got issued from EIL's stores, if commissioning is included in the Contractor's scope.

(e) The Free Issue Materials supplied or procured by EIL shall be utilized by the Contractor only for incorporation in the Permanent Works and even so shall not unless specifically authorized by EIL in this behalf) be utilized for manufacturing any item(s) which can be obtained in finished form from standard manufactures.

(f) The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a detailed statement showing his requirement of the types and quantities of Free Issue Materials agreed to be supplied by EIL, indication of the time when relative types and quantities thereof shall be required by it for the Works so as to enable EIL to verify the quantities of Free Issue Materials specified by the Contractor and to enable EIL to make arrangements for the supply thereof.

(g) EIL shall not be responsible for any delay in the supply of any Free Issue Materials supplied or procured or agreed to be supplied or procured by EIL, and no such delay or failure shall anyway render EIL liable for any claim for damages or compensation by the Contractor notwithstanding that an increase in the time of performance of the contract be involved by virtue of such delay and notwithstanding any labour, machinery or equipment brought upon the Site by the Contractor for the performance of the Work being rendered idle by such delay or failure, provided that if such delay shall in the opinion of the Contractor, necessitate an extension of Time For Completion, the provisions of clause 14 hereof relating to extension of time and associated provisions thereof shall apply.

(h) The Contractor shall maintain a day to day account of all Free Issue Materials supplied to it by EIL indicating the daily receipt(s), consumption and balance(s) in hand of each Free Issue Material and category thereof. Such account shall be maintained in such from (if any) as shall be prescribed by the Engineer-in-Charge 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 office at the Site, and shall be open for inspection and verification (by verification of documents in support of the entry as also by physical verification of the stocks) at all times by the Engineer-in-Charge without notice and for this purpose the Engineer-in-Charge shall be permitted and enabled without obstruction to enter into any godown or other place or premises where the Free



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Issue Materials or any part thereof shall be stored and to inspect the same and to take by himself and/or through his representative(s) an inventory thereof.

(i) All Free Issue Materials supplied by EIL shall be taken delivery of, held, stored and utilized by the Contractor as trustee of EIL, and delivery of Free Issue Materials to the Contractor shall constitute an entrustment thereof by EIL to the Contractor, with the intent that any utilization, application or disposal thereof by the Contractor otherwise than for incorporation in the Permanent Works in terms hereof shall constitute a breach of trust by the Contractor.

(j) The Contractor shall hold and store any Free Issue Materials supplied by EIL only at such place and/or premises as may be approved by the Engineer-in-Charge, provided that no such approval shall absolve the Contractor in whole or part of his full liabilities in respect of such Free Issue Material, and the Contractor shall be and remain responsible at all times at his own risk and cost to ensure that the Free Issue Materials supplied by EIL is/are retained at all times in premises that are air and water tight and otherwise suitable for the storage of the concerned Free Issue Materials so as to prevent damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward therefore as shall be necessary to ensure the safety thereof.

(k) The Engineer-in-Charge may at his discretion require that all premises in which any Free Issue Materials supplied by EIL are stored, shall be double locked with the keys to one lock retained by Engineer-in-Charge or his representative and the other with the Contractor with the intent that all issues of EIL supplied Free Issue Materials shall be with concurrence of the Engineer-in-Charge or his representative, as the case may be, provided that any such double-locking and/or concurrence as aforesaid shall be an additional precaution and shall not anywise absolve the Contractor of his full liabilities or responsibilities in respect of such Free Issue Materials.

(l) The Free Issue Materials supplied by EIL shall be insured by EIL against normal risks during transit, storage and erection. The Contractor shall, however, be responsible forthwith to make and pursue on behalf of EIL any and all claims under the policy(ies) and to fulfill all formalities required to obtain payment thereunder and/or to assist EIL in making or pursuing any such claim(s) and/or in obtaining payment thereunder.

(m) Wherever the Contractor is required to take out any material supplied by EIL to a location outside the Plant premises, the Contractor shall be required to take out at his own Cost and initiative and keep in force at all times during the pendency of the Works, policy(ies) of insurance against the risks of fire, lightning, earthquake, riot, strike and theft and against any other damage or loss, for the full value (on reinstatement value basis) of the Free Issue Materials lying in the Contractor's custody and/or storage pending utilization/ incorporation in the Permanent Work and during incorporation in the Permanent Work. The insurance shall be kept valid till the Completion of the Works and till the Free Issue Materials is duly accounted for to the satisfaction of EIL.

(n) Such insurance policy(ies) shall be in the joint names of EIL and the Contractor with exclusive right of EIL to receive all money(ies) due in respect of such policy(ies), and with right in EIL (but without obligation to do so) to take out and/or pay the premium for any such policy(ies) and deduct the premium and any other costs and expenses in this behalf from the money(ies) for the time being due to the Contractor.

(o) Notwithstanding anything stated above, it shall be the responsibility of the Contractor to lodge with insurers and follow up claim(s), if any, under any policy(ies) of insurance aforesaid, and nothing herein provided shall absolve the Contractor from his full liabilities under the provisions of this clause and associated provisions hereof.

(p) Where the Free Issue Materials are being stored within the battery area under the security and gate-pass control of EIL and are covered by the Overall Storage-cum-insurance Policy taken by EIL for the Works, EIL may, at his sole discretion, permit the Contractor to furnish an Indemnity Bond in the proforma prescribed by EIL, for the entire value of EIL supplied Free Issue Materials and for the entire duration during which the Free Issue Materials shall be lying in the storage and custody of the Contractor.

(q) No such Insurance(s), as aforesaid, shall absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not by way of substitution of liability. The Contractor shall at all times be exclusively responsible for any and all loss(es), damage(s), deterioration, misuse, theft or other application or disposal of the Free Issue Materials, supplied by EIL or any of them contrary to the provisions hereof and shall keep EIL indemnified from and against the same and shall forthwith at his own Cost and expense replace any such Free Issue Materials lost, damaged, deteriorated, misused, stolen, applied and/or disposed as aforesaid, with other equipment or material of equivalent quality and quantity to the extent that the same is not covered by any insurance as above, and if covered, payment under the relative policy(ies) is for any reason not available to EIL.

(r) The Contractor shall use the Free Issue Materials supplied by EIL for incorporation in the Permanent Works, carefully and judiciously with no wastage or the minimum possible wastage, wherever some wastage is inevitable or unavoidable, in any case within the wastage limit, if any, specified by EIL in respect of any such Free Issue Materials. For any excess wastage or scrap, due to misuse or injudicious, careless or wrong use of the Free Issue Materials, or in case of loss, damage or deterioration of the Free Issue Materials during storage with the Contractor, as to all of which the decision of the Engineer-in- charge shall be final and binding on the Contractor, the Contractor shall be bound to replace the Free Issue Materials with materials of equivalent quantity and grade, acceptable to EIL within the time limit specified by EIL, and where this is not possible, practicable or advisable, in the opinion of EIL, which shall be final and binding on the Contractor, EIL shall be compensated by the Contractor for the loss caused, for the replacement costs, which shall be worked out by EIL based on the assessed landed cost plus the costs of procurement at 15% (fifteen percent) of the assessed landed costs for EIL. This amount shall forthwith be remitted by the Contractor within a week of demand made by EIL, failing which EIL shall be entitled to recover/adjust the amount demanded from any money(ies) due from EIL to the Contractor and / or from any security or any other deposits of the Contractor lying with EIL, under this and/or any other contract, without any further notice to the Contractor. The decisions of EIL in respect of the actions contemplated in this clause shall be final and binding on the Contractor.

(s) Notwithstanding anything herein provided and notwithstanding the transfer of all risks in respect of such Free Issue Materials to the Contractor, the ownership in respect of all the Free Issue Materials shall at all times be and remain with EIL.

(t) The excess equipment and material and the scrap material generated from the Work, in so far as the Free Issue Materials are concerned, shall be returned to EIL's Stores. On Completion of the Work, the Contractor shall duly render accounts for the materials and equipment issued by EIL, to the satisfaction of EIL. Any shortages, losses and/or damages shall be to the Contractor's account and all the conditions stipulated under sub-clause (r) above shall apply in this case also.

**9.30 EIL may do part of the Works**

Upon failure of the Contractor to comply with any instructions given in accordance with the Contract, EIL shall have the right to deploy additional labour force, tools, equipment and materials for such part of the Works as EIL may designate and/or engage another contractor to carry out the Works. In such cases, EIL shall deduct from the amount which might otherwise become due to the Contractor the cost of deploying additional labour or materials of the cost of engaging another contractor to complete the Works along with an additional 10% of such cost to cover all other expenses and departmental charges incurred by EIL in this regard. Should the total amount thus calculated exceed the amount due to the Contractor, the difference shall be recovered from the Contractor as a debt due.

## 10 DESIGN, PLANS AND MANUALS

### 10.1 Design Data

10.1.1. EIL shall prepare or cause to be prepared the Design Data required by the Contractor for preparing the Drawings and Designs and for the execution of the Works. The Design Data shall be supplied to the Contractor prior to commencement of the Works.

10.1.2. The Design Data and all other information forming a part of the Bidding Documents have been provided by EIL in good faith with a view to assist the Contractor in preparing the Drawings and Designs and executing the Works. EIL assumes no responsibility for the accuracy or adequacy of the Design Data and the Contractor is expected to undertake a complete and independent survey of all factors relevant to the performance of the Works and to verify the Design Data. The Contractor shall proceed with the use of the Design Data only after satisfying itself of its sufficiency and appropriateness for use.

10.1.3. The Design Data shall be in the custody and care of EIL. Unless otherwise stated in the Contract, 2 (two) copies of the Design Data shall be supplied to the Contractor, who may make or request further copies at the Cost of the Contractor.

### 10.2 Contractor's General Obligations

10.2.1 The Contractor shall design and provide all necessary specifications for the Works, strictly in accordance with the Specifications and the Design Data. Any design detail, plan, drawing, specifications, notes, annotations and information required shall be provided in sufficient detail, size and scale and within such time as may be required to ensure effective execution of the Works and/or as otherwise required by the Specifications.



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10.2.2 All Drawings and Designs, assumptions, calculations, schedules, patterns, models and other relevant information provided by the Contractor or as may be required under the Specifications or as may be required by the Contractor for the execution of the Works, or as the Engineer-in-Charge may require for a full appreciation of any design, methods of construction and installations proposed by the Contractor, shall be submitted to the Engineer-in-Charge for acceptance in accordance with Clause 9.13 prior to implementation. Any acceptance by the Engineer-in-Charge shall not however relieve the Contractor of any of his responsibilities for the accuracy, suitability, adequacy, performance and practicality of any such Design and Drawings, assumptions, calculations, schedules, patterns, etc. and any subsequent amendment thereof. The cost of all necessary remedial works in relation to any Works required as a result of any inaccuracy, inadequacy or impracticality in the Contractor's proposals and any subsequent amendments at any time during and after the execution of the Works, shall be the entire responsibility of and shall be borne by the Contractor.

10.2.3 The Engineer-in-Charge shall have full power and authority to require the Contractor to amend or modify any Drawings and Designs (including related calculations, design documents or other affected particulars) if he finds any shortcomings thereto and the Contractor shall without delay, correct such shortcomings at its own Cost and submit all revised Drawings and Designs, calculations, design documents or other affected particulars to the Engineer-in-Charge for his Approval in accordance with the provisions of Clause 9.13. Such instructions shall not however in any way relieve the Contractor of any of its responsibilities for the accuracy, suitability, adequacy, performance and practicality of the amended or modified Drawings and Designs.

10.2.4 EIL shall have no liability whatsoever for the cost of orders placed or of manufacturing, construction or installation commenced by the Contractor, other than orders placed or of manufacturing, construction or installation commenced following the acceptance of the Engineer-in-Charge as provided under Clause 10.2.2.

10.2.5 The Contractor confirms that the Contractor possesses the experience and capability necessary for the design in relation to the Works. The Contractor undertakes that the Contractor (and its employees) shall be available to attend discussions with the Engineer-in-Charge to enable the Engineer-in-Charge to seek Approval of EIL at all reasonable times during the Contract Validity Period.

**10.3 Contractor's warranty of Design**

10.3.1 The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Drawings and Designs.

10.3.2 The Contractor warrants that the Drawings and Designs meet the Specifications and are fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Specifications of the Design Data or any part thereof, the Drawings and Designs shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own Cost.

10.3.3 The Contractor warrants that the Works have been and/or shall continue to be executed in accordance with the standards specified in the Specifications and utilising proven up to date technology, systems, procedures, high quality goods, materials and equipments and high standards of workmanship and fabrication, in accordance with Good Industry Practice.



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10.3.4 The Contractor warrants that the execution of the Works have taken or shall have taken full account of the effects of the transportation of material and equipment, and other logistics movement, Site constraints, traffic constraints, climatic conditions, intended construction and manufacturing methods, Temporary Works and Contractor's Equipment.

10.3.5 The Contractor shall indemnify EIL against any damage, expense, liability, loss or claim, which EIL might incur, sustain or be subject to, arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause 10.3.

10.3.6 No claim for additional payment or extension of the Time for Completion shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in the Design Data provided by EIL, the Drawings and Designs or any failure by the Contractor to prepare any Drawings and Designs or submit the same to the Engineer-in-Charge in due time and the Contractor shall promptly make good any such Defect at its own Cost.

10.3.7 For each part of the Work, and except to the extent that the Parties otherwise agree:

(a) execution of such part of the Work shall not commence prior to the expiry of the Review Periods for all the Drawings and Design which are relevant to its design and execution;

(b) execution of such part of the Work shall be in accordance with the relevant Drawings and Designs, as Approved by the Engineer-in-Charge. Where any Work or part of the Work executed by the Contractor is not in conformity with the Approved Drawings and Designs, the Engineer-in-Charge shall be entitled to require the Contractor to repair, rectify, dismantle and/or reconstruct such Work or part of the Work, as the case may be and all costs and expenses for such rectification, repair, dismantling and/or reconstruction of such Work or part of the Work shall be borne by the Contractor;

(c) if the Contractor wishes to modify any Drawings and Designs which has previously been submitted for review, the Contractor shall immediately give notice to the Engineer-in-Charge. Thereafter, the Contractor shall submit the revised documents to the Engineer-in-Charge in accordance with the above procedure.

## 10.4 Technical Standards and Regulations

The Contractor's Documents (including Drawing and Designs) shall, in addition to complying with the Specifications, comply with the technical standards, building construction, safety and environmental regulations and other standards specified under or defined by Applicable Laws.

## 10.5 As-Built Drawing and Documents

10.5.1 The Contractor shall prepare, and keep up to date, a complete set of "as-built records" of the execution of the Works, showing the exact "as-built" locations, sizes and details of the Works as executed, with cross references to relevant specifications and data sheets. These records shall be kept on the Site and shall be used exclusively for the purposes of this Contract. One original copy, 6 (six) hard copies of such "as built" records, together with a soft copy of such "as built" records shall be submitted to the Engineer-in-Charge prior to the commencement of the Tests on Completion.

10.5.2 In addition, the Contractor shall prepare and submit to the Engineer-in-Charge "as-built drawings" of the Works, showing all Works as executed by the Contractor. The drawings shall be prepared as the Works proceed, and shall be submitted to the Engineer-in-Charge for his review and inspection. The Contractor shall obtain the consent of the Engineer-in-Charge as to their size, the referencing system, and other pertinent details.

10.5.3 Prior to the issue of the Completion Certificate, the Contractor shall submit to the Engineer-in-Charge one soft copy, one full-size original copy and six (6) printed copies of the relevant "as-built drawings", and any further Contractor's Documents specified in the Specifications. The Works shall not be considered to be completed and the Completion Certificate shall not be issued under Clause 0 until the documents referred above have been submitted to the Engineer-in-Charge in accordance with this Clause 10.5.3.

**10.6 Alteration in Specifications, Plans, Drawings and Designs, Extra- Works**

10.6.1 The Engineer-in-Charge shall have the power, by written notice to the Contractor, at any time prior to or during the execution of the Works, to alter, amend or modify any Specification. To the extent that such alteration, amendment or modification requires any corresponding amendment to the Drawings and Designs or any other Contractor's Document, the Contractor shall make such amendments to the Drawings and Designs or, as the case may be, the relevant Contractor's Document.

10.6.2 Contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instruction which may be given to it by the Engineer-In-Charge.

10.6.3 Subject to Clause 24.10.2, if any alteration, amendment or modification of the Specifications pursuant to Clause 10.6.1 shall, in the opinion of the Contractor and/or EIL, result in an increase, reduction or change in the Works that are covered in the Price Schedule, which would render the Contract Price unreasonable, EIL and the Contractor shall negotiate a suitable increase or, as the case may be, reduction in the Contract Price. If EIL and the Contractor fail to agree on a revised Contract Price, the Engineer-in-Charge shall, as an interim measure, decide on an appropriate adjustment to the Contract Price and pending a final decision on the quantum of increase or, as the case may be, reduction in the Contract Price under Clause 35, the Contractor shall be bound to execute the Works on the basis of the revised Contract Price determined by the Engineer-in-Charge.

For the avoidance of doubt, it hereby clarified that if the rate(s) of any additional, altered or substituted item of Work are specified in the Price Schedule, the Contractor shall be bound to carry on the additional, altered or substituted items of Work at the same rate(s) as are specified in the Price Schedule.

10.6.4 If any alteration, amendment or modification of the Specifications pursuant to Clause 10.6.1 shall, in the opinion of the Contractor and/or EIL, necessitate any additional, altered or substituted items of Work that are not covered in the Price Schedule, the remuneration for such additional, altered or substituted items of Work that are not covered in the Price Schedule shall be determined by the Engineer-in-Charge in the following manner:

(a) If it is possible to derive the rate(s) for such additional altered or substituted items of Work from any of the items of Work covered in the Price Schedule, the rate(s) for such



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additional altered or substituted items of Work shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Engineer-in-Charge as to whether the rate(s) for the additional altered or substituted items of Work can be derived from the rate(s) of items already covered in the Price Schedule shall be final and binding on the Contractor.

(b) If, in the opinion of the Engineer-in-Charge, it is not possible to derive the rate(s) for the additional altered or substituted items of Work from any of the items of the Work covered in the Price Schedule, then the rate(s) for such items of Work shall be determined by taking:

(i) the issue rate(s) of materials supplied by EIL, if applicable;

(ii) materials supplied by the Contractor and incorporated in the Permanent Works at the rate(s), if any, specified in the Price Schedule;

(iii) labour cost at rate(s) for labour, if any, specified in the Price Schedule;

(iv) if the additional altered or substituted items of Work involve the use of any material or labour not covered in the Price Schedule, for the purpose of determining the rates under sub-paragraph (ii) and/or (iii) above, the prevailing market rate(s) shall be taken into account for determining the rate(s) of such materials and/or labour and an additional 15% (fifteen percent) shall be added to the market rate(s) to cover the Contractor's, supervisions, overheads and profits.

(v) the opinion of the Engineer-in-Charge as to the quantity or quality of materials and/or labour involved in executing the additional altered or substituted items of Work or as to whether the additional altered or substituted items of Work involve the use of materials and/or labour that are not covered in the Price Schedule and if not, as to the market rate(s) that shall be applicable shall be final and binding on the Contractor.

### 10.7 Operations and Maintenance Manuals

10.7.1 The Contractor shall prepare and submit to the Engineer-in-Charge, the Operation and Maintenance Manuals in accordance with the Specifications and in sufficient detail for EIL to operate, maintain, dismantle, reassemble, adjust and repair the Facility. The Contractor shall not be entitled to receive the Completion Certificate unless the Operation and Maintenance Manuals have been submitted to the Engineer-in-Charge and received his consent.

10.7.2 The Operation and Maintenance Manuals submitted by the Contractor shall, if required, be updated by the Contractor during the Defect Liability Period and re-submitted for review by the Engineer-in-Charge in accordance with Clause 9.13.

## 11 TRANSFER OF TITLE AND RISK

11.1. Subject to Clause 11.5 below, the title of domestic supply of Goods and Material and Plant shall pass to EIL in the manner set out below:

11.1.1 In the event the Contractor is the manufacturer of the domestic Goods and Material and Plant (including the mandatory spares etc), the title to such domestic Goods and Material and Plant



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shall be transferred to EIL ex factory, ex works or ex warehouse basis i.e. upon the dispatch of such goods by the Contractor from its premises.

11.1.2 In the event the Contractor is not the manufacturer of the domestic Goods and Material and Plant (including the mandatory spares etc), and instead procures the same from a Subcontractor/ vendor / original manufacturer, then the title shall be transferred in the following manner:

(a) If pursuant to the above arrangement between EIL and the Contractor and between the Contractor and its Subcontractor/ vendor, the goods move from outside the state where the Site is located to the Site, the title shall be transferred by the Contractor to EIL during the transport of such goods from the Subcontractor/ vendor/ original manufacturer's premises, as the case may be, to the Site, by endorsement of documents of title by the Contractor in favour of EIL.

(b) If pursuant to the above arrangement between EIL and the Contractor and between the Contractor and its sub-contractor/ vendor, the goods move within the state where the Site is located, then the title shall be transferred to EIL upon the dispatch of the goods by the Contractor or its Subcontractor/ vendor / original manufacturer, as the case may be, from its premises.

Notwithstanding the transfer of title of the domestic Goods and Material and Plant (including the mandatory spares etc), the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor until the issuance of Completion Certificate by EIL. However, the risk for any defect or shortcoming in such Goods and Materials and Plant shall continue to remain with the Contractor until issuance of the Final Completion Certificate.

11.2. Subject to Clause 11.5 and 11.6 below, the title of Goods and Material and Plant imported by the Contractor or its Subcontractor for supply to EIL for the execution of Works shall be transferred by the Contractor in favour of EIL by effecting appropriate sales through endorsement of the Bill of Lading or such other documents of title in relation to such imported Goods and Material and Plant before the same cross the customs frontiers of India on high sea sale basis or FOB (free on board basis) at the port of loading of the Goods and Material and Plant, as may be agreed between the Parties.

The Contractor and its Subcontractor/ vendor shall accordingly execute such documents as may be necessary for effecting the transfer of title in favour of EIL in a manner indicated herein above, such that the Contractor has proper title over the imported Goods and Material and Plant before it transfers the title over such imported Goods and Material and Plant in favour of EIL.

Notwithstanding the passing of title as mentioned hereinabove such passing of title to EIL shall not in any way absolve, diminish, or dilute the responsibilities and obligations of the Contractor under the Contract.

Notwithstanding the transfer of title as above, the Contractor shall continue to be responsible for the risk to, quality and performance of such imported Goods and Material and Plant and for their compliance with the performance guarantees and the technical specifications until the issuance of the Completion Certificate by EIL. However, the risk for any defect or shortcoming in such Goods and Materials and Plant shall continue to remain with the Contractor till issuance of the Final Completion Certificate.



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The Contractor warrants that all imported Goods and Material and Plant supplied by the Contractor shall be free of any encumbrance or lien.

11.3. The title of the Contractor's Equipment used by the Contractor or its Subcontractor in connection with the Contract shall remain with the Contractor or its Subcontractor, as the case may be.

11.4. Notwithstanding anything to the contrary contained in the foregoing provisions of this Clause 11, the title of all Consumables, shall only be deemed to be transferred by the Contractor to EIL, upon Final Completion, subject to the provisions of Clause 9.12.2.

For the purposes of the foregoing, "**Consumables**" shall mean and include all raw material and consumables, comprised in the Goods and Materials and Plant, including, without limitation, such as sand, bricks, stones, tiles, cement, reinforcement steel, structural steel, and civil construction materials, subject to CENVAT credit for such items, not being available under Applicable Laws in India.

11.5. Further, the Contractor shall ensure that all Goods and Material and Plant procured by the Contractor from the Subcontractors/ vendor / original manufacturer, or otherwise supplied by the Contractor are consigned by the Subcontractor/ vendor / original manufacturer or the Contractor (as applicable) directly to the Site, unless otherwise agreed between the Parties.

11.6 Notwithstanding anything to the contrary contained in Clause 11.1 and 11.2 above, but subject to Clause 11.4:

(i) title in respect of any Goods and Materials and/ or Plant, which are consigned, in breach of the foregoing provisions of this Clause 11.5, to any location other than the Site, shall only be deemed to be transferred to EIL, in accordance with the provisions of Clause 11.1 or 11.2 above, where the said Goods and Material and/ or Plant are duly consigned to the Site; and

(ii) notwithstanding transfer of title in accordance with Clause 11.1 above, Contractor shall retain care, custody, and control of all such Goods and Materials and/or Plant and exercise due care thereof until Completion. Further, such transfer of title shall in no way affect EIL's rights under any other provision of this Contract

(iii) Contractor shall, in order to protect EIL's interest in all Goods and Materials and/or Plant to which title has passed to EIL but which remains in the possession of the Contractor or any another party, take or cause to be taken all steps necessary under the Applicable Laws to protect EIL's title and to protect EIL against claims by other parties with respect thereto. Contractor shall fully indemnify EIL in this regard. Further, to the extent reasonably required, Contractor shall cause such Goods and Materials and/or Plant to be suitably marked with an identifying mark or symbol indicating that such Goods and Materials and/or Plant are the property of EIL.

## 12 CONTRACTOR'S PERSONNEL

12.1. The Contractor shall make arrangements for the engagement of staff and labour for the execution of the Works at its own Cost. The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge or his assistant, a report in detail, in such form and at



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such intervals as the Engineer-in-Charge may prescribe, showing the number of personnel employed in different categories by the Contractor on the Site.

12.2. The Contractor shall designate and propose suitable, adequately skilled and qualified persons as key personnel ("**Key Personnel**"), whose identities and resumes will be submitted by the Contractor to EIL within 30 (thirty) days of the Effective Date, to supervise the execution of the Works and to liaise with EIL, his authorized Engineer or any competent Authority, as appropriate.

Should the Contractor intend to make any change in Key Personnel appointed pursuant to this Clause 12.2, it shall immediately notify the Engineer-in-Charge of such intended change and seek Approval for replacement of such Key Personnel.

12.3. The Contractor shall ensure that the Contractor's Personnel shall be sufficient and competent in number, suitably qualified and experienced for the purpose of execution of the Works at the Site and that it shall provide such numbers of Contractor's Personnel at the Site until Completion has been achieved and that the selection of the Contractor's Personnel shall maximise productivity and prevent slow-downs, work stoppages or other disruptive concerted actions of the Contractor's Personnel.

12.4. Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works. Superintendence shall be given by a sufficient number of persons with adequate knowledge of the language for communications and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

12.5. If and whenever any of the Contractor's or Sub-Contractors agents, sub-agents, assigns, consultants or employees shall in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final) or his authorized person be guilty of misconduct or be incompetent or not qualified for, or negligent in, the performance of his/their duties, or if in the opinion of the Engineer-in-Charge (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 Engineer-in-Charge or his authorized person 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 Site. Should the Contractor be requested to repatriate any person removed from the Works; the Contractor shall do so forthwith at its 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.

12.6. The Contractor shall make itself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. Subject to Clause 25, during the Contract Validity Period no extra amount in this regard shall be payable to the Contractor, for any reason whatsoever.

12.7. In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its Subcontractor of any tier in and for carrying out of the Contract and if a claim thereof is filed in the office of the labour Authorities and proof thereof is furnished to the satisfaction of the labour Authorities, EIL may, failing payment

of the said money by the Contractor or the Subcontractor, as the case may be, make payment of such claim on behalf of the Contractor, to the said labour Authorities and any sums so paid shall be recoverable by EIL from the Contractor. If the Contractor fails to pay any amount required to be paid to EIL as aforesaid, within 7 (seven) days of its demand, EIL shall be entitled to recover the amount from any moneys due or accruing to the Contractor under the Contract.

12.8. 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 Authorities prescribed under the said Acts and any schemes framed thereunder in respect of all labour employed by it 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 provident fund deductions shall be submitted to EIL before the end of every calendar months. In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, EIL shall deduct 5% (five percent) of the payable amount from the Running Bill and retain the deducted amount as a security for the contribution to provident fund. Such retained amounts shall be released to the Contractor only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.

12.9. The Contractor and Subcontractor(s) shall obtain from the Authority(ies) designated in this regard under any Applicable Law, including but not limited to the Factories Act, 1948 and Contract Labour (Regulation & Abolition Act, 1970 (in so far as applicable) any and all such licence(s), consent(s), registration(s) and/or other authorization(s) as shall from time to time be or become necessary for or relative to the execution of the Works 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 Subcontractors, servants and agents of all terms and conditions of the said license(s), consent(s), regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.

12.10. Without prejudice to the responsibility of the Contractor to comply with the Applicable Laws under the Contract, the Contractor shall, in relation to the execution of the Works, comply and shall ensure that the Subcontractors comply with all labour laws, including but not limited to the Factories Act, 1948, the Workmen's Compensation Act, 1923, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Industrial Disputes Act, 1947, the Employees' State Insurance Act 1948, the Weekly Holidays Act, 1942, the Employees State Insurance Act, 1948, the Employees Provident Funds Scheme, 1952, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1962, the Contract Labour (Regulation and Abolition) Act, 1970, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 , the Children (Pledging of Labour) Act, 1933, the Child Labour Prohibition and Regulation Act, 1951, the provisions of the Income Tax Act, 1961, Environment Protection Act, 1986, Maritime Act, 2008, Wild life (Protection ) Act, 1972 and any other Applicable Law relating to the employment of workmen, employees or labour or any subsequent modification or re-enactment thereof.

12.11. Without prejudice to the generality of the scope of Clause 12.8 above, the Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there

under from time to time. Any failure to comply with the Apprentices Act, 1961 shall amount to a breach of the Contract and EIL may, at his discretion, terminate the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the Apprentices Act, 1961 by him.

12.12. (a) In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service Act, 1996, hereinafter referred to as the "**RE &CS**") came into force. The RE&CS Act is applicable in respect of building and other construction work. Wherever applicable, the Contractor shall strictly comply with the provisions pertaining to RE&CS Act. The Contractor must be registered with the concerned authorities under the RE&CS Act, or in case of non-registration the Contractor should obtain registration within one month of the award of the Contract.

(b) The Contractor shall comply with the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.

Cess as per the prevailing rate, shall be deducted at source from bills of the Contractor by the Engineer-in-Charge of the contract and 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.

12.13. The Contractor shall and shall cause its Subcontractors to comply with the following:

(a) the provision and maintenance of such temporary accommodation, canteen facilities and other amenities as may be reasonably necessary for all of the Contractor's Personnel employed at the Site, including fencing, first aid, water supply (both for drinking and other purposes), electricity supply, sanitation, fire prevention and fire-fighting equipment, a creche where 10 or more women workers may keep their children below the age of 6 years, any other facility/utility as may be required under the Contract as well as under the applicable statutory provisions and other general requirements in connection with such accommodation or amenities, provided that the Contractor's Personnel shall not maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works;

(b) due regard shall be given to all recognised festivals, days of rest and religious or other customs prevalent in the location where the Site is situated, in all dealings with the Contractor's Personnel;

(c) no work shall be carried out on the Site outside the normal working hours, unless, permitted by EIL or if the work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately intimate EIL/Engineer-in-Charge;

(d) all reasonable precautions shall at all times be taken to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel and to preserve peace at the Site and to ensure the protection of all persons (including the Contractor's Personnel) and property at or in the neighbourhood of the Site, against any such



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disruption. If EIL is required to maintain special police force/security personnel in consequence of unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, all costs and damages incurred by EIL in this regard shall be borne by the Contractor; and

(e) the Contractor shall not employ, for the purposes of Works, any Person below the age as is statutorily forbidden.

12.14. The Contractor shall keep EIL 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, omission or inter-omission on part 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.

12.15. If, the Contractor directly or through petty contractors or Subcontractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer-in-Charge or EIL, whether in connection with any work being executed by the Contractor or otherwise for the purposes of EIL, such labour shall, for the purpose of this Clause, be deemed to be persons employed by the Contractor.

12.16. The Parties hereto agree that the employment of the personnel and/or workmen by the Contractor, Subcontractor in relation to the execution of the Works shall not constitute any EIL-employee relationship between EIL and such personnel and/or workmen as employed by the Contractor and the Subcontractor in relation to the execution of the Works.

12.17. (a) The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. In case of non - availability of suitable labour in any category out of the above persons, labour from outside may be employed.

(b) The Contractor shall not recruit personnel of any category from among those who are already employed by the other agencies working at Site.

12.18. All foreign nationals coming to India for execution of the Contract will have to apply for employment visa only and that grant of employment visa would be subject to strict adherence of following norms:

(a) Employment visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a company, organization, industry or undertaking etc. in India on contract or employment basis at a senior level or at a skilled position such as technical expert, senior executive or in managerial position etc.

(b) Request for employment visa for jobs for which large number of qualified Indians are available, is not considered.

(c) Under no circumstances an employment visa is granted for routine, ordinary secretarial/ clerical jobs.

The Contractor must check the latest visa rules from Indian Embassy/ High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

## 13 TIME FOR COMPLETION AND PRICE REDUCTION DUE TO DELAY IN COMPLETION

### 13.1 Time for Completion

Time is the essence of the Contract. The Parties agree and acknowledge that it is of paramount importance that the Works are executed strictly in accordance with the Works Completion Schedule, as may be revised from time to time and completed in accordance with the Specifications, within the Time for Completion.

### 13.2 Price Reduction due to delay in completion

13.2.1 If the Contractor fails to complete the Works within the Time for Completion, and/or if completion of any specific work(s) in respect of which a separate progress schedule has been established is not achieved by the date of completion thereof specified in the Works Completion Schedule (each of the said date(s) is hereinafter referred to as the "starting date for discount calculation)other than due to an event of Force Majeure or any reason solely attributable to EIL, then the Contract Price shall be reduced by 1 % ( one percent) per week of delay or part thereof subject to a maximum deduction of 10% (ten percent) of the Contract Price. After any adjustments made to the Contract Price pursuant to this Clause 13.2.1, if any amount is due to EIL from the Contractor, then such amount will either be set-off against any amount due or that becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee.

The decision of the Engineer-in-Charge in regard to applicability of price reduction shall be final and binding on the Contractor.

13.2.2 The reduction of Contract Price shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use its best endeavour to avoid or reduce further delay to the Works, or the issue of the Completion Certificate.

13.2.3 It is specifically acknowledged that the provisions of Clause 13.2 constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act, 1872 or otherwise.

13.2.4 Application of price reduction under this Clause 13.2 above shall be without prejudice to any other right of EIL, including the right of termination under Clause 32.2 and associated clauses thereunder.

## 14 EXTENSION OF TIME

14.1. Without prejudice to, and subject Clause 14.3 below, to the extent that any of the following events cause the Contractor to suffer a delay in the critical path progress of the Works, which in turn prevents the Contractor from completing the Works within the Time for Completion, the Contractor may apply for an extension of the Time for Completion of the Works:

(a) Occurrence of a Force Majeure event;



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(b) There is delay in handing over the possession of the Site (save and except sequential handing over of Site as per provisions of Clause 8.1.2) to the Contractor not caused due to default of the Contractor;

(c) Instruction of the Engineer-in-Charge to suspend the Works and the Contractor not being in default;

(d) Any order of Court restraining the performance of the Contract in full or in any part thereof, unless such order is attributable to any default, breach or non-compliance by the Contractor;

(e) Under Clause 24.7 due to EIL's Variation;

(f) Delay in Approval of the Contractor's Document in terms of Clause 9.13;

(g) Under Clause 9.29 due to EIL's failure to supply the Free Issue Materials, as agreed by Engineer-in-Charge;

(h) Under Clause 25 due to Change in Law;

(i) Under Clause 17.6 due to taking of possession of the Works or any part thereof by the Engineer-in-Charge prior to Completion.

14.2. Except as specified in Clause 14.1 above, the Contractor shall not be entitled to any extension of the Time for Completion for any reason whatsoever. Provided, notwithstanding anything contained in Clause 14.1 or otherwise, the Contractor shall not be entitled to any extension of time:

(a) where the instructions or acts of Engineer-in-Charge are necessitated by or intended to cure any default of or breach of the terms of the Contract committed by the Contractor;

(b) where any delay is due to:

(i) The failure of its Subcontractor, to commence or to carry out the part of the Works in due time; or

(ii) Non-availability, or shortage of Contractor's Equipment, labour, utility services, Plant and Goods and Materials; or

(iii) Inclement weather conditions or the occurrence of an event of Force Majeure.

14.3. The Contractor shall, as soon as reasonable practicable and in any event within 7 (seven) days, after the Contractor knew or ought reasonably to have known of its occurrence of any of the events specified in Clause 14.1, provide to EIL, in writing, the full particulars of such event and the probable material adverse effect that such event is likely to have on the performance of its obligations under the Contract.

14.4. Any notice issued pursuant to Clause 14.3 shall include full particulars of:

(a) The nature and extent of each such event which is the subject of any claim for relief

under Clause 14.3 with evidence in support thereof;

(b) The estimated duration and the effect or probable effect which such event is having or shall have on the Contractor's performance of its obligations under the Contract;

(c) The measures which the Contractor is taking or proposes to take, to alleviate the impact of such event; and

(d) Any other information relevant to the Contractor's claim.

The Engineer-in-Charge shall not consider any claim for relief from the Contractor, if the Contractor fails to comply with the provisions of Clause 14.3 and this Clause 14.4.

14.5. The Parties agree and acknowledge that:

(a) the Contractor shall constantly use its reasonable endeavours to prevent and/or minimise delay in the progress of the Works, howsoever caused, and to prevent delay in the performance of Works beyond the Works Completion Schedule and the Contractor shall not be entitled to an extension of the Works Completion Schedule in respect of any cause of delay nor for any period of delay which by the exercise of reasonable endeavours could be avoided or reduced (to the extent that such delay could have been reduced). The onus of proving that the Contractor has exercised all reasonable endeavours, and that despite such endeavours, the delay could not be avoided or reduced, shall in all cases rest with the Contractor;

(b) the Contractor shall not under any circumstances be entitled to an extension of the Works Completion Schedule where the delay or likely delay is, or would be, attributable to the default, breach, negligence, improper conduct or lack of endeavour of the Contractor or any persons for whom it is contractually or otherwise responsible for and further the Contractor shall not be entitled to an extension of the Time for Completion where delay arises as a consequence of the termination of a Sub-contractor's employment by the Contractor;

(c) if there are two or more concurrent causes of delay and only one of those concurrent causes is a delay which would entitle the Contractor to an extension of the Works Completion Schedule, the Contractor would not be entitled to an extension of the Works Completion Schedule for the period of that concurrence;

(d) it is a further condition precedent to the Contractor's entitlement to an extension of the Works Completion Schedule that the critical path progress of the Works is affected in a manner which might reasonably be expected to result in a delay to the Contractor in the performance of the Works as per the Works Completion Schedule; and

(e) no relief shall be granted to the Contractor to the extent that any failure or delay in the performance of the Works by the Contractor, would nevertheless have been experienced by the Contractor, had an event of Force Majeure or other relevant event(s) specified in Clause 14.1 entitling the Contractor to otherwise claim an extension of time, not occurred.

14.6. If the delay in the completion of the Works or a portion thereof, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer-in-Charge is of the view that the remaining Works can be completed by the Contractor in a reasonable and acceptable short time, then EIL may allow the Contractor an extension of the Time for Completion at its discretion with or without a reduction in the Contract Price, as it may decide.

14.7. The extension of time shall be the sole remedy of the Contractor for any cause or event of delay mentioned in Clause 14.1 or elsewhere in the Contract and other than as provided in the Contract, the Contractor shall not be entitled to claim any damages or compensation in addition to or in lieu of such extension of time.

14.8. Notwithstanding anything to the contrary contained in the Contract, to the extent that this Contract is entered into by EIL pursuant to a contract awarded to EIL for the development of the Facility (the "**Main Contract**"), the extension of time and/or Cost awarded to the Contractor under this Contract shall be proportionate to the extension of time and/or cost awarded to EIL under the Main Contract and in no event shall such the extension of time and/or Cost awarded under this Contract exceed the extension of time and/or cost awarded to EIL under the Main Contract.

## 15 MECHANICAL COMPLETION AND PRE-COMMISSIONING

15.1. For the purposes of this Contract, "**Mechanical Completion**" shall mean the completion of the following activities in relation to the Facility:

(ii) the construction of the Facility has been completed, checklist generated & punched with minor exceptions, Flushing, chemical cleaning including all other Pre-commissioning activities, MRT (Mechanical Run Test for Machine) & final boxup excluding system dry out and catalyst loading;
(iii) all Plant, equipment and machinery are installed and aligned;
(iv) all piping and instrumentation work and loop testing is complete;
(v) all electrical work is complete, electrical systems are energized and motor no load runs are complete;
(vi) all hydrostatic/pneumatic testing is completed;
(vii) safety valves and pressure relief valves are set and checked;
(viii) speed and direction of rotation of all prime movers are checked; and
(ix) DCS system (if applicable) is complete.

15.2. As soon as the conditions mentioned in Clause 15.1 have been satisfied in the opinion of the Contractor, the Contractor shall notify EIL in writing that the Facility is mechanically complete.

15.3. The Contractor shall divide the Facility into systems/subsystems as per the process/pre-commissioning requirement mentioned in the Specifications.

15.4. The Contractor shall issue a certificate in the format set out at Appendix V ("**Format-I**") for each system for inspection and verification by the Engineer-in-Charge that construction has been completed in accordance with the Specifications.

15.5. Except for any deviation or modification agreed between EIL, the Engineer-in-Charge and the Contractor, if the Engineer-in-Charge is not satisfied that the relevant system/subsystem has

achieved Mechanical Completion, it may endorse Format-I accordingly, stating in what way the system/subsystem has not achieved Mechanical Completion in accordance with the Contract. The Contractor shall then expeditiously complete or rectify the list of outstanding items in accordance with the Engineer-in-Charge's suggestions and issue a certificate in the format set out at Appendix VI ("**Format-III**"), with agreed Punch-list Items to be attended to later.

15.6. The Contractor shall prepare and submit to the Engineer-in-Charge along with each Format-III, a preliminary, but as definitive as possible a list containing all the outstanding Punch-list Items and procedures that require completion or rectification before the taking over of the Facility by EIL (the "**Punch List**").

15.7. Upon the submission of the Punch List by the Contractor pursuant to Clause 15.6, the Engineer-in-Charge shall either approve such list or require such additions to and/or amendments of such list as it may reasonably consider necessary.

15.8. When Format-IV for all systems/sub-systems comprising the Facility is issued, the Facility will be deemed to have achieved Mechanical Completion.

15.9. The Contractor shall thereafter be responsible for ensuring that:

(a) the Punch-list Items are completed before the Facility is taken over by EIL unless otherwise agreed between the Parties; and

(b) any pre-commissioning and commissioning procedures needed before the Facility is put into use are safely carried out.

**15.10 Pre-Commissioning**

15.10.1 For the purposes of this Contract, "**Pre-Commissioning**" shall mean performance of those activities, which are required to be performed after acceptance of system on liquidation of all the punch point to make the Facility ready for commissioning and includes the completion of the following activities in relation to the Facility:

(a) system checking as per Specifications;
(b) Site modifications, if necessary;
(c) internal inspection of Plant and equipment;
(d) flushing/steam blowing;
(e) air blowing of pipelines including gasket blowing;
(f) purging of systems using inert gas;
(g) leak test both for low/high pressure systems;
(h) calibration of instruments;
(i) checking of the electrical equipment for proper earthing;
(j) conducting operability test on individual equipment/system;
(k) charging of lubes and other chemicals;
(l) Integration of all control systems of the unit with the control system of the Plant
(m) Chemical Cleaning/De greasing where ever applicable
(n) any other pre-commissioning activities mentioned in the Specifications.

15.10.2 Contractor will start Pre-Commissioning activities after acceptance of Format -III for all systems/subsystems comprising the Facility by EIL/Engineer-in-Charge. The Contractor shall



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also be responsible for any fabrication and supply of temporary facilities such as temporary bypasses, spools, blinds, jump-overs, vents, strainers, screens etc. which will be required to carry out Pre-Commissioning activities.

15.10.3 The Contractor shall issue a 'ready for commissioning' certificate for the Facility to the Engineer-in-Charge for its Approval, in the format set out at Appendix VII ("**Format-IV**"). If the Engineer-in-Charge is not satisfied that the Facility is ready for commissioning, it may endorse Format-IV accordingly, stating in what way the Facility is not ready for commissioning in accordance with the Specifications. The Contractor shall then expeditiously complete or rectify the list of outstanding items in accordance with the Engineer-in-Charge's suggestions and once all such outstanding items are completed to the satisfaction of the Engineer-in-Charge, the Engineer-in-Charge shall declare the Facility to be ready for commissioning.

## 16 TESTS ON COMPLETION

### 16.1 Commissioning, Trial Operation and Performance Guarantee Test Run

For the purpose of this Contract, '**Commissioning**' shall mean the successfully putting in to service the Plant, equipment, vessels, tanks, pipelines, machines, systems, sub systems, controls, monitoring, shutdown comprising the Facility in accordance with the procedures set out in the relevant operating manuals and/or as per the requirement of the process licensor and /or detailed engineering contractor/EIL and relevant statutory agencies after successful testing, pre commissioning and the trial runs and the documentation as per EIL format system.

16.1.1 As soon as:

(a) all parts of the Facility has been demonstrated to have achieved Mechanical Completion pursuant to Clause 15 and the Contractor has issued Format-III relating to all systems/subsystems comprising the Facility in accordance with the provisions of Clause 15.5;

(b) the Contractor has completed all Pre-Commissioning activities and has issued Format-IV;

(c) Facility is ready for the conduct of the Trial Operation and Performance Tests in relation thereto; and

(d) all the services and facilities which are necessary for the conduct of the Trial Operation and/or Performance Tests are available,

the Contractor shall notify EIL and the Engineer-in-Charge that it is ready to commence Trial Operation. Such notification must be sent by the Contractor to EIL and the Engineer-in-Charge within 7 (seven) days of the issuance of Format-IV under Clause 15.10.3. Unless otherwise agreed the Trial Operation shall commence on such day as the Contractor shall notify to EIL and the Engineer-in-Charge (which shall not be more than 10 (ten) days after EIL's/Engineer-in-Charge's receipt of the above-mentioned notice from the Contractor) and shall be conducted in accordance with the Contractor's Documents relating to the same as Approved by the Engineer-in-Charge pursuant to Clause 9.13.



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16.1.2 The Trial Operation of the Facility shall be carried out for 14 (fourteen) days in accordance with the Contractor's Documents. During the Trial Operation the Parties shall arrange for the conduct of Performance Guarantee Test Run (PGTR). The PGTR shall be conducted only after the Facility has been on stable operation, with all controls and safety systems in normal operation, for a period of not less than 72 hours. The load at which the Facility is operated during the PGTR shall be determined by the Engineer-in-Charge at its discretion.

16.1.3 Upon successful completion of the PGTR, to the satisfaction of the Engineer-in-Charge, the Engineer-in-Charge shall direct EIL to issue a certificate to the Contractor in the format set out at Appendix VIII ("**Format-V**").

16.1.4 The Contractor shall at its own Cost arrange for all tools, equipments, gadgets, facilities or other things as may be deemed necessary by the Engineer-in-Charge for carrying out the Tests on Completion.

**16.2 Performance Tests**

16.2.1 The Performance Tests shall be conducted within 30 (thirty) days (or as directed by Engineer-in-Charge) of the successful completion of the Trial Operation of the Facility or before the expiry of such other period as may be agreed between EIL and the Contractor, to ascertain whether the Facility is capable of meeting the Guaranteed Performance Levels and is ready for continuous, safe and stable commercial operation. The Contractor will give EIL and the Engineer-in-Charge at least 7 (seven) days advance written notice of the expected date of such Performance Tests. In the event that there is a delay in carrying out the Performance Tests, the Contractor shall notify EIL and the Engineer-in-Charge of such delay. If the Engineer-in-Charge fails to attend at any time or place duly appointed for conducting any Performance Tests, the Contractor shall be entitled to proceed in its absence and the relevant Performance Tests shall be deemed to have been made in the presence of the Engineer-in-Charge. The Contractor shall forward to EIL and the Engineer-in-Charge duly certified copies of the results of each Performance Test.

16.2.2 After the Performance Tests have been conducted in respect of the Facility, the Contractor shall furnish the test reports to the Engineer-in-Charge for evaluation. Within 7 (seven) Working Days of receipt of the test reports, the Engineer-in-Charge shall, after evaluating the test reports, decide whether the Facility complies with the Guaranteed Performance Levels.

16.2.3 Upon such evaluation, if the Engineer-in-Charge is of the opinion that the Facility has not achieved 100% (hundred percent) of the Guaranteed Performance Levels, then:

(a) the Contractor shall at its own risk, Cost and expense be responsible for the repair or replacement of the Works for the Facility if required by EIL/Engineer-in-Charge in accordance with the provisions of this Contract, within 3 (three) months of the conduct of such Performance Tests; and

(b) the Contractor shall be required to re-conduct the Performance Tests within such reasonable period of time as may be required by Engineer-in-Charge.

The period for repairing or replacing the Works or for re-conducting the Performance Tests shall not amount to an extension of the Works Completion Schedule or be deemed to entitle the Contractor to an increase in the Contract Price. The re-conduct of the Performance Tests shall



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not prejudice any rights or remedies of EIL in respect of defective Works under the Contract and shall not be construed as a waiver thereof.

16.2.4 If, despite the repetition of the Performance Tests in accordance with Clause 16.2.3 above, the results of the Performance Tests indicate that 100% (hundred percent) of the Guaranteed Performance Levels have not been satisfied, then the following consequences shall follow:

(a) Where the Facility and the Works achieves more than 90% (ninety percent) of the Guaranteed Performance Levels, EIL shall be entitled to levy the Performance Compensation in accordance with Clause 20 and EIL may further require the Contractor to make additional repairs or remedy the Works within 3 (three) months of the completion of the repeated Performance Tests, at the Contractor's Cost; or

(b) Where the Facility achieves less than or equal to 90% (ninety percent) of the Guaranteed Performance Levels, EIL shall have the right (but not an obligation) to reject the Works by giving notice thereof within 15 (fifteen) Working Days of the receipt of the results of the Performance Tests.

In the event that EIL does not exercise its right to reject the Works in accordance with paragraph (b) above, then the consequences at paragraph (a) above shall also apply to such defective Works. EIL shall be entitled to enforce the Performance Guarantee for recovering the sums due from the Contractor under Clause 16.2.4 (a).

16.2.5 Upon the issuance of a notice by EIL under Clause 16.2.4(b), a Contractor Event of Default shall be deemed to have occurred and this Contract shall stand terminated forthwith. The provisions of Clause 32 shall apply upon such termination.

16.2.6 The acceptance and use by EIL of the Works, or any part thereof, for Trial Operation shall not absolve the Contractor from the fulfilment of other obligations under the Contact.

## 17 COMPLETION

### 17.1 Where the Contract is a lump-sum turnkey contract

When the Contractor has:

(a) successfully completed Trial Operation and PGTR, as demonstrated by issuance of Format-V by EIL;

(b) successfully completed the Performance Tests;

(c) completed all Punch-list Items;

(d) submitted the Contract Performance Bank Guarantee in accordance with Clause 9.4.2;

(e) provided to EIL such certification by the Contractor or other written evidence, as EIL may reasonably require, to demonstrate that the Contractor has complied with all relevant Applicable Laws and has obtained all relevant clearances in connection with the Works which it is the Contractor's responsibility to comply with or to obtain; and

(f) provided to EIL all such documentation and information such as manuals, systems descriptions, computer programs, access codes etc. that are necessary to enable EIL to properly test and use any part of the Works in accordance with Good Industry Practice and in compliance with the laws and regulations relating to environment, safety etc. and in order to attain the Guaranteed Performance Levels by EIL,

the Contractor shall so notify EIL in writing.

**17.2 Where the Contract is an item rate contract**

When the Contractor has successfully completed the total Works as per the scope of Works defined in the Contract and the Specifications and the Facility is ready for commercial operations, the Contractor shall so notify EIL in writing.

17.3 EIL shall, subject to provisions of Clause 17.1, Clause 17.2 and Clause 17.4, within 30 (thirty) Working Days of receipt of a notification from the Contractor pursuant to Clause 17 or, as the case may be Clause 17.2, along with all the documents mentioned in Clause 17.4 (b) below:

(a) inspect the Works and if it is satisfied that the Works are complete in all respects in accordance with the Specifications and free of all Defects, issue a completion certificate to the Contractor ("**Completion Certificate**") and the Works shall be taken over by EIL on the date of issue of the Completion Certificate; or

(b) if the Engineer-in-Charge is not satisfied that the Works are complete in all respects in accordance with the Specifications or discovers any Defects in the Works, notify the Contractor of the reasons why it considers that the notice given pursuant to Clause 17 or Clause 17.2 was improperly or prematurely issued and notify the Contractor of:

(i) any items of work which are in EIL's or the Engineer-in-Charge's reasonable opinion required to render the Facility ready for being taken over; or

(ii) any Defects in the Facility which are required to be rectified and following completion such items or, as the case may be, rectification of such Defects, the Contractor shall submit a fresh notice to EIL to which the provisions of this Clause 0 shall apply mutatis mutandis.

17.4 Notwithstanding anything contained in Clause 17.3, EIL shall not issue the Completion Certificate until:

(a) the Contractor has cleared the Site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery, demolished, dismantled and removed all the Contractor's Site offices and quarters and other Temporary Works, structures and constructions and other items and things whatsoever brought upon or erected at the Site and not incorporated in the Permanent Works, removed all rubbish from the Site, cleared and leveled the Site to the satisfaction of the Engineer-in-Charge and put EIL in undisputed custody and possession of the Site, free & clear of all encumbrances and encroachments; and



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(b) the Contractor has submitted the following documents to EIL:

(i) the technical documents according to which the Work was carried out;

(ii) complete set of "as-built" drawings showing therein corrections and modifications (if any) made during the course of execution of the Works, signed by the Engineer-in-Charge;

(iii) Statement of final levels as set for various works, signed by the Engineer-in-Charge;

(iv) Records of the final test as maintained jointly and signed by the representative of the Contractor and the Engineer-in-Charge or Format-III (if Commissioning is not within the Contractor's scope of Work) and Format -V (if Performance Tests are not within the Contractor's scope of Work) and Performance Test certificate issued by the Engineer-in-Charge upon successful completion of the Performance Tests (if Performance Tests are within the Contractor's scope of Work).;

(v) Item-wise list of surplus materials including the quantity & estimated value of each surplus item (out of the Free Issue Materials or materials brought on the Site by the Contractor) returned to EIL's or otherwise disposed of, duly signed by the Engineer-in-Charge;

(vi) Materials-at-site accounting for the Free Issue Materials supplied to the Contractor under the Contract, signed by the Engineer-in-Charge;

(vii) Discharge in respect of EIL supplied equipment and machinery, signed by the Engineer-in-Charge; and

(viii) Declaration by the Contractor that it has duly cleared any and all of the dues payable by it to its labourers, employees, piece rate workers (PRWs), and other personnel, Subcontractors, suppliers, vendors, income Tax, sales tax, octroi, entry tax, service tax, excise, customs duty, provident fund, employees state insurance (ESI) and royalties, or other amounts payable under any Applicable Law (if any).

17.5 Upon the issuance of the Completion Certificate, EIL shall take over the possession, care, custody and control thereof from the Contractor.

17.6 Notwithstanding anything to the contrary contained in the Contract, the Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Works. Such possession or use shall not be deemed to be an acceptance of any Works. If such prior possession or use by the Engineer-in-Charge delays the progress of Work, equitable adjustment in the Time for Completion shall be made in accordance with Clause 14.

## 18 DEFECT LIABILITY PERIOD

18.1. The Defect Liability Period shall be a period of 12 (twelve) months from the date of Completion mentioned in the Completion Certificate.

18.2. The Contractor warrants that during the duration of the Defect Liability Period, the Works shall be free of all Defects.

18.3. If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, EIL will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor

shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. At EIL's option and Contractor's expense, EIL shall have the right to provide labour in connection with such repair or replacement to the extent that such labor can be provided by EIL's then-current permanent employees working at during normal working hours. The Contractor shall provide for all additional labor required for such repair or replacement and shall bear all Costs and expenses associated with repairing or replacing any Work, including costs incurred by EIL in relation to providing labor, employees and personnel for any such repairs or replacement. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with EIL's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects under this Clause 18.3, the Works meet the Guaranteed Performance Levels.

18.4. If the Contractor fails to rectify any Defects in the Work during the Defect Liability Period, EIL (at its sole discretion) may:

(a) Carry out the work itself or by others, in a reasonable manner at the risk and Cost of the Contractor; In addition to the costs, EIL shall be entitled to claim 15% (fifteen percent) of such costs towards the genuine pre-estimated damages suffered by EIL; or

(b) If the Defect or damage is such that EIL has been deprived of substantially the whole of the benefit of the Works or part of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, EIL shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Goods and Materials to the Contractor and the provisions of Clause 32 shall not apply.

18.5. If the Defect or damage is such that it cannot be remedied expeditiously on the Site and if EIL gives consent, the Contractor may, remove from the Site for the purpose of repair any part of the Works, which is defective or damaged. The consent may require the Contractor to increase the amount of Contract Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to EIL.

18.6. If the repair or remedy of any Defect or damage is such that it may affect the performance of the Works, EIL may, within 30 (thirty) Working Days after such repair or remedy, require that certain tests be repeated as may be necessary to demonstrate compliance with the Guaranteed Performance Levels.

18.7. If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such part shall start again for a period of 12 (twelve) months from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge (**"Extended Defect Liability Period**").

## 19 FINAL COMPLETION CERTIFICATE

Upon the expiry of the Defect Liability Period (or Extended Defect Liability Period, as applicable), but subject to there being no outstanding obligation of the Contractor to rectify the defects notified during such period, EIL shall issue the Final Completion Certificate to the Contractor ("**Final Completion Certificate**"). The Contract shall not be considered to have



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been completed until the Final Completion Certificate has been signed by EIL and delivered to the Contractor, stating the date on which the Contractor has completed its obligations under the Contract. Only the Final Completion Certificate shall be deemed to constitute Approval of the Works by EIL.

## 20 COMPENSATION

20.1. If the Works and the Facility, or any part thereof, fails to meet the Guaranteed Performance Levels, then the Contractor shall pay to EIL Performance Compensation at the rates specified in the Contract ("**Performance Compensation**"). The liability of the Contractor towards Performance Compensation under this Clause 20.1 shall not exceed a sum that is greater than 10% (ten percent) of the Contract Price. The Parties acknowledge that the Performance Compensation are a genuine pre-estimate of and reasonable compensation for the losses and damages that will be suffered by EIL in the event that the Works, or any part thereof, fail to meet the Guaranteed Performance Levels and the Contractor irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the amount of the Performance Compensation are not reasonable.

20.2. EIL may:

(a) deduct and retain the amount of the Performance Compensation becoming due under Clause 20.1 from any sums due or which become due to the Contractor; or

(b) invoke the Contract Performance Bank Guarantee submitted by the Contractor to EIL; or

(c) require the Contractor to pay such amount to EIL within 28 (twenty eight) days from the date receipt of a written notice for such payment from EIL,

notwithstanding any Dispute between the Parties as to the amount due or the liability to make payment of the same.

20.3. The payment of the Performance Compensation does not in any way relieve the Contractor from any of its obligations to perform the Works or from any other obligations and liabilities of the Contractor under the Contract.

20.4. The Contractor agrees that the payment of Performance Compensation shall not affect the right of EIL to recover damages resulting from the breach of any other terms of this Contract, seek specific performance, or terminate the Contract pursuant to any other provisions hereof.

## 21 CONTRACT PRICE

21.1. In consideration of the full and complete discharge of the Contractor's obligations under the Contract, EIL shall pay to the Contractor the Contract Price at the time and in the manner set forth in the Payment Schedule, subject to such deductions and adjustments as may be permissible under the Contract.

### 21.2 For Lump-Sum Contract

The Contract Price is a fixed lump-sum price inclusive of all Taxes and shall not be subject to

any escalation, variation or alteration whatsoever throughout the Contract Validity Period, except as provided in the Contract or the Bidding Document; and includes any and all direct, indirect and ancillary costs, including profits, license, royalty and other fees, cost of all Goods and Materials, Plant and Contractor's Equipment and all other charges arising out of or in connection with the execution of the Works. The Contractor acknowledges and agrees that the lump-sum price and the rates set out in the Price Schedule and the Contract Price shall hold good till the completion of the Works and shall not be adjusted for any fluctuation in the market costs of labour or materials.

**21.3 For Item Rate Contract**

21.3.1 The Contract Price shall be deemed to include and cover the following:

(a) all costs, expenses, outgoings and liabilities of every nature and description and all risks whatsoever to be taken or which may occur in relation to the acquisition, loading, unloading, transporting, storing, fabricating any Plant, equipment or system or the execution, completion, testing, commissioning and/or handing over of the Facility to EIL;

(b) cost of all construction, Plant, Goods and Materials and all other items, materials and things required for incorporation in the Permanent Works or otherwise in execution of the Works, including cost of procuring Contractor's Equipment, supply of water and power, construction of Temporary Works/ Facilities, temporary roads, cost of labour, spares, fuel, stores and supplies to be provided or arranged in connection with the execution of the Works;

(c) cost of all Drawings and Designs, Contractor's Documents, plans, models, studies and other documents required to be prepared and furnished by the Contractor under the Contract;

(d) cost of mobilisation including, mobilisation of vehicles, machinery, equipment, tools, consumables and other items, goods and personnel necessary to commence the execution of the Works;

(e) cost of all Taxes, other than to the extent provided in Clause 22.0 below;

(f) cost of all rents, royalties, licenses, permits, permissions and other fees, duties, penalties, levies and damages payable on the performance of the Works including, the excavation, removal or transportation of any material or acquisition or use of any right of way or other rights, permits or privileges in connection with the performance of the Works;

(g) cost of all insurance(s) (including insurance premium) required to be obtained and maintained by the Contractor in terms of the Contract;

(h) cost of all inspections, tests and cost of items, instruments and/or tools required to conduct such inspections or tests;

(i) cost of all escalations including, Taxes, labour costs, cost of materials and other inputs;



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(j) cost of supervision, establishment overheads and financing;

(k) cost of all Contractor's indemnities under the Contract; and

(l) cost of all deductions, discounts, adjustments and withholdings whatsoever under or in connection with the Contract.

## 22 TAXES AND DUTIES

22.1. All the Taxes and levies payable in India whether under Central, State or Local laws applicable in India as well as those leviable outside India, shall form part of the Contract Price. The Contractor shall bear all the Taxes, duties, levies on the supply of Goods and Material and Plant (including customs duties payable on imported Goods and Materials and Plant) and on performance of the services, under Central, State or Local laws applicable in India as well as those leviable outside India.

22.2. In respect of Goods and Material and Plant to be supplied by the Contractor from within India the Ex-factory value of such Goods and Material and Plant and all the indirect Taxes leviable on the transaction between 'EIL and Contractor' shall be separately indicated in the Price Schedules (as indicated in the Price Schedule) along with the rate of Tax so applied in computing such indirect Taxes.

22.3. The Contract Price comprises the base price of the Goods and Material, Plant and services and the Taxes thereon and therefore the Contractor is mandatorily required to indicate the Taxes in the format prescribed under Price Schedules.

22.4. The customs duty shall be to the account of the Contractor and the Contractor shall be responsible for the timely payment of the custom duties to the relevant Government Authorities. EIL shall assist in provision of all necessary documents required by the Contractor to clear the Goods and Material and Plant on availing the benefit of any concessional rate of customs duty available.

The Contractor shall be responsible for, and shall exercise due diligence in properly classifying the Goods and Material and Plant, undertaking the payment of customs duties, and/ or otherwise complying with all Applicable Laws with respect to any import of the Goods and Material and Plant. In case EIL is exposed to any penal action (interest and/ or penalties) by the customs Authorities for incorrect declaration and/ or valuation of the Goods and Material and Plant by the Contractor, or otherwise on account of any breach of Applicable Laws in the course of the import of the Goods and Material and Plant, the Contractor shall indemnify and hold harmless, EIL for any and all costs, expenses or losses suffered or incurred by EIL in this regard.

22.5. EIL shall issue in accordance with relevant legislation, the requisite sales tax declaration forms (including but not limited to Form C for materials other than raw materials/consumables as defined elsewhere in the contract) to the Contractor in order to get the benefit of any concession in the rate of VAT/ CST, as the case may be. The Contractor shall provide relevant statutory declaration forms to EIL in accordance with relevant legislation, within the period specified under the relevant sales tax legislation.

22.6. Unless otherwise provided for in the Contract, the Contractor shall be solely liable for payment of the following amounts:

(a) all Taxes imposed and assessments made in relation to the Contractor's Equipment and the Works (including any Taxes applicable to the Works performed by the Subcontractors) which are payable in India;

(b) all contributions payable under Applicable Laws, awards or pursuant to any contract with an industrial or trade union or other association of employees; or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to the employees of the Contractor or any Subcontractor in respect of the Works, including Taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;

(c) all harbour dues, pilotage fees, port fees, wharf fees, unloading costs incurred in India in respect of any imported Contractor's Equipment;

(d) all direct Taxes, including income tax, profession tax and wealth tax for which the Contractor is the responsible party.

22.7. The Contractor and its Subcontractor/ vendor/ original manufacturer shall issue proper invoice, as stipulated under the customs, excise, VAT/CST, service tax and other Applicable Laws, and other necessary documents as may be relevant from time to time to enable EIL or any person designated by EIL to avail the credit of such Taxes, wherever applicable, paid by the Contractor or any Subcontractor/ vendor/ original manufacturer within the time period specified under the applicable legislation in this regard.

If EIL is not able to avail the credit (as indicated in the Price Schedule, unless otherwise mentioned in this Contract), partially or entirely because the Contractor or any Subcontractor/ vendor/ original manufacturer issued a defective invoice or failed to produce the requisite documents, then the Contractor shall immediately indemnify EIL for such loss of Tax credit which would be otherwise available to EIL. EIL, in such case, may, in its sole discretion, decide to recover such loss by way of deduction from payment due to the Contractor or invoking the Contract Performance Bank Guarantee.

22.8. The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Contractor or its Subcontractors/ vendor are performing their obligations under the Contract, shall be passed on to EIL.

22.9. Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to confirm to such laws and regulations and to pay the cost of such compliance. If requested by EIL/PMC, Contractor will furnish EIL/PMC the evidence of payment of applicable Taxes, in the country (ies) of the Contractor's and his sub-Contractor(s) and expatriate employees.



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EIL shall issue a Tax deduction or withholding certificate to the Contractor evidencing the Tax deducted or withheld and deposited by EIL on payments made to the Contractor to enable the Contractor to claim the credit of the Tax deducted or withheld by EIL.

22.10. The Contractor shall be solely responsible for all procedural compliances related to the payment of Taxes under the Contract and it shall protect, indemnify and hold harmless EIL, from any and all cost, penalty, claims or liability:

(a) to pay any Taxes assessed or levied by any competent Authority on the Contractor or its Subcontractors/ vendor / original manufacturer or on EIL for or on account of any act or omission on the part of the Contractor or its Subcontractors/ vendor/ original manufacturer; or

(b) on account of the Contractor's or its Sub-contractor's/ vendor's failure to file Tax returns as required by Applicable Laws or comply with reporting or filing requirements under Applicable Laws relating to Taxes; or

(c) arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the Contractor or its Subcontractors to any competent Authority in respect of Taxes; or

(d) arising from any proceedings initiated against EIL by any competent Authority in respect of any non-compliance, non-payment, short-payment of Taxes.

22.11. In case the Contractor is a foreign entity, it is mandatory to furnish the Contractor's Permanent Account Number (PAN), as per the Indian Income Tax requirements, failing which the Contractor shall be responsible for any additional Tax deduction at source as per the provisions of the Indian Income Tax Act/Rules. The PAN shall be furnished before release of any payment or within one month of award of work, which ever is earlier.

**22.12 Taxes, Duties and Levies in Foreign Countries**

The Contractor shall accept full and exclusive liability at his own Cost for the payment of any and all Taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by Contractor, his agents, Sub-Contractors and its/their respective employees for or in relation to this performance of this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered and included the same in its bid and the quoted price shall not be varied in any way on this account.

## 23 TERMS OF PAYMENT

### 23.1 Mobilization Advance

23.1.1 Contractor may ((if specified by it in its Bid and accepted by EIL) be provided a recoverable interest bearing Mobilization Advance up to a maximum of 10% (ten percent) of the awarded Contract Price towards Mobilisation and execution of the Works. Mobilization advance shall carry an interest rate as defined in the Contract.



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23.1.2 Mobilisation Advance shall be paid to the Contractor in two instalments subject to the fulfilment of the following conditions:

(a) First Instalment

5% (five percent) of awarded Contract Price shall be payable as the first instalment of Mobilization Advance, within 15 (fifteen) Business Days, after fulfilling the following formalities by the Contractor:

(i) Signing of the Contract Agreement by the Contractor;
(ii) Submission of the Contract Performance Bank Guarantee in accordance with Clause 9.4.2; and
(iii) Submission of the Mobilization Advance Guarantee in accordance with Clause 9.4.1. The Contractor may submit 2 (two) separate Mobilization Advance Guarantees, one against each instalment of the Mobilisation Advance (5% each instalment).

(b) Second Instalment

Balance 5% (five percent) Mobilisation Advance shall be payable to the Contractor after the Contractor has constructed a site office, storage shed, fabrication yard, etc. and has physically mobilised construction equipments and is ready to start the Works to the entire satisfaction of the Engineer-in-Charge and commencement of work at Site. Where the Contractor elects to submit 2 (two) separate Mobilization Advance Guarantees, one against each instalment of the Mobilization Advance, the second instalment of the Mobilization Advance will be released by EIL only upon receipt of the second Mobilization Advance Guarantee.

23.1.3 Recovery of Mobilisation Advance

The Mobilisation Advance together with the interest accrued, thereon, shall be recovered from each Running Bill @ 12% (twelve percent) of gross amount of each Running Bill in such a manner that the total Mobilization Advance and interest accrued thereon is recovered by the time approximately 85% (eighty five percent) of the Contract Price is paid to the Contractor. Balance amount, if any, shall be deducted in full from the pre-final Bill. Mobilization advance Bank Guarantee will be reduced accordingly on quarterly basis against the request of the Contractor.

23.1.4 If the Mobilization Advance has not been fully adjusted against the Running Bills within 30 (thirty) days of the expiration of the Time for Completion or pre-final bill whichever is earlier or immediately prior to termination under Clause 32, the whole of the balance of the Mobilization Advance then outstanding shall immediately become due and payable by the Contractor to EIL and EIL shall be entitled to call upon the Mobilization Advance Guarantee.

**23.2 Secured Advance**

23.2.1 EIL may provide a Secured Advance to the Contractor for non-perishable, non-fragile and non-combustible Goods and Materials brought on the Site for execution of the Works, in the following manner:

(a) in the case of steel, 75% of the value of the Goods and Materials on receipt



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of the Goods and Materials at the Site or 75% of the quoted value of corresponding SOR item in which the Goods and Materials are to be incorporated, whichever is lower, and Approval of the Goods and Materials by EIL/Engineer-in-Charge. **For cement, the Secured Advance will be released only when the Contractor has established proper storage and handling facility at the Site**;

(b) in the case of non-perishable Goods and Materials other than steel, 75% of the landed cost on receipt of the Goods and Materials at the Site or 75% of the quoted value of corresponding SOR item in which the Goods and Materials are to be incorporated, whichever is lower, and Approval of the Goods and Materials by EIL/Engineer-in-Charge (as per the list for Category B Items provided in SCC in the Bidding Document),

against submission of the following documents:

(a) vendor's/manufacturer's invoice with proof of full payment, indicating quantity, unit rate and amount of the procured Goods and Materials, with the lot/batch numbers, as applicable;

(b) in the case of imported Goods and Materials, copy of bill of lading, proof of payment of customs duty;

(c) original factory test and inspection certificate with the lot/batch numbers, wherever applicable;

(d) inspection release note signed by EIL/Engineer-in-Charge;

(e) an indemnity bond in the format set out at Appendix IV;

(f) copy of IMIR (Incoming Material Inspection Report) document duly authenticated;

(g) copy of insurance policy for full value of the Goods and Materials for which the Secured Advance is being provided (in respect of specific goods and materials mentioned elsewhere in the contract), including landed cost at the Site, during storage and erection against all risk insurance, obtained in the joint names of EIL and the Contractor with EIL as the first beneficiary.

23.2.2 The Secured Advance shall not be payable for items not mentioned in the Specifications or Contract or for such items payment on the supply of which is covered in the payment schedule.

23.2.3 The Secured Advance will be recovered from the Running Bills proportionate to the extent that the Goods and Materials in respect of which the Secured Advance was provided are incorporated in the Permanent Work. The balance amount if any will be recovered completely on the earlier of:

(a) 90% of the Contract Price being paid to the Contractor; and

(b) Submission of the Final Bill.

23.2.4 No interest shall be levied on the Secured Advance, provided that the Goods and Materials for which the Secured Advance is provided are incorporated in the Permanent Work within the agreed Works Completion Schedule. If there is any inordinate and inexcusable delay in incorporation of the Goods and Materials for which the Secured Advance is provided in the Permanent Work, EIL may levy interest at the rate as defined in the contract on the value of the



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unutilised Goods and Materials from the date on which such Goods and Materials were scheduled to be incorporated in the Permanent Work as per the Works Completion Schedule till the date on which the Goods and Materials are incorporated in the Permanent Work.

**23.3 Progressive Payments/On Account Payment**

23.3.1 (a) Where the Contract is a lump-sum Contract,

The Contractor shall submit to EIL, within 30 (thirty) days of the Effective Date, the Billing Schedule, which shall be taken into account by EIL when releasing payment of Running Bills.

Within 30 (thirty) Working Days of the receipt of such Billing Schedule, the Parties shall mutually agree upon the same. In the event that the Parties are not able to reach an agreement, EIL's decision regarding the Billing Schedule shall be final and binding on the Parties. Such Billing Schedule shall be deemed to be a Contractor's Document and shall form the basis of progressive payments of the Contract Price as stated in the payment terms, in accordance with this Clause 23.3.

(b) Where the Contract is an item rate contract:

(i) The Contractor may raise Running Bills, as specified below, every alternate month and if an ad hoc payment is made by EIL in respect of the intervening month, for the amount certified by the Engineer-in-Charge on the basis of a summary assessment made by the Engineer-in-Charge of the value of the Works performed by the Contractor during the intervening month, such ad hoc payment(s) shall be deducted from the amount(s) certified by the Engineer-in-Charge as payable on the next Running Bill raised by the Contractor.

(ii) Where a lump sum rate is stipulated in the Schedule of Rate(s) or otherwise in respect of any particular Work or part thereof and the Works are not, at any intervening stage, capable of measurement, the Running Bill to be prepared by the Contractor shall be prepared on the basis of a value assessment of the percentage of the particular Work or part thereof completed by the Contractor for which the lump-sum rate is stipulated in the Schedule of Rates, as certified by the Engineer-in-Charge.

23.3.2 (a) Within 7 (seven) days after completion of a Payment Milestone (in case of a lump-sum contract)/ individual item of Work (in case of an item rate contract), the Contractor must submit to EIL's Representative a Running Bill. Each Running Bill must set out:

(i) the estimated value of the Works executed by the Contractor and the Contractor's Documents produced until the date of the Running Bill (including Variations);

(ii) any amounts to be deducted on a pro rata basis towards the adjustment of the Mobilization Advance in accordance with Clause 23.1 above;

(iii) any interim ad-hoc payments made by EIL in accordance with Clause 23.3.1(b)(i) above;



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(iv) any other additions or deductions which may have become due under the Contract or otherwise, including those under Dispute; and

(v) the deduction of amounts certified in all previous Running Bills and paid by EIL to the Contractor in accordance with Clause 23.

(b) Each Running Bill must contain the Contractor's certification with supporting documentation:

(i) that each obligation, item of cost or expense mentioned in that Running Bill has been properly incurred and is a proper charge and that all physical progress is as represented;

(ii) that it has reviewed all financial and budget data contained in the Running Bill and the same is true and complete;

(iii) that the quality of all completed Works is in accordance with the Specifications;

(iv) that each obligation, item of cost or expense has not been the basis of any previous payment (unless the amount of the payment was subsequently reimbursed to EIL); and

(v) that all the requisite original statutory declarations or forms or documents, challans, required for availing of any Tax concessions or rebate or refund or credits or set-off or discounts as prescribed under any of the Applicable Laws for the time being in force in India have been submitted.

(c) Within 30 (thirty) Business Days after receipt of a Running Bill submitted in full compliance with Clause 23.3.2 and not more than once a month, EIL shall endeavour to pay the amount requested or pay a lesser amount as it or the Engineer-in-Charge determines is properly due, in each case less any amounts retained, withheld or set off in accordance with the terms of the Contract subject to EIL's right under Clause 23.7 to set off against amounts due from the Contractor. If less than the full amount of the Running Bill is paid, EIL shall state in writing the reasons for paying the lesser amount. Notwithstanding anything contained in this Clause 23.3.2 (c), EIL may, at its sole discretion, release 75% of the amount of a Running Bill, as certified by the Engineer-in-Charge, within 7 (seven) Business Days from the receipt of the Running Bill.

### 23.4 Payments Withheld

EIL may withhold from any payment due to the Contractor amounts EIL deems reasonably necessary or appropriate because of any one or more of the following reasons:

(a) Defects and deficiencies in any Works, whether or not payment has been made in relation to that part of the Works;



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(b) failure by the Contractor to provide certificates of insurance or insurance policies in accordance with the terms of the Contract;

(c) reasonable evidence that completion of the Works will not occur within the Time for Completion;

(d) failure, in any material respect, to perform the Works or any of the Contractor's other obligations under the Contract;

(e) any overpayments made by EIL in a previous payment;

(f) any payment required to be withheld under any Applicable Laws;

(g) a dispute exists as to the accuracy or completeness of any Running Bill (but only with respect to the amount then in dispute);

(h) amount of Taxes which EIL may have to pay if conditions of Clause 22 are not fulfilled; and

(i) any amount expected to be paid by EIL to any person, on behalf of the Contractor or its affiliates under any agreement or any Applicable Laws for the time being in force or any court order or any other reason or purpose.

(j) Any amount otherwise specified under the Contract, as being deductible from the payments to be made by EIL to the Contractor.

**23.5 Final Payments**

23.5.1 Within 15 (fifteen) days after receipt of the Completion Certificate, the Contractor must submit a payment claim and endorse it as the "**Final Bill**". The Contractor must include in that claim:

(a) statements for the Contract Price, summarising and reconciling all previous payments made by EIL and adjustments in the Contract Price; and

(b) any further sums which the Contractor considers to be due to it under the Contract.

23.5.2 Except as provided in Clause 23.5.4, within 90 (ninety) Business Days after the receipt of the Final Bill complete in all respects in accordance with the Contract, EIL must pay to the Contractor the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, less any disputed amounts, subject to EIL's right under Clause 23.7 to set off against amounts due from the Contractor. If the amount that the Contractor owes to EIL under Clause 23.7 is greater than the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, then the Contractor must pay the excess amount which is a debt due and payable to EIL within 90 (ninety) days after EIL's receipt of the Final Bill.

23.5.3 After the expiry of the 15 (fifteen) days period referred to in Clause 23.5.1, a claim which the Contractor was entitled to make, but has not made in the Final Bill, is barred and the Contractor waives any right to bring such a claim.

23.5.4 The amount certified in the Final Bill will not become due under Clause 23.5.2 until the Contractor submits to EIL:

(a) a certificate of release certifying that the Contractor waives all rights to bring any claims which the Contractor is entitled to make, but which are not included in the Final Bill;

(b) if requested by EIL, other data establishing payment or satisfaction, including receipts, releases, and waivers as may be required by EIL;

(c) a confirmation from the Contractor that there has been no Change of Law that it has not notified EIL which may result in a reduction in the Contract Price; and

(d) any and all outstanding documentation required to be given to EIL by the Contractor.

23.6. No interim payment by EIL constitutes acceptance by EIL of the Works or any part thereof, or releases the Contractor from any of its obligations or liabilities under the Contract.

23.7. Payment of the amount mentioned in the Final Bill by EIL shall not mean release of the Contractor from all of its liabilities under the Contract. The Contractor shall be liable to fulfill and discharge all his liabilities and responsibilities under the Contract until the end of the Contract Validity Period and release of the Contract Performance Bank Guarantee.

23.8. Without limiting Clause 23.4 and 23.5, EIL may at any time deduct from any moneys which are or may be payable to the Contractor (including security), any sums which may be or are payable by EIL pursuant to the Contract. Nothing in this Clause 23.8 affects the right of EIL to recover from the Contractor, the whole of the debt or any balance that remains owing after any deduction.

23.9. If the Contractor fails to pay a Subcontractor on time such sum as is properly due under the agreement between the Contractor and such Subcontractor, then EIL may, on behalf of the Contractor, make the payment direct to the Subcontractor and the amount so paid will be a debt due and payable from the Contractor to EIL.

**23.10 Mode of Payment**

23.10.1 Subject to the other provisions of the Contract, if the execution of the Works shall necessitate the importation into India of materials, plant or equipment or if the Works or any part thereof are to be executed by labour from outside India, a portion of the payments to be made under the Contract shall be made in the appropriate foreign currencies as requested in the Bid and accepted by EIL.

23.10.2 All payments required to be made by EIL to the Contractor shall be made by wire transfer to an account or accounts to be designated by the Contractor, which is maintained by the Contractor: (a) for payments in Indian currency, with a bank or banks in India; and (b) for payments in foreign currency, with a bank or banks in the country in which the payment is to be received. EIL's liability to make payment shall be deemed to have been discharged when the amount due is deposited in the accounts or accounts designated by the Contractor for this purpose and subject to all acts necessary to initiate the relevant wire transfer being completed within the time stipulated for making payment of the amount due, any delay within the international or

domestic banking system in the transfer of such amount to the Contractor's account or accounts shall not give rise to a claim that EIL is in breach of its payment obligations under the Contract.

**23.11 Measurement**

23.11.1 All measurements under this Contract 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 out in the Contract notwithstanding any provision(s) in the relative standard method of measurement or any other general or local custom to the contrary.

23.11.2 All measurements shall be taken jointly by the Engineer-in-Charge or his representative on the one hand and the Contractor or the Contractor's Representative on the other hand and the Contractor shall be bound to present the Contractor's Representative for measurement(s) whenever so required by the Engineer-in-Charge and the Contractor's Representative shall remain present throughout the time required for joint measurements.

23.11.3 If the Contractor absents itself for any reason whatsoever on the date appointed for joint measurements, the measurements shall be taken by the Engineer-in-Charge or its representative in the absence of the Contractor and such measurements signed by the Engineer-in-Charge or its representative shall be final and binding upon the Contractor.

23.11.4 Measurements shall be signed and dated on each page by the Contractor or the Contractor's Representative and the Engineer-in-Charge or his representative. If the Contractor objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be signed by the Contractor's Representative and the Engineer-in-Charge or its representative. In the absence of any noted objections, the Contractor shall be deemed to have accepted the relative measurements as entered in the measurement book and shall be barred from making or recording any objection in respect of the measurements recorded in the measurement book.

23.11.5 All measurement(s) relative to which any objection(s) have been noted in the measurement book shall be submitted to the Engineer-in-Charge for its decision and the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

23.11.6 In case of discrepancy between measurement of work specified in the special conditions of contract , Standard Specification/ Job Specification, Schedule of Rates etc., precedence shall be given in following order:

a) Measurement of works as specified in Special Conditions of Contract.
b) Measurement of works as mentioned in Standard Specification/ Job Specification.
c) Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.

In case the clarity is not available through (a), (b) & (c) above, then it shall be as prescribed by the Bureau of Indian Standards ("**BIS**") and if it does not so prescribed by BIS, then measurement of works shall be as decided by Engineer-in-Charge, which shall final and binding upon the Contractor.

23.11.7 Wherever the unit of items has been indicated as lumpsum, the payment shall be made on lumpsum basis on completion & no mode of measurement shall be applicable.



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## 24 VARIATION

24.1. EIL may at any time during the performance of the Works instruct the Contractor, by issuing a written notice, to carry out a Variation ("**Variation Order**"); and the Contractor must perform and be bound by a Variation. EIL shall not propose a Variation which:

(a) will have a material adverse effect upon the Contractor's ability to cause the Works to meet the Guaranteed Performance Levels upon completion of the Facility;

(b) is not technically feasible, such feasibility being determined in accordance with Good Industry Practice.

24.2. The Contractor may propose to EIL any Variation which the Contractor considers necessary or desirable to improve the quality, efficiency, reliability, operability, maintainability or safety of the Facility. EIL may, in its absolute discretion, Approve or reject any Variation proposed by the Contractor. Any Approval must be notified to the Contractor.

24.3. Notwithstanding anything contained in Clauses 24.1 and 24.2, a Variation made necessary due to any act, omission or default of the Contractor in the performance of its obligations under the Contract will not result in any payment to the Contractor or an increase in the Contract Price.

24.4. No Variation shall invalidate the Contract. The Contractor agrees that a Variation may involve the omission of any part or parts of the Works and the Contractor agrees that EIL may engage others to perform that part or parts of the Works which have been omitted. The Contractor further acknowledges that any omission or omissions will not constitute a basis to allege that EIL has repudiated the Contract no matter the extent or timing of the omission or omissions.

24.5. Within 15 (fifteen) days of receipt of the direction referred to in Clause 24.1, the Contractor must prepare and submit to the Engineer-in-Charge a statement setting out:

(a) detailed particulars of the Variation;
(b) the work required or no longer required;
(c) an estimate of the increase or decrease in the Contract Price;
(d) any requisite adjustment to Works Completion Schedule; and
(e) any proposed modifications to the Contract and/or any effect such Variation would have on the Works and/or on any other provisions of the Contract.

24.6. EIL may accept the offer given under Clause 24.5 or request the Contractor to submit revised estimates. If EIL accepts any offer it shall issue an instruction identifying the offer that is being accepted and requesting the Contractor to proceed with the Variation.

24.7. If agreement of an estimate is not reached under Clause 24.6, EIL may issue an instruction to the Contractor to proceed with the Variation and:

(a) the Variation will be valued under Clause 24.8(b);
(b) the Contractor's right to an extension of the Time for Completion will be determined under Clause 14.



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24.8. The valuation of the Variation shall be calculated as follows:

(a) by agreement by making reference to the cost of similar or analogous work being executed by the Contractor under the Contract; or

(b) failing agreement under Clause 24.8(a), the Engineer-in-Charge will determine the valuation.

Clause 35 shall apply to this Clause 24.8.

24.9. If a Variation results in a reduction of the time required to complete the Works, the Engineer-in-Charge may determine a reasonable reduction and notify the Contractor of the revised Time for Completion and other dates as set out in the Works Completion Schedule.

**24.10 Quantity of Works**

24.10.1 The quantities set out in the Price Schedule are estimated quantities for the execution of the Works and such quantities shall not be taken as the actual and correct quantities required for the execution of the Works. The Contractor shall be paid only for the actual quantities of Works executed by it on the basis of the rates set out in the Price Schedule and in accordance with the Payment Schedule and other relevant provisions of the Contract.[1]

24.10.2 Notwithstanding anything to the contrary in Clause 21 and this Clause 24.10, variations in the quantities of the items set out in the Price Schedule shall be paid for by EIL in the following manner:[2]

(a) There shall be no variation in the rates of the items specified in the Price Schedule as a result of any increase in the total Contract Price up to 25% (twenty five percent);

(b) If the increase in the total Contract Price is likely to be more than the limit specified in Clause 24.10.2 (a) above, the rates for the additional quantities shall be mutually agreed between EIL and the Contractor, duly accounting for savings, if any, that may be available to the Contractor in case of increased quantities.

24.10.3 The Contractor shall be bound to notify the Engineer-in-Charge at least 15 (fifteen) Working Days before the necessity arises for the variation in the quantities of item(s) set out in the Price Schedule, in excess of the limits of variation specified above. If the Engineer-in-Charge and the Contractor are unable to agree on the revised rates on account of variation in quantities of item(s) in excess of the limits mentioned above, the revised rates of such varied quantities of item(s) shall be determined in accordance with Clause 35, pending which the Contractor shall be bound to perform the Works in relation to such varied quantities in accordance with the Contract.

24.10.4 There shall be no variation in the rates of the items specified in the Price Schedule, unless specifically, mentioned else where in the Bidding Document as a result of any decrease in the total Contract Price and the Contractor shall not be entitled for any compensation in this regard.

[1] This Clause is not applicable if the Contract is a lump-sum price contract
[2] This Clause is not applicable if the Contract is a lump-sum price contract



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24.10.5 Except as provided in Clause 24.10.2 above, the quantities of the Works stated in the Price Schedule are indicative and as such (in case of item rate tender) do not form part of the Contract and EIL shall neither be liable for any increase or decrease in the actual quantities of the Works performed, nor shall such increase or decrease in the actual quantities of the Works performed form the basis of any alteration of the rates quoted in the Price Schedule or for any claim for additional compensation, damages or loss of profits. Notwithstanding the quantities mentioned in the Price Schedule and the Contract Price mentioned in the Letter of Award, the Contractor shall only be entitled to payment in respect of actual quantities of the Works performed by it.

24.10.6 The quantities of the Works and the gross value of the Works actually performed by the Contractor as valued on finalisation of all dues to the Contractor is the sole liability of EIL towards the Contractor and the Contractor shall not be entitled to any compensation in addition to such amounts.

## 25 CHANGE IN LAW

25.1. In the event that the Contractor reasonably considers that there is a Change in law as a result of which the Contractor suffers an increase in Cost or reduction in net financial burden payable with respect to execution of the Works, the Contractor shall give notice to the Engineer-in-Charge as soon as is reasonably practicable with:

(a) details of the Change in Law;
(b) any other information which the Engineer-in-Charge reasonably requires (including the Contractor's estimate of any increase or decrease in the Contract Price incurred by it as a consequence of a Change of Law, any Variation for making the Works compliant with the Change in Law and/or changes to the Works Programme that will be incurred in complying with that Change of Law).

25.2. If the Change of Law requires a Variation or the Contractor is beneficially affected by a Change of Law, the Engineer-in-Charge must within 14 (fourteen) Working Days of receiving the Contractor's notification under Clause 25.1 provide a direction to either:

(a) proceed with the Variation as proposed by the Contractor or as deemed appropriate by EIL; or
(b) vary the Works on a different basis as directed by EIL; or
(c) not proceed with the Works in which event the Contractor will be relieved of its obligations to comply with the subject of the Change in Law.

25.3. If the Engineer-in-Charge provides a direction under Clauses 25.2(a) and 25.2(b), such direction will be treated as a Variation to which the provisions of Clause 24 will apply.

25.4. To the extent that a Change of Law causes the Contractor to incur more Cost or less Cost than it would otherwise have incurred, the difference shall be compensated by EIL or the benefit of lower Costs shall be passed on to EIL by the Contractor, as the case maybe. The Contractor shall produce sufficient proof and estimate of increase in Costs for EIL's consideration.

## 26 SUSPENSION

26.1. The Engineer-in-Charge may at any time by issuing a written order ("**Suspension Order**") to the Contractor (with a copy to EIL) suspend the execution of part or all of the Works including: (a) delivery of Contractor's Equipment which is ready for delivery to the Site; or (b) the erection of the Plant or part thereof which has been delivered to the Site; or (c) testing and commissioning of the Works.

26.2. The Suspension Order may be issued by the Engineer-in-Charge under the following circumstances:

(a) Due to Contractor's default under the following circumstances:

(i) any act, default, omission or breach by the Contractor or for some default or breach by the Contractor reasonably anticipated by the Engineer-in-Charge; or

(ii) for the proper execution of the Works; or

(iii) existence of any emergency on the Site or at any place where the Works (or any part thereof) are being executed leading to unsafe conditions; or

(iv) as a consequence of any action by a statutory authority; or

(v) failure to furnish Contract Performance Bank Guarantee or Mobilization Advance Guarantee or renewal of such guarantees.

(b) For any other reason which the Engineer-in-Charge thinks reasonable.

26.3. Upon issuance of any Suspension Order under Clause 26.1, the Contractor shall protect, store and secure such part or whole of the Works or any Plant or Contractor's Equipment to which the Suspension Order relates to, against any deterioration, loss or damage and shall not remove any goods or equipment (including any Goods and Materials and Plant) from the Site without the prior written consent of the Engineer-in-Charge, during the entire suspension period. The Contractor shall take all steps to minimize cost and losses to EIL due to suspension and shall meet the Engineer-in-Charge on a regular basis.

26.4. On issuance of the Suspension Order due to events specified in Clause 26.2(a), the Contractor shall within 10 (ten) days undertake all necessary steps (including such steps as instructed by the Engineer-in-Charge) to remedy the circumstances leading to Suspension Order and immediately inform the Engineer-in-Charge on completion of such actions. Within 7 (seven) Working Days of receipt of such intimation from the Contractor, if the Engineer-in-Charge is satisfied that his instructions above have been fulfilled and complied with, issue a letter instructing the Contractor to resume the Works or such part of the Works that are subject of a Suspension Order. If the Engineer-in-Charge is of the view that such instructions have not been complied, the Engineer-in-Charge shall identify by means of further written notice the additional action required to be taken by the Contractor before any instruction to resume can be given.

26.5. The Engineer-in-Charge may at any time instruct the Contractor to resume the Works or such part of the Works that are subject of a Suspension Order, in which case the Contractor shall do

so as soon as is reasonably practicable and in any event within 5 (five) days of receiving such instructions. The Contractor shall, after notice to the Engineer-in-Charge, and together with the Engineer-in-Charge, examine the Works, Plant, Goods and Materials affected by the Suspension Order. The Contractor shall make good any deterioration or Defect in or loss of/ to the Works, Plant, Goods and Materials, which has occurred during the suspension.

26.6. The Contractor shall under no circumstances be entitled to any extension of the Time for Completion or claim for any monetary compensation where Suspension Order has been issued by the Engineer-in-Charge under Clause 26.2(a).

26.7. Notwithstanding anything contained in the Contract, the Contractor shall not be entitled to any Costs for preserving the Works during the period of suspension caused due to any Force Majeure event.

## 27 FORCE MAJEURE

27.1. Neither Party is responsible for any failure to perform its obligations under the Contract, if it is prevented or delayed in performing those obligations by an event of Force Majeure.

27.2. An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("**Affected Party**") and which by the exercise of reasonable diligence the Affected Party was unable to prevent and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:

(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, radio active 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.

27.3. Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event 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. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of its obligations under the Contract and



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notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.

27.4. Upon completion of the event of Force Majeure the Affected Party must as soon as reasonably practicable recommends the performance of its obligations under the Contract. Where the Affected Party is the Contractor, the Contractor must provide an amended Works Programme rescheduling the Works to minimise the effects of the prevention or delay caused by the event of Force Majeure.

27.5. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

27.6. The Contractor has no entitlement and EIL 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.

27.7. 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 27, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

27.8. 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.

## 28 INTELLECTUAL PROPERTY

28.1. The Contractor (with full title guarantee) hereby grants to EIL a royalty-free, irrevocable, non-exclusive licence to use, modify and reproduce the Contractor's Documents and any Intellectual Property contained in the Facility, the Works and the Contractor's Documents for any purpose whatsoever connected with the Facility; and the licence hereby granted shall carry the right to grant sub-licences and shall be transferable to third parties. This licence does not include a licence to reproduce the Intellectual Property contained in the Works and the Contractor's Documents for any other project undertaken by EIL or any third person.

28.2. EIL shall grant or shall grant to the Contractor a royalty-free, exclusive licence to use the Background Information and any Intellectual Property contained in the Background Information for the sole purpose of the performance of the Contractor's obligations under this Contract. The Contractor shall have no right to create any copies of, reproduce or to disclose the Background Information to any third Persons without the prior written consent of EIL, except in favour of the Contractor's Personnel and its Subcontractors (provided that the Contractor's Personnel and its Subcontractors shall be bound by the terms of the license granted under this Clause 28.2).

28.3. The Contractor warrants and represents that:

(a) it has all rights and licences necessary to grant, assign and transfer to EIL licences to the Contractor's Documents and any Intellectual Property contained in the Works and the Contractor's Documents in accordance with this Contract;
(b) it has no title or ownership to the Background Information and shall make no claim against or create any encumbrance over the Background Information or any Intellectual Property therein;
(c) no infringement of any Intellectual Property of any kind of any third Person will result from the performance of this Contract; and
(d) it has paid all royalty on any and all Intellectual Property licensed by it

28.4. The Contractor acknowledges that the Contractor is the author of the Contractor's Documents referred to in Clause 28.1 and the Contractor waives any moral rights which the Contractor might otherwise possess and the Contractor shall obtain a waiver of all rights that any of its employees, agents or Subcontractors may have pursuant to Applicable Laws in relation to the Contractor's Documents.

28.5. The Contractor shall, if so requested by EIL, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to EIL the rights referred to in this Clause 28.

28.6. If, consequent to an infringement of Intellectual Property, the Contractor is prevented from performing the Works, or EIL is prevented from using the Works or the Contractor's Documents, the Contractor shall at its own expense and at its option:

(a) procure for EIL the right to continue using the Works and the Contractor's Documents or any portion thereof;

(b) re-perform the Works or part thereof, or replace the Contractor's Documents or part thereof with a non-infringing plant and equipment or part thereof; or

(c) modify the Contractor's Documents or part thereof so it becomes non-infringing.

28.7. The Contractor shall indemnify EIL, the Engineer-in-Charge and their officers, employees, agents from and against all claims, liability, loss, damage costs and expenses (including but not limited to legal costs) arising out of any claim that any Intellectual Property contained in the Works or the Contractor's Documents or any use of such Intellectual Property by or on behalf of EIL infringes the Intellectual Property of a third party.

28.8. The Contractor shall pay all royalties and license fees, if any, for materials, apparatus, methods, processes, systems, software or other Intellectual Property rights purchased or used by Contractor or any Subcontractor for execution of the Works. The Contractor represents and warrants that except for amounts included in the Contract Price, no royalties or other payments are due or payable by EIL or any other Person in respect of the Intellectual Property used by the Contractor or any Subcontractor in relation to the Works.



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## 29 REPRESENTATIONS AND WARRANTIES

### 29.1 General Representations and Warranties

The Contractor makes the following representations and warranties to EIL each of which is true and correct during the term of the Contract:

(a) it has been incorporated as a company under the laws of India and is validly existing under those laws;

(b) it has power to enter into the Contract and comply with its obligations under it;

(c) the Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers or its directors to be exceeded;

(d) it has in full force and effect the authorisations necessary for it to enter into the Contract and the transactions under it;

(e) its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms of the Contract;

(f) it is not in breach of any Applicable Law or obligation affecting it or its assets in a way which may result in a material adverse effect on the business or financial condition of the Contractor;

(g) there is no pending or threatened proceeding affecting the Contractor or any of its assets that would affect the validity or enforceability of the Contract, the ability of the Contractor to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of the Contractor;

(h) there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable;

(i) it has the necessary skills and experience to perform the Works in accordance with the Contract;

(j) it owns or has the right to use or provide to EIL all Intellectual Property necessary to perform its obligations under the Contract; and

(k) it will perform its obligations under the Contract and conduct its business with a high level of integrity which is reasonably expected of an international contractor of similar size and profile, conducting a similar line of business, and will not engage in any corrupt or fraudulent practices.

### 29.2 Warranties related to Works

Without prejudice to any other warranties expressed elsewhere in the Contract, and despite any inclusion of EIL's documents in the Contract (including in the Specifications) or any Approval



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given or withheld by EIL under the Contract, the Contractor warrants:

(a) the Works will be performed with all the skill and care to be expected of appropriately qualified and experienced contractors with experience in performing works and services of a similar size, type, nature and complexity to the Works and in accordance with Good Industry Practice;

(b) the Works will be performed in accordance with, all the requirements in the Contract and the Specifications, by properly qualified and accredited personnel, for the Contract Price and by the Time for Completion;

(c) the Works will be performed with the highest regard for safety and protection of the environment and so that the Facility is capable of being operated and utilised in accordance with all Applicable Laws and the Contract;

(d) the Works will be fit for their intended purpose as described in, or reasonably inferable from, the Contract;

(e) the Works utilise proven technology, being a technology that has operated commercially at other coal fired power stations of similar net output capacity and which, as of the date of the Contract, is capable of being insured on a reasonable commercial basis; and

(f) the Works will comply with all Applicable Laws.

## 30 INDEMNITY

30.1. The Contractor shall indemnify and hold harmless EIL, the Engineer-in-Charge, their advisors, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Contractor or any act or omissions of the Contractor, its representative or its employees, agents, and sub-contractors in the execution of the Works, including any professional services provided by the Contractor.

30.2. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:

(a) Sickness, disease or death of, or injury to any person;

(b) Loss of, or damage to, or destruction of any property;

(c) Loss, damage or costs arising from the carriage of Goods and Materials and/or ownership or chartering of marine vessels by the Contractor, or Subcontractor of any tier.

The Contractor shall also indemnify and hold harmless EIL from and against all claims and proceedings on account of infringements of patents rights, design, trademark, etc., as detailed out in Clause 28.



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30.3. All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to EIL with reference to the actual loss or damage sustained by EIL. The decision of the Engineer-in-Charge as to compensation claimed shall be final and binding.

30.4. Notwithstanding anything in the Contract to the contrary, no liabilities owed by the Contractor to EIL that is covered by insurance obtained by the Contractor or EIL pursuant to Clause 33 is included in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the Contract.

30.5. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**30.6 Contractor's Care of the Works**

The Contractor shall take full risk and responsibility for the care of the Works, or any part thereof, including full risk and responsibility for the care of the Works being constructed/ installed, or stored off-Site for inclusion in the Works, until the date of issue of the Completion Certificate, when risk and responsibility shall pass to EIL.

## 31 LIMITATION OF LIABILITY

31.1 The aggregate total liability of the Contractor to EIL under the Contract shall not exceed the total Contract Price, except that this Clause 31 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.

31.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.



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## 32 TERMINATION

### 32.1 Termination for Convenience

EIL 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 (fourteen) 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.

### 32.2 Termination Due to Contractor's Default

The Contract may be terminated by EIL, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Contractor (each a "**Contractor's Event of Default**") by issuing a notice to the Contractor, stating the intention of EIL to terminate the Contract:

(a) fails to complete Mobilisation within the Time for Mobilisation under Clause 9.3;

(b) commits a material breach of its obligations under the Contract;

(c) abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;

(d) fails to adhere to the Specifications and/or Variations in terms of the Contract;

(e) the Contract Price is reduced to the maximum extent specified in Clause 13.2, yet the delay in respect of which the reduction was made continues to subsist;

(f) a petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction, except voluntary change in partnership/ constitution of Contractor's organisation (if a partnership/ Company) or liquidation for the purpose of amalgamation or reconstruction subject to EIL's acceptance to continue the Contract with the re-constituted firm/ company.

(g) Contractor fails to replace or remedy Defective Work pursuant to Clause 9.1.18;

(h) Contractor's liability for compensation under Clause 20 reaches 10 % (ten percent) of the Contract Price and the Defect for which the compensation are/were charged continues to exist;

(i) gives any warranty or makes any representation under the Contract which is found to be false or misleading;

(j) fails to furnish or renew the Contract Performance Bank Guarantee;

(k) fails to obtain and maintain insurance in accordance with its obligations under the Contract; or



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(l) commits any default under any Applicable Law.

32.3. If the Contractor fails to remedy or rectify the default stated in the notice issued by EIL under Clause 32.2 within 30 (thirty) days of receipt of such notice, EIL shall be entitled to terminate the Contract by issuing a termination notice and expel the Contractor from the Site (but without thereby releasing the Contractor from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on EIL under the Contract up to the date of termination). However, in case of events specified in Clause 32.2 (c) and (f), EIL shall be entitled to immediately terminate the Contract without giving any notice to the Contractor.

**32.4 Procedure on Termination**

32.4.1 Upon termination of the Contract under Clause 32.3:

(a) EIL may complete the Works and/or arrange for other entities to do so at the risk and Cost of the Contractor. EIL and its entities may then use the access roads, the Contractor's Documents and all other facilities made by or on behalf of the Contractor;

(b) Call upon the whole or such portion of the Contract Performance Bank Guarantee amount as EIL may consider fit;

(c) Recover from the Contractor the cost of carrying out the balance Works in excess of the sum which the Contractor would have been paid according to the Final Bill, if the Works had been carried out and completed by the Contractor under the terms of the Contract. The amount to be recovered may be deducted by EIL from any amount due to the Contractor under the Contract. Any amount outstanding to EIL under this Clause 32.4.1(c) shall be recovered from the Contractor as a debt due;

(d) Enter upon the Site and expel the Contractor. EIL may, to the exclusion of any right of the Contractor, take over and use, without payment to the Contractor, any Contractor's Equipment, materials, goods, machinery or other items which are on the Site in connection with the Works for any reasonable period as EIL considers necessary for the performance and completion of the Works.

32.4.2 Upon termination of the Contract under Clause 32.3, the Contractor must either immediately or upon any date as is specified in the notice of termination:

(a) cease all further work, except for any work EIL may specify in the notice of termination;

(b) terminate all Subcontracts, except those to be assigned or novated to EIL in accordance with paragraph (d) below;

(c) deliver to EIL the parts of the Works performed by the Contractor up to the date of termination;

(d) to the extent legally possible assign or novate to EIL all right, title and benefit of the Contractor to the Works as at the date of termination, and, as may be required by EIL, in any subcontracts between the Contractor and its Subcontractors;

(e) subject to Clause 32.4.1(d), remove all Contractor's Equipment, surplus materials (as per Clause 9.12.2 (b), scaffolding from the Site, dismantle and remove its Site offices and quarters and other Temporary Works and structures and repatriate the Contractor's Personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and

(f) deliver to EIL all documents prepared by the Contractor in connection with the Works as at the date of termination.

Should the Contractor fail to comply with the provisions of sub-Clause (e) above, EIL shall have the right, at the sole risk and Cost of the Contractor, to clear the Site of all rubbish, scaffolding, surplus materials, Contractor's Equipment, machinery, dismantle and remove the Contractor's Site offices and other Temporary Works and store, sell, dispose of and/or otherwise deal with any of the above and the Contractor shall forthwith on demand pay EIL the costs and expense incurred by EIL in this regard with an additional amount equivalent to 15% (fifteen percent) of such costs and expenses to cover EIL's overheads. EIL shall have the right to recover such amounts from: (i) the proceeds of any sale of disposal of the Contractor's Equipment, machinery, surplus materials, Temporary Works or other items removed from the Site; and (ii) any amounts due to the Contractor under the Contract.

Nothing contained in this Clause or otherwise in the Contract shall constitute EIL as a trustee or bailee for or in respect of any of the Contractor's Equipment, surplus materials, machinery or other items or things removed, cleared, demolished or dismantled as mentioned above and EIL shall not be bound by any duty of care in respect thereof.

32.4.3 Notwithstanding anything contained in Clause 32.4.2 above, upon termination of the Contract, EIL may require the Contractor to:

(a) complete or take to an intermediary stage of completion any item of the Works already commenced by the Contractor; and

(b) take such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the Works already completed by the Contractor.

**32.5 Payment on Termination**

32.5.1 If the Contract is terminated under Clause 27.7 or 32.1, the Contractor is entitled to be paid:

(a) the Contract Price attributable to the Works performed as at the date of termination, or in the case of a termination under Clause 27.7, the commencement of the relevant event of Force Majeure; and

(b) the costs, if any, necessarily incurred in performing the work (if any) specified in the notice of termination issued by EIL under Clause 31 or as instructed by EIL pursuant to Clause 32.4.3; and

(c) if the Contract is terminated in accordance with Clause 31, additionally (but without duplication):

(i) the costs reasonably incurred by the Contractor in terminating any subcontracts

as a result of the termination of the Contract; and

(ii) the costs reasonably incurred by the Contractor in the repatriation of the Contractor's and the Subcontractor's employees,

less the aggregate of all previous payments allocated to the Works. Any sums due to EIL from the Contractor accruing prior to the date of termination or the commencement of the relevant event of Force Majeure (as the case may be) 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 that negative sum to EIL within 15 (fifteen) days of EIL raising an invoice for that amount.

The Contractor agrees and acknowledges that payment of termination compensation in terms of this Clause 32.5.1 shall be the sole and exclusive liability of EIL and the sole and exclusive remedy of Contractor, with respect to a termination of the Contract under Clause 32.1 or Clause 27.7.

32.5.2 If the Contract is terminated under Clause 32.3, EIL will not be bound to make any further payment to the Contractor until the full and final cost of completion of the Works by EIL or other contractors and all damage, loss or expense suffered or incurred by EIL as a result of the termination of the Contract have been ascertained.

32.5.3 Upon all cost, damages, loss and/or expense being ascertained under Clause 32.5.2, the Engineer-in-Charge must issue a certificate stating the total amount of the cost of completing the Works and any damage, loss or expense suffered or incurred by EIL as a result of the termination of the Contract.

32.5.4 If the Contract Price attributable to the Works performed as at the date of termination less the aggregate of: (a) all previous payments allocated to the Works which have been paid to the Contractor; and (b) the amount stated in the certificate under Clause 32.5.3,

(a) is a positive amount payable to the Contractor, then EIL must pay such amount to the Contractor within 15(fifteen) Business Days of the issuance of the certificate pursuant to Clause 32.5.3; or

(b) is a negative amount payable to the Contractor, then an amount equal to that negative sum will be a debt due and payable to EIL by the Contractor and the Contractor must pay such amount to EIL within 15 (fifteen) days of EIL raising an invoice for that amount.

## 33 INSURANCE

33.1. EIL shall at its own Cost, take out and maintain in effect, or cause to be taken out and maintained in effect, during the execution of the Works, a comprehensive Erection All Risks Policy ("**EIL's Insurance**").

33.2. Without prejudice to Clause 33.1, the Contractor shall be required to take out and maintain at all times during the subsistence of this Contract, adequate insurance coverage in respect of:



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(a) any damages or compensation against claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto, payable under Applicable Laws in respect or any consequence of any accident or injury to any Contractor's Personnel during or pursuant to their employment by the Contractor or by the Contractor's Subcontractors, save and except an accident or injury resulting from any act or fault of EIL;

(b) all Contractor's Equipment brought on to the Site by the Contractor or its Subcontractors for use in connection with the Works, to the extent of their full value against all loss or damage from whatever cause arising; and

(c) third party liability for physical loss of or damage to any third party property or injury to or death of any third party which may arise out of or in connection with the execution of the Works at the Site by the Contractor or EIL,
(collectively "**Contractor's Insurance**").

33.3. EIL's Insurance and the Contractor's Insurance shall each be composite policies in the joint names of the Parties, for their respective rights and interests. The terms of EIL's Insurance and the Contractor's Insurance shall entitle the respective Parties to maintain the policies in force after termination of the Contract.

33.4. Either Party shall, at the request of the other Party, produce within 7 (seven) days of request, such evidence as the other may reasonably require and as is obtainable from insurers that EIL's Insurance or the Contractor's Insurance (as relevant) have been effected, which evidence may include sight of the insurance policies and confirmation of the payment of all premiums to keep the policies in force.

If either Party fails upon request to produce to the other satisfactory evidence in accordance with this Clause 33.4 that there is in force any of EIL's Insurance or the Contractor's Insurance (as relevant), the other Party may effect and keep in force any such insurance and the Party failing to evidence insurance shall pay to the other all reasonable costs incurred by the other for such purpose.

33.5. Each Party shall ensure that it and its personnel, Subcontractors, servants and agents at all times:

(a) Comply with the terms and conditions of EIL's Insurance or the Contractor's Insurance, as relevant;

(b) Comply with the procedures for claims notification and administration there under; and

(c) Do nothing nor omit to do anything which might entitle any insurer to refuse to pay any claim under, or which might otherwise prejudice any of EIL's Insurance or the Contractor's Insurance.

33.6. EIL's Insurance as well as the Contractor's Insurance, shall wherever possible, provide for 30 (thirty) days written notice of any cancellation, non-renewal or material modification of any such policy to be given by the insurers to the insured persons. Further, EIL's Insurance and the Contractor's Insurance shall contain a clause to the effect that the insurers have agreed to waive all rights of subrogation against the persons assured (including all beneficiaries thereof).

33.7. Regardless of the extent of settlement of claims for insurance proceeds under EIL's Insurance or under the Contractor's Insurance or the time taken for settlement of such claims, the Contractor shall promptly make good any loss or damage for which it is responsible under the terms of this Contract. The Contractor shall be reimbursed to the extent that any insurance proceeds are received and payable to the Contractor.

## 34 GOVERNING LAW AND JURISDICTION

34.1 The Contract shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in connection with the Contract.

## 35 CLAIMS AND DISPUTE RESOLUTION

### 35.1 Claims

35.1.1. If the Contractor intends to claim any additional payment on the occurrence of any event which entitles the Contractor to claim such additional payment, the Contractor shall give notice to the Engineer-in-Charge as soon as possible and in any event within 10 (ten) days of the Contractor becoming aware of such event.

35.1.2. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting EIL's liability, the Engineer-in-Charge may on receipt of a notice pursuant to Clause 35.1.1 above, inspect such records and may instruct the Contractor to produce and maintain further records. The Contractor shall permit the Engineer-in-Charge to inspect all such records and shall (if instructed) submit copies to the Engineer-in-Charge.

35.1.3. Within 30 (thirty) days of issuing a notice pursuant to Clause 35.1.1, the Contractor shall send to the Engineer-in-Charge an account, giving detailed particulars of the amount and basis of the claim.

35.1.4. If the Contractor fails to comply with this Clause 33, the Contractor shall not be entitled to claim any additional payment.

35.1.5. Notwithstanding anything to the contrary in this Contract, EIL shall not be liable for any claim arising out of or in connection with the Contract or the execution of the Works, unless the Contractor shall have given notice of such claim within 60 (sixty) days from the date of issuance of the Completion Certificate.

35.1.6. The Contractor shall be entitled to additional costs as the Engineer-in-Charge considers due, after taking Approval from EIL. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated by the Engineer-in-Charge and agreed to by EIL.

### 35.2 Dispute Resolution

35.2.1. If any disagreement arises out of or in connection with the validity, application or interpretation of the Contract (the "**Dispute**"), the Parties shall endeavour in good faith to resolve the Dispute



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through negotiation within 7 (seven) days of a written notice setting out the nature of such Dispute.

35.2.2. In the event that any Dispute is unable to be resolved between the Parties pursuant to Clause 35.2.1 within 21 (twenty-one) days of receipt of the notice under Clause 35.2.1, then such Dispute shall be referred to arbitration.

35.2.3. The arbitration will be conducted as per the Arbitration Act. The arbitral tribunal shall comprise of a sole arbitrator whom shall be appointed by EIL. The place of arbitration for any Disputes and Related Disputes shall be Delhi (save and except where otherwise specified under the Main Contract for the Related Dispute, in which event the place of arbitration shall be the place of arbitration for such Related Dispute). The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding upon both the Parties.

35.2.4. Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.

35.2.5. While any Dispute under this Contract is pending; and except where this Contract has been terminated in accordance with the terms of this Contract, the Parties shall continue to perform all of their respective obligations under this Contract without prejudice to the final determination in accordance with the provisions under this Clause 35.

35.2.6. Where, in EIL's absolute discretion, it is beneficial for the completion of the Facility for any Dispute between EIL and the Contractor, in respect of which an arbitration notice has been given, to be resolved in the same arbitration proceedings as a dispute between EIL and any other party or parties engaged in relation to the completion of the Facility (the "**Related Dispute**") then:

(a) if a notice to concur in the appointment of an arbitrator has been served in the Related Dispute, the Contractor hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined at the same time as such Related Dispute;

(b) where an arbitrator has already been appointed in connection with the Related Dispute, the Contractor hereby agrees that, at EIL's sole option, the Dispute between EIL and the Contractor shall be referred to and be determined by the arbitrator so appointed contemporaneously with the Related Dispute.

**35.3 Settlement of dispute between Govt. Dept./ Public Sector Undertaking**

35.3.1 If the Contractor is a PSU or Enterprise or is a Govt. Department, any disputes or differences between the Contractor and EIL hereto arising out of any notified claim of the Contractor in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the final bill of the Contractor or any amount paid by EIL to the Contractor in respect of the work), then in suppression of the provisions of clause no 35.2 of the General Conditions of Contract, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved disputes or differences

shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No. **DPE/4(10)/2001-PMA-GL-I dated 22nd January, 2004** issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Act shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

35.3.2 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, 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 EIL) and the Contractor shall remain liable and bound in all respects under the Contract.

## 36 MISCELLANEOUS

### 36.1 Personal Acts and Liabilities

(a) No director, officer or other employee of EIL shall in any manner be personally bound or liable to the Contractor for acts, commissions or obligations of EIL under the Contract or otherwise or be personally answerable to the Contractor for any default or omission in the performance of any act(s), deed(s) or things to be observed and/or performed by EIL under the Contract.

(b) The Contractor shall not be entitled to any increase in the rate(s) mentioned in the Price Schedule or to any other payment by reason of any representation, explanation or assurance given or alleged to have been given by the Engineer-in-Charge or any employee, representative, consultant or agent of EIL.

(c) No director, officer or other employee of EIL shall be personally liable to the Contractor for any representation, explanation, statement or assurance given or alleged to have been given by him to the Contractor in connection with the Contract.

(d) The Contractor shall not, under any circumstances, pay or advance to any officer(s), servant(s) or agent(s) of EIL any money on any account without the prior Approval of EIL and any payment without such Approval shall be entirely at the risk of the Contractor and EIL shall have no liability in this regard.

(e) Any money paid to any director, attorney, agent, officer or employee of the Contractor and any receipt, settlement, acknowledgement of liability or other arrangement, agreement or document whatsoever signed by any such director, attorney, agent, officer or employee of the Contractor or erstwhile director, attorney, agent, officer or employee (without notice of his cessation of interest) or by any person held to be a director, attorney, agent, officer or employee of the Contractor authorised to act on behalf of the Contractor shall, as between the Contractor and EIL, be binding upon the Contractor and shall constitute a full release and discharge to EIL and/or a valid settlement, acknowledgement of obligation of the Contractor, as the case may be.



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(f) Any money paid to or dealing had with any partner or member of the Contractor (if a firm or consortium) and any receipt, settlement, acknowledgement of liability or other arrangement, agreement or document whatsoever signed by any one of the partners of the firm or members of the consortium or erstwhile partner of the firm or member of the consortium (without notice of the cessation of his interest) or with any person held to be a partner of the firm or member of the consortium shall be binding on the Contractor and shall constitute a full release and discharge to EIL and/or a valid settlement, acknowledgement of obligation of the Contractor, as the case may be, provided that EIL shall always have the right to call upon all or any of the partners/members of the Contractor's firm/consortium to sign any receipt, settlement, acknowledgement or other document and all or any of the partners of the firm or members of the consortium shall, when called upon to do so by EIL, immediately sign the receipt, settlement, acknowledgement or other document required to be so signed.

**36.2 Assignment**

The Contractor shall not assign, novate or charge the whole or any part of the Contract or create any encumbrance over the Facility, without the prior written consent of EIL. In the event of an assignment or novation by the Contractor, any stamp duty and all costs and expenses payable in respect of such documents, required to be signed by EIL, shall be to the account of the Contractor. EIL shall be entitled to assign and/or transfer its rights and obligations under the Contract to any party, without requirement of any further consent of the Contractor.

**36.3 Partnership**

Nothing contained or implied in Contract shall constitute or be deemed to constitute a partnership or agency between the Parties and none of the Parties shall have any authority to bind, commit or make any representations on behalf of the other Party.

**36.4 Severability**

If any provision of the Contract shall be determined to be invalid, illegal or unenforceable under Applicable Laws, all other provisions of the Contract shall continue in full force and effect unless such invalidity or unenforceability adversely affects the underlying intent of the Contract or unless the invalid or unenforceable provision comprises an integral part of, or is inseparable from the remainder of the Contract. In such circumstances the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, illegal or unenforceable provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

**36.5 Entire Agreement**

The Contract contains all covenants stipulations and provisions agreed by the Parties, and constitutes the entire Contract between the Parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the Parties and may not be changed, modified, or amended except in writing and signed by the Parties hereto.

**36.6 Reservation of Rights**

No forbearance, indulgence, relaxation or inaction by EIL at any time to require performance of any of the provisions of the Contract shall in any way affect, diminish or prejudice the right of EIL to require performance of that provision, and no delay in exercising or omission to exercise any right, power or remedy accruing to EIL upon any default or otherwise under the Contract shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of EIL in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of EIL in respect of any other default.

**36.7 Abnormally High Rates (AHR items)**

In item rate contract where the quoted rates for the items exceed 50% (fifty percent) of the EIL's estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the contracted quantities shall be made at the lower of the following rates:

(a) Rates as per the Schedule of Rates, quoted by the Contractor.

(b) Rate of the item, derived as follows:

(i) Based on rates of machine and labour as available from the Contract (which includes Contractor's supervision, profit, overheads and other expenses).

(ii) In case rates are not available in the Contract, rates will be calculated based on prevailing market rates of machine/equipments, material and labour plus 15% (fifteen percent) to cover Contractor's supervision profit, overhead & other expenses.

**36.8 Corrupt and Fraudulent Practices**

36.8.1 Bidders are 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/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

36.8.2 EIL requires that the Contractor observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, EIL defines, 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; and

(b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of EIL, 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 EIL 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



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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 (i) & (ii) above.

36.8.3 EIL may terminate the Contract if it discovers subsequently that the Contractor had engaged in Corrupt Practices, or Fraudulent Practices in competing for the Contract.

36.8.4 The Contractor is required to execute the "Integrity Pact" attached in the Bid Document as a condition precedent to execution of the Contract.

36.8.5 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, EIL 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 EIL under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.

36.8.6 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, EIL 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.

36.8.7 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 EIL debarring them from future business with EIL.

**36.9 Integrity Pact**

The Integrity Pact forming a part of the Bidding Document, duly signed by the authorized person(s) of EIL and the Contractor, will form part of the Contract. If the Contract has been terminated according to provisions of the Integrity Pact, or, if EIL is entitled to terminate the Contract according to provisions of Integrity Pact, EIL shall be entitled to demand and recover from Contractor an amount specified in the Integrity Pact, which amount may be recovered by forfeiting the Contract Performance Bank Guarantee.

**36.10 Liability of Government of India**

(a) It is expressly understood that Govt. of India is not a party to this Contract and has no liability, obligations or rights hereunder. It is expressly understood that EIL is an independent legal entity with power and authority to enter into the Contract solely on its behalf under the Applicable Laws and general principles of contract law.

(b) The Contractor expressly agrees and acknowledges and understands that EIL is not an agent, representative or delegatee of Government of India.

### 36.11 Computerized Contractor's Billing System

Contractor should follow the following billing system:

(a) The Running Bills will be prepared by the Contractor on their personal computers as per the standard formats and codification scheme proposed by EIL. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. The Contractor will submit these data to EIL in an electronic media along with the 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.

(b) EIL will utilize this data for processing and verification of the Running Bills of the Contractor.

### 36.12 Terms applicable to Consortium Contractors

Where the Contractor is a consortium, the lead member of the consortium shall represent the Contractor in all dealings with EIL and shall do all acts, deeds, matters and things required to be done by the Contractor under the Contract, including (but not limited to) exchange of correspondence, raising invoices, drawings, documents and receiving payments.

(a) All dealings had with and/or all acts, deeds, matters and things and things done by or payments made to and invoices/documents drawn and/or negotiated by the lead member shall be binding upon the Contractor and each member of the consortium, and in so far as EIL shall require a discharge in respect of any dealing had or act, deed, matter or thing done or payment made as aforesaid, the same shall constitute a valid discharge to EIL.

(b) Each and every member of the consortium shall be jointly and separately liable to EIL for and in respect of all liabilities obligations of the Contractor under the Contract.

The constitution of the Consortium or the relative distribution of the Work(s) and/or activities amongst the consortium members as approved by EIL shall not be altered or assigned, as the case may be except with the prior written consent of EIL and any contrary alteration or re-assignment shall be deemed to be an unauthorized assignment of the Contract with attendant liabilities including termination of the Contract.

### 36.13 Government Controlled Materials

In respect of all Government controlled or other scarce/imported materials in respect of which licenses, release orders, permits or authorizations have been granted in the name of EIL, the Contractor shall be deemed to be acting on behalf of EIL and as agent of EIL in respect of deliveries taken by the Contractor against any licences, release orders, permits, or authorizations issued in the name of EIL for Government controlled materials. The ownership in such materials shall (without prejudice to the responsibility/liability of the Contractor in respect thereof as set out in the various conditions hereof) vest in EIL from the point of time when it would have ordinarily vested in EIL on a direct delivery to EIL.

**36.14 Distinction Between Foundation and Superstructure**

To distinguish between work in foundations and superstructures, the following criteria shall apply:

(b) For all equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done upto 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.

(c) For buildings only, all works up to plinth level corresponding to finished floor level shall be treated as `work in foundation' and all works above the finished floor level shall be treated as "work in superstructure".

(d) 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 foundations irrespective of locations, nomenclature and levels given anywhere.

(e) Where not specifically pointed out all works in cellars/ sumps, tank pads, cable trenches, or such similar item would be taken as work in foundation.

**36.15 Excavation by Blasting**

The Contractor shall obtain licence from the relevant Authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 2008 (as made under the Explosives Act, 1884), as amended from time to time. The Contractor shall purchase the explosives, fuses, detonators etc. only from a licensed dealer and shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorized representative shall have access to check the Contractor's store of explosives and its accounts. In case where the explosives are required to be transported and stored at Site, relevant clauses of the Explosives Rules 2008 as amended subsequently shall apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations.

**36.16 Import Licence**

Contractor shall arrange for the import of all materials required for permanent incorporation in the Works as well as construction equipment as per the guidelines laid down by the Government of India. EIL shall not provide import licence.

**36.17 Retired Government or Company Directors**

No Director of EIL is allowed to tender for a contract to be awarded by EIL for a period of 2 (two) years after his retirement from the employment of EIL, without the previous permission of EIL. The Contract if awarded is liable to be cancelled if the Contractor is found at any time to be such a person and has not obtained the permission of the EIL before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

### 36.18 Other Contractors

The Contractor agrees and acknowledges that that access to the Site and access routes thereto, has been granted to the Contractor on a non-exclusive basis, and that EIL, may at its sole discretion, grant access thereto, to other Persons ("**Other Contractors**") to undertake thereon, any works other than those contemplated under the Contract. Further, the Contractor shall at all times undertake its works in such manner, as to not cause minimal disturbance to the Other Contractors, in the performance of the works allocated to such Other Contractors.[3]

### 36.19 Survival

The termination of the Contract shall not relieve the Contractor or EIL of any obligations hereunder which expressly or by implication survives termination. Further, except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, the termination of the Contract shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omission of such Party prior to the effectiveness of such termination or arising out of such termination.



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**Appendix 1**

**FORM OF CONTRACT PERFORMANCE BANK GUARANTEE**

**[***ON APPROPRIATE STAMP PAPER***]**

**Beneficiary: Engineers India Limited**

**Bank Guarantee No. [.....●]**

**THIS DEED OF GUARANTEE** is executed on this [.....*insert day*] day of [.....*insert month and year*] at [.....*insert place*] by [.....***INSERT NAME OF BANK***] having its head/registered office at [.....*insert address*], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

**IN FAVOUR OF:**

**ENGINEERS INDIA LIMITED**, a public limited company incorporated under the Indian Companies Act, 1956, having its registered office at [.....■], (hereinafter referred to as the "**EIL**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns).

**WHEREAS**

A. EIL has entered into a Engineering, Procurement and Construction Contract dated [.....■] (the "**Contract**") with [.....***insert name of Contractor***], a company incorporated under the Indian Companies Act, 1956 and having its registered office at [.....■] (the "**Contractor**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns), for the Project.

B. In terms of the Contract, the Contractor is required to furnish to EIL, an unconditional, irrevocable, on demand bank guarantee for an amount equal to 10% of the Contract Price as security for due and punctual performance/discharge of the Contractor's obligations under the Contract for the Contract Validity Period.

C. At the request of EIL and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance/discharge by the Contractor of its obligations under the Contract during the Contract Validity Period.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.

2. The Guarantor hereby irrevocably and unconditionally guarantees and secures (as primary obligor and not merely as guarantor) to EIL the payment in full of all amounts at any time that



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may be due, owing or payable to EIL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract (the "**Guarantee**"), without any demur, reservation, protest or recourse, immediately on receipt of a demand from EIL.

The Guarantee is given in consideration for consideration received from the Contractor (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount of Rs. [.....*insert amount*] (the "**Guaranteed Amount**").

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by EIL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that EIL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall, pay to EIL sums not exceeding the Guaranteed Amount, within 5 (five) Business Days of receipt of a written demand from EIL stating that the Contractor has failed to meet its performance obligations under the Contract. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that EIL first attempt to procure the Guaranteed Amount from the Contractor, or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to make any recourse to this Guarantee.

5. In order to give effect to this Guarantee, EIL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or EIL):

(a) any time or waiver granted to, or composition with, the Contractor or any other Person;

(b) any incapacity or lack of powers, EIL or legal personality of or dissolutions, or insolvency, or bankruptcy, or change in the status of the Contractor or any other Person;

(c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;

(d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;

(e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the Construction Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or

(f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that, for any reason the Contractor enters or threatens to enter into any proceedings in bankruptcy or reorganization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to EIL on demand.

7. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any such other Person in competition with EIL. If the Guarantor receives any payment or benefit in breach of this Clause 7, it shall hold the same upon trust for EIL.

8. This Guarantee shall remain in full force and effect from the date hereof until the end of the Contract Validity Period i.e., up to midnight of {..... ***insert date***} plus additional 90 days to enable claims to be made i.e., up to midnight of {..... ***insert date***}, unless discharged/ released earlier by EIL in accordance with the provisions of the Contract. No claim made after such date shall be valid against the Guarantor.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from EIL (such notice to be issued promptly upon such occurrence).

9. The Guarantor represents and warrants to EIL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and

performance by it of this Guarantee;

(b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party of by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents; and

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or EIL, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee.

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of EIL in exercising any right, power or privilege hereunder and no course of dealing between EIL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which EIL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of EIL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and EIL shall constitute a single binding agreement.

15. Any notice, request or other communication to be given or made under this Guarantee shall be

in writing addressed to the Guarantor at the location set opposite its signature hereto and in the manner as set out in respect of notices under the Contract.

16. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Delhi.

17. EIL may assign or transfer all or any part of its interest herein to any other person with prior notification to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Guarantee.

**IN WITNESS WHEREOF** the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....*insert name of Bank*] Bank by hand
Name:
Designation:

**Appendix 2**
**FORM OF MOBILIZATION ADVANCE GUARANTEE**

**[***ON APPROPRIATE STAMP PAPER***]**

**Beneficiary: Engineers India Limited**

**Bank Guarantee No. [.....●]**

**THIS DEED OF GUARANTEE** is executed on this [.....*insert day*] day of [.....*insert month and year*] at [.....*insert place*] by [.....***INSERT NAME OF BANK***] having its head/registered office at [.....*insert address*], (hereinafter referred to as the "**Guarantor**", which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

**IN FAVOUR OF**

Engineers India Limited, a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [.....■] (hereinafter referred to as the "**EIL**", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns).

**WHEREAS**

A. [.....■] with its registered office at [.....■] (hereinafter referred to as the "**Contractor**", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns) has been awarded a contract by EIL for [the engineering, procurement, construction, testing and commissioning] of the Facility ("**Contract**").

B. In terms of Clause 9.4.1 of the Contract, Contractor is required to furnish a Mobilization Advance Guarantee to EIL in the form of an unconditional, irrevocable, on demand bank guarantee for securing the Mobilization Advance made to Contractor in accordance with the Contract ("**Mobilization Advance Guarantee**") for INR [.....*insert amount*] or US$ [.....*insert amount*] ("**Guaranteed Amount**").

C. At the request of the Contractor and for sufficient consideration, the Guarantor has agreed to issue this guarantee in favour of EIL.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS**:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.

2. The Guarantor shall upon a written demand from EIL informing the Guarantor that the Mobilization Advance made to the Contractor has not been adequately adjusted, pay to EIL, within 5 (five) days of receipt of such written demand from EIL, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to EIL or the Contractor, forthwith and in full amount, without any deductions or set off or counter



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claims whatsoever, the sum claimed by EIL in such demand not exceeding an amount equivalent to the Guaranteed Amount. The Guarantor will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Contractor or any other person.

The Guarantor agrees that this Mobilization Advance Guarantee does not limit the number of claims that may be made by EIL against the Guarantor provided that such claims taken together shall not exceed the Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that EIL receives the full amount due hereunder as if no such withholding had occurred.

3. This Mobilization Advance Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of: (i) date when the Mobilization Advance has been fully recovered; and (ii) [.....*insert date*], upon which the obligations of the Guarantor under this Mobilization Advance Guarantee shall stand discharged.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganisation, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Mobilization Advance Guarantee is in no way conditional upon any requirement that EIL first attempts to procure the Guaranteed Amount from the Contractor or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount, prior to making recourse to this Guarantee.

5. The Guarantor shall not be required to go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by EIL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

6. The Guarantor hereby agrees that its liability under this Mobilization Advance Guarantee shall not be discharged by virtue of any agreement between the Contractor and EIL, whether with or without the Guarantor’s knowledge, or by reason of EIL showing any indulgence or forbearance to the Contractor.

7. The Guarantor's obligations under this Mobilization Advance Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.

8. The obligations of the Guarantor under this Mobilization Advance Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or

diminish the Guaranteed Amount in whole or in part, including (whether or not known to it or EIL):

(a) any time or waiver granted to, or composition with, the Contractor or any other person;
(b) any incapacity or lack of powers, authority or legal personality of or dissolutions, or insolvency or bankruptcy, or change in the status of the Contractor or any other Person;
(c) any variation of the Contract so that references to the Contract in this Mobilization Advance Guarantee shall include each variation;
(d) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Mobilization Advance Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that each obligation under this Mobilization Advance Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity;
(e) any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor (other than performance or indefeasible payment of a Guaranteed Amount); or
(f) any part performance of the Contract by the Contractor or by any failure by EIL to timely pay or perform any of its obligations under the Contract.

9. So long as any sum remains owing by the Contractor to EIL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor (whether in respect of its liability under this Mobilization Advance Guarantee or otherwise) or claim in the insolvency or liquidation of the Contractor or any such other person in competition with EIL. If the Guarantor receives any payment or benefit in breach of this Clause, it shall hold the same in trust for EIL.

10. The Guarantor represents, warrants and undertakes to EIL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Mobilization Advance Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance by it of this Mobilization Advance Guarantee;

(b) the Guarantor has duly executed and delivered this Mobilization Advance Guarantee, and this Mobilization Advance Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Mobilization Advance Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Mobilization Advance Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Mobilization Advance Guarantee; and

(e) this Mobilization Advance Guarantee will be enforceable when presented for payment to a Scheduled Bank (as defined by the Reserve Bank of India Act, 1934) in [.....*Insert name of place*].

11. This Mobilization Advance Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of EIL in exercising any right, power or privilege hereunder and no course of dealing between EIL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. If any one or more of the provisions contained in this Mobilization Advance Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with EIL to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Mobilization Advance Guarantee.

14. This Mobilization Advance Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and EIL shall constitute a single binding agreement.

15. Any demand, notice, request or other communication to be given or made under this Mobilization Advance Guarantee shall be deemed to have been duly given or served:

(i) Upon EIL, at [.....*insert address*] marked for the attention of [.....*insert name*];

(ii) Upon a Scheduled Bank (as defined by the Reserve Bank of India Act, 1934), at [.....insert], India.

16. The Guarantor:

(a) acknowledges that the Lenders will review this Mobilization Advance Guarantee and may require changes thereto as a condition of granting financing and/or providing political risk insurance; and

(b) shall consider any such requirements in good faith.

17. This Mobilization Advance Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Mobilization Advance Guarantee may be brought in the courts in Delhi.

18. EIL may assign or transfer all or any part of its interest herein together with the Contract to any other person with prior intimation to the Guarantor. The Guarantor may not assign or transfer any of its rights or obligations under this Mobilization Advance Guarantee.

**IN WITNESS WHEREOF** the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [.....*insert name of* Guarantor] Guarantor by hand

Name:
Designation:

**Appendix 3**
**SAFETY CODE**
**[*To be inserted*]**

## 1. GENERAL

1.1 The CONTRACTOR shall adhere to safe construction practices and guard against hazardous and unsafe working conditions and shall comply with EIL's safety rules as set forth herein.

1.2 In addition, the CONTRACTOR shall adhere to and be bound by the "Safety Practices during Construction" (OISD-GDN-192 and OISD-207) formulated by the Oil Industry Safety Directorate from time to time. A copy of the existing "Safety Practices During Construction" as presently formulated by the Oil Industry Safety Directorate is annexed hereto as Appendix III

1.3 In the event of any irreconcilable conflict between the "Safety Practices during Construction" prescribed by the Oil Industry Safety Directorate and the Safety provisions set out herein, the "Safety Practices during Construction" established by the Oil Industry Safety Directorate shall prevail to the extent of the irreconcilable conflict.

1.4 In this Section any reference to the Facility shall wherever applicable include any existing plant, unit or installation in or adjacent to which the Site or any part thereof is located.

## 2. FIRST AID AND INDUSTRIAL INJURIES

2.1 The Contractor shall maintain first aid facilities for its employees and those of its sub-contractors.

2.2 The Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to the Engineer-in-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.

2.3 All critical industrial injuries shall be reported promptly to the Engineer-in-Charge, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to EIL.

## 3. GENERAL RULES

Carrying/Striking of matches, lighters within the Site, smoking within the Site, tank, farm, or dock limits are strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas safety/fire permits. The Contractor shall be held liable and responsible for all lapses of his subcontractors/employees in this regard.



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## 4. CONTRACTOR'S BARRICADES

4.1 The CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:

(i) Excavation
(ii) Hoisting areas
(iii) Areas adjudged hazardous by the Contractor‘sor EIL's inspectors.
(iv) EIL’s existing property liable to damage by Contractor's operations, in the opinion of Engineer-in-Charge.
(v) Railroad unloading spots.

4.2 The Contractor’s employees and those of its sub-contractors shall become acquainted with EIL's barricading practices and shall respect the provisions thereof.

4.3 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

## 5. SCAFFOLDING

5.1 Suitable scaffolding shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra person shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal 4 vertical).

5.2 Scaffolding or staging more than 12' (twelve feet) above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewinded at least 3' high above the floor or platform of scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

5.3 Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12' above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in Clause 5.2 above.

5.4 Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing whose minimum height shall be 3 feet to prevent the fall of persons or materials by providing.

5.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30' in length while the width between the side rails in rung ladder shall in no case be less than 11.5" for ladder up to and including 10' in length. For longer ladders this width would be increased by at least ¼" for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers



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and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to such person, or which may with the consent of the Contractor be paid to compromise any claim by any person.

## 6. EXCAVATION AND TRENCHING

6.1 All trenches 4' (Four feet) or more in depth, shall at all times be supplied with at least one ladder for each 100' length or fraction thereof.

6.2 The Ladder shall be extended from bottom of the trench to at least 3' 3" above the surface of the ground. The site of the trenches which is 5' (Five feet)or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

## 7. DEMOLITION

7.1 Before any demolition work is commenced and also during the process of such works all roads and open areas adjacent to the Site shall either be closed or suitably protected.

7.2 No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

7.3 All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or flooding. No floor or other part of the building shall be so overloaded with debris or material as to render it unsafe.

## 8. SAFETY EQUIPMENT

8.1 All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed on the Site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

8.2 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

8.3 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

8.4 Those engaged in welding and cutting works shall be provided with protective face and eye-shields, and gloves, etc.

8.5 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

8.6 When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the

workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident.

8.7 The Contractor shall not employ men below the age of 18 years and women on the work of painting or products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:

(a) No paint containing lead product shall be used except in the form of paste or readymade paint.
(b) Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or if a surface having lead paint dry rubbed and scrapped.
(c) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable the working painters to wash during and on cessation of Work.

## 9. RISKY PLACES

When the work is done near any place where there is a risk of drowning, all necessary safety equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

## 10. HOISTING EQUIPMENT

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good condition and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

(c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21years should be in charge of any hoisting machine including any scaffolding winch or to give signals to the operator.

(d) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.

(e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(f) In case of departmental machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to Site of work and get it verified by the Engineer-in-Charge concerned.

## 11. ELECTRICAL EQUIPMENT

Motor, Gearing, Transmission, wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum, the risk of accidental descent of the load. Adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

## 12. MAINTENANCE OF SAFEY DEVICES

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the place of work.

## 13. DISPLAY OF SAFETY INSTRUCTIONS

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the Site. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

## 14. ENFORCEMENT OF SAFETY REGULATIONS

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer of EIL or their representatives.

## 15. NO EXEMPTION

15.1 Notwithstanding anything provided in this Appendix 3, the Contractor shall be bound by the provisions of any other Act or rules in force in the Republic of India, with a view that the provisions hereof shall be in addition thereto and not in lieu thereof.

15.2 The works throughout including any temporary works shall be carried on in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the Site or in the vicinity thereof or with any existing works whether the property of EIL or of a third party.

15.3 The Contractor shall also arrange to obtain valid gate passes for his men and equipment from the concerned Authorities.

15.4 No man/material/equipment not covered by valid passes shall be permitted within the Site no material/equipment shall be permitted to be taken out of the Site, unless authorized by the concerned Authorities. The Contractor shall be held fully responsible for any or all delays/ losses/ damages that may result consequent on any lapse(s) that may occur on the part of his subcontractors/employees in this regard.

## 16. ENTRY PASSES

16.1 The CONTRACTOR has to apply for photo Entry Passes for his workers and staff and the workers and staff of his Sub-Contractors in a prescribed proforma provided by EIL. The Application shall be accompanied by a Statement and Declaration in the form prescribed by EIL signed by the employees for whom the Entry Passes are sought and confirmed by the employer. The photo Entry Passes shall be issued by EIL for a maximum period of 3 (three) months, which will be extendable upon the Contractor's application. As a special case, Temporary Passes may be issued for a maximum period of 7 (seven) days.

16.2 Unutilized/expired Entry Passes/Identity Cards shall have to be immediately surrendered to EIL.

16.3 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 Engineer-in-Charge of the loss and shall pay a charge of Rs.150/- against Entry Pass/Identity Card lost. The Contractor is required to keep an account and track of all Entry Passes issued and surrendered.

Gate Passes/Identity Cards issued by the Security Section should always be displayed by the Contractor'sor Sub-contractor's employees while working inside the Plant.

## 17. GATE PASSES

17.1 To bring materials, equipment, tools and tackle and other things inside the Site for construction Work, the Contractor has to produce proper documents of title or authority relative thereto for inspection by EIL's personnel at the gate. These shall be checked thoroughly by EIL's personnel at the Gate and recorded in their Register before permitting the same to be brought inside within the Site. It is the Contractor's responsibility to see that the entry is duly recorded in the Register with proper Entry Number, date and signature of EIL's authorized representative and that the supporting challans/documents are stamped and signed by EIL's personnel at the gate at the time of entry.

Those materials which need repairing/ replacement as per Site condition will be allowed to move beyond EIL's battery limit only after exchange of good equivalent material.

## 18. WORK PERMIT

18.1 In order to keep EIL informed of the various jobs being undertaken within the Site and to enable EIL 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 EIL before start of Work on jobs which are capable of generating a flame, spark or heat e.g., 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 shall obtain a Cold Work Permit from EIL 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, hydro-testing, shuttering, fixing of reinforcement, hand mixed concreting, plastering and brickwork.

18.2 Depending on the nature of the Work and the equipments 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 EIL unless proper arrangement is made by the Contractor to ensure safe performance of the Work inside the Site 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.

## 19. VEHICLE PERMIT

Permits are to be obtained separately for entry/use of vehicles/trailers and other mobile equipment inside the Site limits. All the Contractor's vehicles should have a valid 'PUC Certificate'. The following requirements are to be met to obtain vehicle permit:

(i) Vehicle/Equipment shall be in good condition and fitted with spark arrestor.
(ii) Vehicles should carry, wherever applicable, valid Road Tax Certificate and Fitness Certificate from the competent authority and insurance policy.
(iii) Valid operating/driving license of driver/operator.

## 20. VALIDITY OF THE PERMIT

(i) Any Hot or Cold Work Permit issued is valid only for 24 hours.
(ii) Thereafter the validity of the Permit must be renewed for each shift (morning & evening) by the shift in-charge/ shift representative of EIL.
(iii) The permit may be renewed for a maximum period of one month from the date of issue and if extension is required, the Contractor has to apply for a fresh permit.
(iv) A permit is not valid for Work on holidays unless special permission of EIL is obtained for the purpose.

## 21. SPECIAL SAFETY REGULATIONS

### 21.1 REGARDING WORK PERMIT

(a) The Work shall be carried out inside the Site to conform to the EIL's safety section and in accordance with any instructions of the Engineer-in-Charge 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 Plant 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.

(c) HSE specifications, OISD and other requirements shall be followed in totality.

### 21.2 REGARDING HOT WORK

(a) When doing hot work inside the plant, the Contractor must ensure that the fire hose is

hooked up with the fire water system and extended to the Site. 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 fire fighting equipment of approved quality as may be required to carry out hot job inside the plant.

(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 shoes, 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 Plant.

**21.3 REGARDING USE OF VEHICLE**

(a) Vehicle must not ply on any road within the Site at a speed exceeding 20 KM/hr.
(b) Mobile cranes, loaded trucks and trailers must not exceed the speed limit of 15 KM/hr inside the plant.
(c) No crane is allowed to move inside the plant with load.
(d) No vehicle is allowed to be parked inside the plant.
(e) Limited number of vehicles will be permitted inside the battery area due to security reasons.

**22. DEDUCTIONS FROM CONTRACT PRICE**

22.1 In addition to price reduction and deductions as provided for, EIL shall be entitled to deduct from any payment due to the Contractor, any amount claimed by EIL under the Contract and any costs, damages or expenses for which the Contractor is liable under the Contract.

22.2 In addition to price reduction and deductions as provided for in the Contract, EIL shall be entitled to deduct from any payment due to the Contractor, for violations of safety provisions, as per details given below:

(i) Violation of applicable safety, health and environment related norm, a price reduction of INR5000/- per occasion
(ii) Violation as above resulting in (a) Any physical injury - a price reduction of 0.5% of the Contract Price (maximum of INR 2,00,000) per injury in addition to INR 5,000/; or (b) Fatal accident - a price reduction of 1% of the Contract Price (maximum of INR 10,00,000) per fatality in addition to INR 5,000/-

**23. SPECIAL CONTRIBUTIONS**

With a view to ensure the formulation and enforcement of a safety code by the Contractor, it is



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stipulated that in the event of any act, omission or accident at the Site which results in the death of a person, the Contractor shall contribute a sum of INR 5,00,000/- (Rupees five lakh only), or which results in the permanent disablement of a person, the Contractor shall contribute a sum of INR 3,00,000/- (Rupees three lakh only) in addition to any other sum(s) required to be paid by the Contractor under any law or other contract, to a welfare fund to be established by EIL for, inter alia, such contributions, and until such fund is established, to a charity nominated by EIL.

**APPENDIX IV**

**INDEMNITY BOND**
**(TO BE NOTORISED AND ON STAMP PAPER OF APPROPRIATE VALUE)**

To

Engineers India Limited
(Address as applicable)

Dear Sirs,

WHEREAS EIL and address ……. (hereinafter called "the Indemnified" which expression shall include its successors and assigns) has awarded to M/s…… a Partnership Firm/ Sole Proprietor Business/ a company having its Registered Office at ……. (hereinafter called "the Indemnifier", which expression shall include its successors and assigns) a contract for conditions set out, inter-alia, in "the Indemnified" Purchase Order No. …… dated…….. (hereinafter referred to as "the said Contract") to "the Indemnifier".

AND WHEREAS "the Indemnified" has agreed to supply to "the Indemnifier" raw material/ components to the value of INR…….. (Rupees…… …… only) for incorporation in fabrication by "the Indemnifier" in terms of "the said contract", the components/ raw material to be supplied by "the Indemnified" to "the Indemnifier" for the said fabrication, (hereinafter, or the sake of brevity, referred to as "the said material") and pending fabrication and delivery at job-site of the completed fabricated work(s) incorporating "the said material" and accounting for "the said material" shall be under the sole custody and charge of "the Indemnifier" and shall be kept, stored, altered, worked upon and/ or fabricated at the sole risk and expenses of "the Indemnifier".

As a Pre-condition to the supply of "the said material" by "the Indemnified" to "the Indemnifier", the Indemnified" has required "the Indemnifier" to furnish to "the Indemnified" security in the manner and upon terms and conditions hereinafter indicated:

NOW THEREFORE, in consideration of the premises aforesaid "the Indemnifier" Shri……, Shri……. all Directors/ Partners/ Sole proprietor of "the Indemnifier" in consideration of aforesaid "contract" hereby irrevocably and unconditionally and jointly and severally undertake to indemnify and always keep "the Indemnified" from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of "the said material" or any item or part thereof) by theft, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, bending, wrapping, exposure, rusting, faulty workmanship, faulty fabrication or faulty method of technique of fabrication, riot, civil commotion or other act of omission or commission whatsoever within or beyond the control of "the Indemnifier", misuse and misappropriation by "the Indemnifier's" servants and/or agents whatsoever to, of or in "the said material" or any part or item thereof between the date that the same or relative part or item thereof was supplied to "the Indemnifier" up to and until the return to "the Indemnified" on due dates of "the said material" or relative part or item thereof or completed fabricated work(s) incorporating the said material AND jointly and severally undertake to pay to "the indemnified" forthwith on first demand in writing without protest or demur the value of "the said

material" or item part thereof lost, damaged, destroyed, misused and/or misappropriated, as the case may be, inclusive of "the Indemnified" 's cost and expenses (inclusive but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs and/ or expenses) as specified in the said demand.

AND "the Indemnifier" hereby agree with "the Indemnified" that :

1. This Indemnity shall remain valid and irrevocable until the settlement of all claims of "the Indemnified" arising hereunder.

2. This Indemnity shall be in addition to any other Indemnity, Guarantee or Security whatsoever that "the Indemnified" may now or any time anywise have in relation to "the Indemnifier" 's obligations/ liabilities under and/ or in connection with the said contract inclusive of "the said material" and "the Indemnified" shall have full authority to take recourse to or enforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of "the Indemnified" in enforcing or requiring enforcement of any other security shall have the effect of releasing "the Indemnifier" from its full liability hereunder:

3. "The Indemnified" shall be at liberty without reference to "the Indemnifier" and without affecting the full liability of "the Indemnifier" hereunder to take any other such security in respect of "the Indemnifier's" obligations and/or liabilities under or in connection with the "said contract" inclusive of "the said material" and to vary the terms vis-a-vis "the Indemnifier" of "the said contract" or to grant time and/or indulgence to "the Indemnifier" or to reduce or to increase or otherwise vary the prices or the total contract value or the quantity, quality, description or value of the said material or to release or to forbear from endorsement of all or any of the obligations of "the Indemnifier" under the said contract (inclusive of anything in respect of "the said material") and/or to remedies of "the Indemnified" under any other security (ies) now or hereinafter held by "the Indemnified" and no such dealing(s), variations(s), reduction(s), increase (s) or other indulgence (s) or arrangement(s) with "the Indemnifier" or release "the Indemnifier" from their full liability to "the Indemnified" hereunder or of anywise prejudicing rights of "the Indemnified" against "the Indemnifier" and "the Indemnifier" hereby waive all rights, if any, at any time, inconsistent with the terms of this Indemnity.

4. This Indemnity shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or bankruptcy or insolvency of "the Indemnifier" and the obligations of "the Indemnifier" in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by "the Indemnifier" (whether now pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by "the Indemnifier" or any other order or communication whatsoever by "the Indemnifier" or any other order or communication whatsoever by "the Indemnifier" stopping or preventing or purporting to stop or prevent any payment by "the Indemnifier" to "the Indemnified" in terms hereof.

5. The mere statement made by or on behalf of "the Indemnified" in any notice or demand or other writing addressed to "the Indemnifier" as to any of "the said material" or item or part thereof supplied to "the Indemnifier" having been lost, damaged, destroyed, misused or misappropriated while in the custody of "the Indemnifier" before or after completion of the completed fabricated work(s) incorporating "the said material" and delivery at job site thereof shall as between "the Indemnifier" and "the Indemnified" be conclusive of the factum of "the said material" or item or part thereof having been supplied to "the Indemnifier" and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of "the Indemnifier" and/or

prior to the completion of the completed fabricated work(s) and delivery to job site thereof without necessity on the part of "the Indemnified" to produce any documentary proof or other evidence whatsoever in support of this.

6. The amount stated in any notice of demand addressed by "the Indemnified" to "the Indemnifier" as the value of any of "the said material", lost, damaged, destroyed or misused or misappropriated, inclusive relative to the cost and expenses incurred by "the Indemnified" in connection therewith shall as between "the Indemnifier" and "the Indemnified" be conclusive of the value of such "said material" and the said costs and expenses as also of the amount liable to be paid by "the Indemnifier" to "the Indemnified" in terms and for the purpose of, without necessity for "the Indemnified" to produce any voucher, bill or other documentation or evidence whatsoever in support thereof.

In witness whereof "the Indemnifier" have hereunto set and subscribed his hand this day and year first hereinabove written in the presence of witnesses.

Yours faithfully,

1.

2.

3.

WITNESSES:

1.

2.

**APPENDIX V**

**PART A**

**FORMAT-I**

**INTIMATION REGARDING SYSTEM COMPLETION**

PROJECT: _____ CUSTOMER: _____
UNIT: _____
Following system/sub-system has been mechanically completed in all respects with exceptions noted below. The system/sub-system can be taken up for checking and preparation of checklist.
**SYSTEM NO.**
**SYSTEM DESCRIPTION:**

**EXCEPTIONS:**

SIGNATURE
DATE
CONTRACTOR'S CONSTRUCTION:
CO-ORDINATOR

---

The system is ready/ not ready for Check listing
EIL/PMC



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**PART B**

**FORMAT-II**

**CHECKLIST**

PROJECT: _____ CUSTOMER: _____ UNIT: _____
SYSTEM/SUB-SYSTEM _____

**CHECKLIST TYPE** **PRELIMINARY/FINAL**

| SL.NO. | CHECKLIST ITEMS | REMARKS |
|---|---|---|

SIGNATURE DATE

PMC/EIL:

**APPENDIX VI**
**FORMAT-III**
**READY FOR PRE-COMMISSIONING CERTIFICATE**

PROJECT: _____ CUSTOMER: _____ UNIT: _____
SYSTEM/SUB-SYSTEM _____
This is to certify that the following Plant/system/sub-system as detailed below is completely installed and all the Checklist points are carried out except for minor details s given in the attached list.

DESCRIPTION ON PLANT/SECTION/SUB-SECTION
_____

SIGNATURE DATE
CONTRACTOR'S CONTRACTION
CO-ORDINATOR:

CONTRACTOR'S COMMISSIONING
CO-ORDINATOR:

---

The system is ready/ not ready for Check listing
PMC/EIL:



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**APPENDIX VII**
**FORMAT-IV**
**READY FOR COMMISSIONING CERTIFICATE**

PROJECT: _____ CUSTOMER: _____ UNIT: _____
SYSTEM/SUB-SYSTEM _____

This is to certify that all the necessary pre-commissioning activities for the system/sub-system as detailed below have been completed and the system/sub-system is ready for commissioning except for he minor details as given below which will not effect the commissioning trial runs.
DESCRIPTION ON PLANT/SECTION/SUB-SECTION
_____

SIGNATURE

DATE

CONTRACTOR'S COMMISSIONING:
CO-ORDINATOR

---

SIGNATURE

DATE
PMC/EIL:

**APPENDIX VIII**
**FORMAT-V**

**COMPLETION OF COMMISSIONING CERTIFICATE**

PROJECT: _____ CUSTOMER: _____ UNIT: _____
SYSTEM/SUB-SYSTEM _____

This is to certify that the system/sub-system as detailed below has been successfully commissioned and is under operational control of Client's Production department. The minor items, which will not effect the normal operation of the system/sub-system, are given in the attached list.

DESCRIPTION ON PLANT/SECTION/SUB-SECTION
_____

SIGNATURE

DATE

CONTRACTOR'S COMMISSIONING:
CO-ORDINATOR

---

SIGNATURE

DATE
PMC/EIL:

## PROFORMA OF CONTRACT AGREEMENT

This Contract Agreement ("**Contract Agreement**") for the work OF _____ DATED_____ 20_____(Two Thousand_____) ("**Effective Date**")between M/s _____under the Indian Companies Act, and having its registered office at _____ in the town of _____ (hereinafter referred to as the "**Contractor**" which expression shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) as one part and Engineers India Limited, (hereinafter referred to as "EIL" which term shall, unless excluded or repugnant to the subject or context including its successors and assignees) as other part.

(EIL and Contractor, are hereinafter collectively referred to as "**Parties**" and individually as "**Party**")

**WHEREAS:**

**A.** EIL being desirous of having provided and executed certain works mentioned, enumerated or referred to in the Bidding Document No. _____ dated ____ (the "**Bidding Document**", which expression shall include all amendments and/ or modifications thereto) to undertake certain works and services as specified under Bidding Document (the "**Works**").

**B.** The Contractor has inspected the site and surroundings of the works specified in the Bid Documents and has satisfied himself by careful examination, before submitting his tender, as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation it may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his Bid.

**C.** The Contractor submitted the highest evaluated bid, for the provision and the execution of the said Work, at the rates stated in the Schedule of Quantities of Works and finally approved by EIL (hereinafter called the "**Price Schedule**") upon the terms and subject to the conditions of Contract, and was selected by EIL as the selected Bidder vide the Letter of Award/ Fax of Acceptance dated _____.

**D.** EIL is desirous of granting to the Contractor, and the Contractor is desirous of undertaking for EIL, the Works, on the on the terms and conditions set forth hereinafter.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be

legally bound, hereby agree as follows:

1. In consideration of the payment of the Contract Price, of _____ [*insert amount in figures and numbers*], the Contractor hereby covenants with EIL that the Contractor shall duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied therein or may be reasonably necessary for the completion of the said Works, and at the said times and in the manner and subject to the terms, conditions and stipulations mentioned in the Contract.

2. In consideration of the due provision, execution and completion of the said works, EIL does hereby agree with the Contractor that EIL will pay to the Contractor the respective amounts for the Work actually done by it and approved by EIL at the Schedule of Rates and such other sum payable to the Contractor under the provisions of the Contract; such payment to be made at such time and in such manner as provided for in the Contract.

3. In consideration of the due provision, execution and completion of the said works, the Contractor does hereby agree to pay such sums as may be due to EIL for the service rendered by EIL to the Contractor, such as power supply, water supply and others as set-forth in the said contract and such other sums as may become payable to EIL towards the controlled items of consumables materials or towards loss, damage to the equipment, materials, construction plant and machinery of EIL; such payments to be made at such time and in such manner as is provided in the Contract. It is specifically and distinctly understood and agreed between EIL and the Contractor, that the Contractor shall have no right, title or interest in the site made available by EIL for execution of the works or in the building structures or works executed on the said site by the Contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever or any charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and EIL shall have an absolute and unfettered right to take full possession of the site and to remove the Contractor, his servants, agents and materials belonging to the Contractor and lying on the site.

The Contractor shall be allowed to enter upon the site for execution of the works only as a licensee simplicitor and shall not have any claim, right, title or interest in the site or the structure erected thereon and EIL shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock, etc. dug up or excavated from the site shall, unless otherwise expressly agreed under this contract, exclusively belong to the EIL and the Contractor shall have no right to claim over the same and such excavations and materials should be disposed of on account of EIL according to the instructions in writing issued from time to time by the Engineer-in-Charge.

4. Each of the Parties agrees and undertakes to perform their respective obligations, and give effect to the rights and entitlements of the other Party, in the manner and subject to the terms, conditions and stipulations mentioned in the Agreement, and to otherwise comply with the terms of the Agreement.

5. The Parties agree and acknowledge that this Contract shall be effective on and from the date of issuance of the Letter of Award/ Fax of Acceptance, i.e. on and from _____

6. All the terms and conditions of the letter of acceptance and its enclosures including bidding document and addendum(s) (if any) thereto shall be applicable and binding on the Parties to this Contract Agreement.

7. Capitalised terms utilised herein but not defined shall, unless repugnant to the context thereof, have the meaning ascribed thereto in the Contract.

IN WITNESS whereof the parties have executed these presents in duplicate the day and the year first above written.

| | |
|---|---|
| SIGNED AND DELIVERED FOR AND BEHALF OF *CONTRACTOR | SIGNED AND DELIVERED FOR AND ON BEHALF OF ENGINEERS INDIA LTD. |
| _____ | _____ |
| _____ | _____ |
| DATE : _____ | DATE : _____ |
| PLACE : _____ | PLACE : _____ |

In the presence of :

| | |
|---|---|
| 1. Name: _____ | 1. Name: _____ |
| 2. Address:_____ (Witness) | 2. Address:_____ (Witness) |

* In the case of partnership to be signed by all partners or by one partner holding a General Power of Attorney.

# SPECIAL CONDITIONS OF CONTRACT

# (SCC)

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**1.0 INTRODUCTION**

**1.1** These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

**1.2** Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

**1.3** Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.

**1.4** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard Engg. Practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the Contractor.

**2.0 DEFINITIONS**

**2.1** For the purpose of the Contract, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings. These are in addition to the defined words appearing in General Conditions of Contract (GCC) and wherever there are contradictions, the definitions appearing in the SCC shall take precedence.

**2.2** **"EIL"** means Engineers India Ltd., a Government of India Public Sector Undertaking, which is a premier consultancy organization having registered office at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.
The Contractor fully understands that EIL is the executing agency of the Client for the Project.

**2.3** **"Client" / "Owner"/ "Trust"** means "Shri Ram Janmabhoomi Teerth Kshetra Trust, Ayodhya " and shall include its successor and assigns.

**2.4** **"Contractor"** shall mean Individual, Agency, Firm or Company (whether incorporated or not) selected by the EIL for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.

**2.5** "Project" means "Construction of boundary wall around the Shri Ram Mandir Complex in Ayodhya"

**3.0 LOCATION OF SITE**

Near Hanuman ghadi, ramkot, Sai Nagar, Ayodhya, Uttar Pradesh 224123.

**4.0 LAND, POWER, WATER AND OTHER FACILITIES**

Clause No. 9.21 of GCC, regarding Water, Power and other facilities stands modified to following extent:

**4.1** CONSTRUCTION WATER
Construction Water shall be arranged by contractor at his own cost.

**4.2** CONSTRUCTION POWER
Construction Water shall be arranged by contractor at his own cost.

**4.3** LAND
Contractor shall make his own arrangements at his own cost for field office, fabrication yard, labour camp, material storage etc.

**5.0 TIME FOR COMPLETION**

**5.1** The work shall be executed strictly as per Time for Completion given in ANNEXURE-I to SCC. The period of completion given includes the time required for mobilisation, demobilisation and completion of work in all respects to the satisfaction of the Engineer-in-Charge.

**5.2** A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned above.

**5.3** Monthly / Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the Contractor based on priorities and the joint programme of execution as referred to above. The contractor shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

**5.4** If the contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, EIL at its option, may terminate the contract due to contractor's default and get the work completed from other sources at contractor's risk & cost.

**5.5** Contractor shall give every day category-wise labour, Manpower and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Engineer-in-Charge.

**5.6** The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

**5.7** Fronts (i.e., Drawing front / Physical front (Corresponding to drawing)) shall be released to the Contractor as per ANNEXURE – I TO SCC. Extension in time of completion due to delay in release of work fronts to the Contractor shall be evaluated as per ANNEXURE – I TO SCC.

## 6.0 SCOPE OF WORK & SUPPLY

**6.1** The scope of work in general includes scope of work specified in various Technical Specifications provided in Technical portion of the bidding document and Schedule of Rates (SOR) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

**6.2** Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

**6.3** Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

**6.4** The scope of supply is as mentioned in Job Specifications/ Technical Specifications, Schedule of Rates etc. of Bidding Document. All materials, equipments, labour & consumables required for successful completion of work as per the description of item in Schedule of Rates shall be supplied by the Contractor and the cost of such supply shall be deemed to be included in the quoted rates without any additional liability on the part of EIL except for the material specifically covered under EIL's Scope of Supply.

## 7.0 TERMS OF PAYMENTS

Clause No. 23 of GCC regarding Terms of Payment is partially modified to following extent:

**7.1** The basis and terms of payments for various items of schedule of rate, for making "On Account Payments" shall be as set out in **ANNEXURE-II to SCC**.

**7.2** For all payment purposes, measurement shall be as set out in **ANNEXURE-III to SCC**.

**7.3** Invoice Instructions

Contractor shall submit the following documents along with the monthly invoices:

A) Along with first invoice:

Following documents / details should be invariably furnished along with first invoice:

i) Copy of valid registration certificate under the GST Law.

ii) Particulars required for making payment through 'Electronic Payment Mechanism'

iii) Mobile No. (optional)

iv) Email id.

B) Periodical / Monthly payment:

i) Invoice (i.e., Tax invoice as per relevant GST rules, indicating GST registration number and HSN and / or SAC No., Rate and amount of GST shown separately.

ii) Copies of challans / receipt of payments of contributions for their employees to the Authorities Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 prescribed under the said Acts such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted to EIL before the end of every calendar months.

iii) Undertaking by the CONTRACTOR regarding compliance of all statutes.

iv) Any other document specifically mentioned in the Contract, or supporting documents in respect of other

**7.4** In the event of EIL/Client noticing at any time that any amount has been disbursed wrongly to the CONTRACTOR or any other amount is due from the CONTRACTOR to EIL, EIL may without prejudice to its rights recover such amounts by other means after notifying the CONTRACTOR or deduct such amount from any payment failing due to the CONTRACTOR. The details of such recovery, if any, will be intimated to the CONTRACTOR.

**8.0** ***TAXES AND DUTIES***

Clause No. 22 of GCC, as applicable, regarding Taxes & Duties is partially modified to the extent as specified in Annexure-A to SCC.

**9.0 ANY OTHER TAXES AND DUTIES AND OTHER LEVIES**

**9.1** The Contractor shall be liable for and shall pay any and all Indian fees, cesses, taxes, duties and levies assessable against Contractor in respect of or pursuant to the Contract. This shall be read in conjunction with Annexure-A to SCC.

**10.0 PRICE VARIATION**

The quoted price shall remain firm and fixed and valid until contractual completion of the contract and shall not be subjected to escalation for any reason what so ever, except as specified below:

**10.1 VARIATION DUE TO TAXES & DUTIES**

Quoted prices shall be subject to increase / decrease due to variations in taxes & duties as per Annexure-A to SCC.

**10.2 Price Variation / Escalation on Supply of Items**

Not Applicable.

**11.0 SITE ORGANISATION**

**11.1** The Contractor shall without prejudice to his overall responsibilities and liabilities to provide adequate qualified and skilled personnel on the work **as per Annexure-IV** and shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work. Qualification and Experience of key construction personnel shall be as per document no. 7-82-0003 (enclosed as **Annexure-V)**. In addition to this, Contractor shall deploy Safety Supervisors to ensure safer working conditions at site. In case where the works are Subcontracted by the Contractors, Safety Supervisors are to be provided by Contractor.

**12.0 QUALITY MANAGEMENT SYSTEM**

Clause No. 9.19 of GCC regarding Quality Management System is partially modified to following extent:

The Contractor shall adhere to the quality assurance system as per EIL Specification No. **6-78-0001** enclosed as per **Annexure-VI to SCC.** After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by Contractor.

**13.0 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITE**

Calibration Requirements of Monitoring and Measuring Devices at Construction Site shall be as per document no. 7-82-0002 (enclosed herewith as **ANNEXURE-VIII**).

**14.0 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS**

Free Issue Material (FIM) from Client/EIL is not applicable for this tender.

**15.0 DISPOSAL OF SURPLUS EARTH/DEBRIS/ROCKS ETC. BY CONTRACTOR**

**15.1** Land for disposal of surplus earth/debris/rocks etc. shall be arranged by contractor. Debris, waste, surplus earth shall be disposed outside the site at a safe / undisputed place. Contractor to take necessary approvals from the statutory authorities for such disposal.

**16.0 ENTRY PASSES, GATE PASSES**

In addition to the Clauses/ provisions for Entry Passes, Gate Passes defined in Appendix-3 (Safety Code) of GCC, following shall be applicable:

**16.1** It shall be the responsibility of the Contractor to fully comply with the following Security Provisions:
Contractor shall comply with EIL/Trust's gate pass system for staff, labour and materials, Vehicle permit system/ rules prevailing at the project site. All such prevailing rules and regulations are to be complied by Contractors without any time and cost impact to the EIL/Trust.

**16.2 WORKING HOURS**

Work shall be carried out in multiple shifts. Contractor shall follow central/ Trust enactment for working hours and shall obtain due permissions from 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. All necessary arrangements including lighting for working during night shall be in contractor's scope of work.

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 Engineer- In-charge or his authorized representative and obtain his prior written permission.

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 EIL shall in no way be responsible to compensate him for the same. No extra claim shall be entertained by EIL on any account.

Contractor shall be ready to arrange for additional manpower and machinery for the work in late evenings / night hours if required and ordered by EIL for completion of work as per the permissions given by competent authorities.

**17.0 CONTRACT PERFORMANCE GUARANTEE(CPBG)**

Clause no. 9.4.2 of GCC "Contract Performance Bank Guarantee / Security Deposit" stands replaced as follows:

SECURITY DEPOSIT (SD)

**17.1** The Contractor shall within 15 days of issue of FOA/ LOA, deposit with EIL an interest free Security Deposit (SD) for an amount equivalent to 10% of the contract value in the form of **Bank draft/ Pay Order/ Bank Guarantee/Fixed Deposit receipts (FDRs)/Insurance Surety Bond**. If the Security Deposit is

submitted in the form of Bank Guarantee or Fixed Deposit receipts, the Bank guarantee or Fixed Deposit Receipts towards security deposit shall be from a Scheduled Bank and kept valid up to Contract Period plus Defect Liability period plus two months for claim period. The unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI) valid up to contract period plus Defect Liability period plus two months for claim period.

This Security Deposit (SD) for 10% of Contract value shall be reduced to 5% of the contract value after issue of work completion certificate by Engineer-in-Charge. This reduced value of security deposit shall remain valid till defect liability period plus two months claim period.

Against submission of Security Deposit or Performance Bank Guarantee Electronic Bank Guarantee shall also be acceptable in place of SFMS based bank Guarantee. If a Contractor/Supplier chooses to submit e-BG, physical copy is not required. Contractor/Supplier intending to submit an e-BG must do so in accordance with the contractual terms by submitting the e-BG copy to the Officer in-Charge as mentioned in the LOA/DLOA/PO/Work Order. For issuance of Electronic Bank Guarantee through National e-Governance Services Limited (NeSL) platform, details of Engineers India Limited (Beneficiary) are as under:

| | | |
|---|---|---|
| (i) | PAN | AAACE5318C |
| (ii) | Name | Engineers India Limited |
| (iii) | Date of Incorporation | 15.06.1965 |
| (iv) | Email ID | eil.ebg@eil.co.in |
| (v) | Contact No. | 9999119550 |
| (vi) | Legal Constitution | Entity |
| (vii) | Registered office address | Engineers India Bhawan, 1, Bhikaji Cama Place, New Delhi-110066, India |
| (viii) | Registered office address Pin code | 110066 |
| (ix) | Communication address | Engineers India Bhawan, 1, Bhikaji Cama Place, New Delhi-110066, India |
| (x) | Communication Address Pin code | 110066 |

**17.2** Alternatively, Contractor shall have the option of converting the EMD into initial Security deposit. In such a case, Contractor shall, within 15 days of issue of FOA/ LOA, furnish a letter exercising the option of converting EMD into Initial Security deposit. The Bank Guarantee / Fixed Deposit receipts (FDRs) furnished towards EMD shall appropriately be amended including extension up to Defect Liability period plus two months for claim period so that the same can be treated as initial security deposit.

However, if the FOA/ LOA is issued to a bidder who have not submitted the EMD (under the exemption provisions available in the bidding document), then such bidder will be required to submit the EMD amount as interest free initial Security Deposit to EIL, within 15 days of issue of FOA/ LOA, in the form of Bank Draft/ Pay Order/ Bank Guarantee/Fixed Deposit receipts (FDRs), valid upto Defect liability Period plus two months claim period.

**17.3** In addition to the above initial Security Deposit, from each RA bills a differential amount in percentage (equal to 10% of estimated contract value minus EMD amount, if any) shall be deducted towards security deposit. Thus, RA bill payments shall be released to the Contractor after deduction of the security deposit. Non-refundable interest shall be charged at the rate at the rate defined in the contract, from the date the BG towards security deposit becomes due and shall be chargeable on the reducing balance left after apportioning the SD amount accumulated from each running bill, till complete SD amount is recovered from the bills.

It is clarified here that option of deduction of differential amount in percentage towards security deposit shall be applicable only when bidder have submitted the EMD in the bid and opts to convert prescribed EMD into initial security deposit.

**17.4** However, Contractor shall have the option to submit a BG towards Security Deposit valid up to defect liability period plus two months for claim period, for an amount equivalent to 10% of estimated contract value at any time during the pendency of the contract. Pursuant to this, the amount so far retained in lieu of security deposit along with BG towards initial security deposit shall be released immediately. The interest so charged shall not be refunded.

**17.5** After the issue of work completion certificate, since security deposit for 5% is to be maintained, EIL will retain 5% of Executed Contract Value for a period upto Defect Liability Period. The company reserves the right to deduct any amount due to the Company from the Security Deposit at the time of release of remaining amount to Contractor.

**17.6** SD along with BG towards initial security deposit, shall be released only after expiry of defect liability period and settlement of all dues in all respects, to the satisfaction of the Engineer-in-Charge and submission of 'No dues Certificate' & 'No claim Certificate' by the Contractor. The company reserves the right to deduct any amount due to the Company from the Security Deposit at the time of expiry of Contract/ Termination of Contract.

**17.7** The Bank guarantee towards SD (or the Initial Security deposit, as the case may be) shall be extended by such period as EIL may require if the Completion is delayed/ extended beyond the schedule time for completion as per direction of the Engineer-in-Charge.

In the event, if Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Bank Guarantee towards SD shall be increased proportionately by the Contractor within 7 (Seven) Days to ensure that it remains valid for an amount which is equivalent to 5% of the revised Contract Price, as determined by the engineer-in-Charge, else amount equivalent to the 5% of such differential between estimated original contract price and executed contract price shall be withheld/ deducted from the RA bills on account of increase in the Security Deposit.

**17.8** If the Contractor fails to provide, maintain or renew the Security Deposit in accordance with the Contract, then EIL may, without prejudice to any other rights and remedies, to which it may be entitled, by giving written notice, terminate the Contract forthwith.

**17.9** In case Contractor does not furnish Bank guarantee towards security deposit as per clause 17.1 or does not exercise the option of converting EMD towards Initial security deposit as per clause 17.2 above, then the EMD submitted by the Contractor shall be liable to be forfeited.

**17.10** In case Contractor, after confirming that he will exercise the option of converting EMD into initial security deposit, does not submit the amended bank guarantee, payment shall not be released unless the amended BG is submitted, unless full amount of security deposit along with accrued interest thereon is recovered from the running bill.

**17.11** Contract agreement shall be signed on receipt of CPBG from the Contractor or a letter from him exercising the option of converting EMD into initial security deposit.

**17.12** The Contract Performance Bank Guarantee shall be returned to the Contractor after 2 (two) months from the expiry of Defect Liability Period (or Extended Defect Liability Period, as applicable).

**17.13** The contractor shall submit the Security Deposit within the period stipulated. EIL may extend such period with applicability of recovery of accrued interest for the delayed period.

## 18.0 REQUIREMENTS FOR DOCUMENTATION

**18.1** The Contractor shall adhere to the requirements for Documentation as per EIL Specification no. 6-78-0002 attached as **Annexure-IX** to Special Conditions of Contract.

**18.2** Record Maintenance as applicable which are essential as part of CTE requirements as per following:

- Daily Progress Report

- Maintenance of Hindrance Register
- Cement Consumption Register
- Pile Bore Logs
- Pour cards
- Gate Passes for Steel & Other material entry
- Scrap Reconciliation report
- Survey Field Note Books certification
- Maintenance & Certification of Cube test reports
- Safety Register
- Measurement Book
- Lab Test reports
- Drawings Control register
- Deviation Permits / Cost Benefit calculation, review of sub-contractor documents & recommendation
- Seigniorage records maintenance, reconciliation, Follow up with sub-contractors for MRC, etc.
- Bar Bending Schedule
- Daily Attendance Register
- Records of payments of ESI, EPF, Insurance, etc.
- Details of Safe Manhours

## 19.0 OTHERS

### 19.1 General Environment Requirement

The Contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants. The Contractor should ensure proper awareness to workers to maintain a green and clean environment inside/outside the plant.

## 20.0 COORDINATION WITH OTHER AGENCIES

**20.1** Contractor shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. The Engineer-in-Charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the Contractor.

**20.2** If and when required for the coordination of the works with other agencies involved at site, the Contractor shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

## 21.0 MOBILISATION OF CONSTRUCTION EQUIPMENTS

**21.1** The Contractor shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time for completion, progressively deploy key construction equipment & tools and further augment the same depending on the exigencies of work as per **annexure-VII** and as decided by the Engineer-in-Charge so as to suit the construction schedule within scheduled completion date without any additional cost to EIL.

## 22.0 ELECTRICAL CONTRACTOR'S LICENSE

**22.1** The Contractor or its nominated Sub-contractor(s), as the case may be, shall have a valid electrical contractor's license for working in the State in which the job site is located. The Contractor shall furnish a copy of the same to Engineer-in-charge before commencement of any electrical work or work pertaining to Electrical System.

**22.2** 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 his nominated Sub-Contractor, as the case may be, intending to execute the work.

## 23.0 MAKE OF MATERIALS

**23.1** The materials required to be supplied by the Contractor under this contract shall be procured only from EIL approved vendors. Where the makes of materials are not indicated in the Bidding document, Contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors / sub-vendors before placing order.

**23.2** The contractor shall purchase TMT Bars, Structural Steel and Cement as per the provisions defined in **ANNEXURE-X**.

**24.0 DELETED**
**25.0 DELETED**
**26.0 DELETED**

**27.0 DELETED**

**28.0 MISCONDUCT**

**28.1** The EIL/ Trust may at any time object to and require the Contractor to remove forthwith from the Site a supervisor or any other authorised representative or any person(s) deployed by Contractor, if, in the opinion of the EIL's/ Trust's, the person in question has misconducted himself or his deployment is otherwise considered undesirable by the EIL/ Trust, the Contractor shall forthwith remove and shall not again deploy the person in question of the Work Site without the written consent of the EIL/ Trust.

**28.2** The EIL/ Trust may at any time request the Contractor to remove from the Work/Site Contractor's supervisor or any other authorised representative including any employee of the Contractor or any person(s) deployed by Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The Contractor shall consider the EIL/ Trust request and may accede to or dis-regard it. EIL/ Trust, having made a request as aforesaid in the case of any person, which the Contractor has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Contractor to remove that person from deployment on the Works which the Contractor shall then forthwith do and shall not again deploy any person so objected to on the Works or on the sort of work in question (as the case may be) without the written consent of the EIL/ Trust.

**28.3** The Contractor shall promptly replace every person removed, pursuant to this section, with a competent substitute.

**29.0 FACILITIES FOR WORKMEN**

**29.1** The Contractor shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.

**29.2** The Contractor shall provide at Site adequate supply of drinking water and other water for use at Site.

**29.3** If any illness of an epidemic nature breaks out, the Contractor shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.

**29.4** The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbour-hood of the work.

**29.5** The Contractor shall ensure that the provisions of this Clause 28 are complied with by his Sub-Contractors also.

**30.0 FURHTER SUB-CONTRACTING**

**30.1** Provisions for further Sub-Contracting shall be as per Clause no. 9.14 of GCC.

The sub-contractor may engage specialized agency to carry out part of the scope of works. Sub-Contractor will submit to EIL for approval the details of nominated Sub-Contractors as per **ANNEXURE-XI.**

**31.0 OTHER MODIFICATIONS TO GCC**

**31.1 PRICE REDUCTION DUE TO DELAY IN COMPLETION (PRS)**

**31.1.1** 1st sentence of Clause no. 13.2.1 of GCC stands modified as follows:

If the Contractor fails to complete the Works within the Time for Completion, other than due to an event of Force Majeure or any reason solely attributable to EIL, then the Contract Value shall be reduced by

0.5% of Total Contract value per week of delay or part thereof subject to a maximum deduction of 10% of the Total Contract value.

**31.1.2** For the purpose of PRS, part thereof in clause 30.1.1 above shall be considered as one full week.

**31.1.3** Also in case Time extension is granted during execution of the contract pending detailed delay analysis, payment against RA bills shall be released to the Contractor without deducting PRS subject to the condition that Contractor submits the additional BG to cover the PRS amount.

### 31.2 Payment against RA bills

**31.2.1** Following clause no 23.3 of GCC Stands modified to the extent as follows:

Contractor can raise any no. of RA bills in a month.

**31.2.2** Last sentence of clause no. 23.3.2 (c) of GCC stands modified as follows:

Notwithstanding anything contained in this clause 23.3.2 (c), EIL may, at its sole discretion, release 75% payment of the RA bill within 7 days of receipt of RA bill by Finance duly certified by Engineer-in-charge and balance as per provisions of GCC.

### 31.3 SUSPENSION

**31.3.1** Clause No. 26 of GCC stands modified to the extent as follows:

If the suspension is ordered for reasons not attributable to the sub-Contractor, then:

a. Beyond 5 days of continuous suspension or beyond 30 days of Cumulative suspension, sub-Contractor shall be entitled for an extension of the time equal to the period of suspension plus 25%.

b. In case continuous Suspension exceeds 30 days, the sub-Contractor shall be entitled for both time and cost compensation. The cost compensation shall be worked out based on mutual discussions and acceptance.

### 31.4 CHANGE OF QUANTITIES

Clause No. 10.6 & 24.10 of GCC stands modified to the extent as below:

**31.4.1** The work covered under this contract having to be executed by the Contractor on a lumpsum firm price / item rate quoted by him, Owner / EIL will not accept any proposals for changes in value of contract or extension in time on account of any such changes which may arise to the Contractor's scope of work as a result of detailed engineering and thereafter during the execution of Work. The only exception to this will be case where Owner / EIL requests in wring to the Contractor to upgrade the specifications or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of work as defined in the Contract document.

In such cases, a change order will be initialled by the Contractor at the appropriate time for Owner / EIL's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

**31.4.2** The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or 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 the 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 respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations,

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 on the additional, altered or substituted WORK at the same rates as 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 WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT 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, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it 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 rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

d. Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15% (Fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates.

e. Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed plus (+) 50% or is not less than minus (-) 25% of the VALUE OF CONTRACT, the item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

| S.No. | Range of Variation | Percentage compensation for decrease in the value of work in the respective |
|---|---|---|
| a) | Between (-) 25% up to & inclusive of (+) 50% | No increase/decrease applicable for the Schedule of Rates (The rates of the Schedule of Rates shall be valid for this increase/decrease). |
| b) | Beyond (-) 25% upto & inclusive of (-) 50% | For reduction beyond -25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value. |

## 31.5 GOVERNING LAW AND JURISDICTION, DISPUTE RESOLUTION

**31.5.1** Clause No. 34 and Clause No. 35.2.1 to 35.2.6 of GCC stands deleted and replaced with modified 'Dispute Resolution Clause' as under:

**25.2.1 Model Dispute Resolution Clause**
Model Dispute Resolution Clause shall be applicable as per provisions of attached Appendix-I of Annexure-B to SCC.

**25.2.2 EIL Conciliation Rules**
Latest EIL Conciliation Rules have been attached as Appendix-II of Annexure-B to SCC.

### 31.5.2 SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPTT./ PUBLIC SECTOR UNDERTAKING

Clause No. 35.3 of GCC stands replaced with the following:

35.3.1 If the Contractor/ seller is a CPSU or CPSE or is a Govt. Department, any disputes or differences between the Contractor / seller and EIL hereto arising out of any notified claim of the Contractor / Seller in terms hereof and/or arising out of any amount claimed by EIL (whether or not the amount claimed by EIL or any part thereof shall have been deducted from the final bill of the Contractor or any amount paid by EIL to the Contractor in respect of the work), then in supersession of the provisions of clauses above, the following provisions shall apply:

35.3.2 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 CPSE(s) and Government Department(s)/ Organization(s) (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) only as mentioned in DPE OM no. 05/0003/2019-FTS-10937, dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

35.3.3 Further, vide DPE OM no. DPE-05/0002/2023-AMRCD, dated 25.07.2024, it is clarified that the interpretation and application of the provisions of commercial contract(s) in case of dispute/s between the following Organizations/ Departments shall be taken up under AMRCD only:

i. CPSE and CPSE;
ii. CPSE and Ministry / Department of Central Government;
iii. CPSE and Public Authority/ Organization or University under the Central Government;
iv. CPSE and State Governments/State PSUs/ Public authority/ Organization or University under any State Government.

Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Contractor / seller 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 EIL) and the Contractor / seller shall remain liable and bound in all respects under the Contract.

## 31.6 TERMINATION

**31.6.1** In addition to the provisions of clause no. 32 of GCC, following shall also be applicable in case termination due to Contractor's default:

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, EIL shall initiate Termination action as per the contract.

b. In case of non-submission of CPBG within one month beyond the period stipulated for it, 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.

c. Further, in case of submission of CBPG within scheduled period, but Contractor

being at default in terms of Contract, a) above shall be applicable.

d. In case of occurrence of any of the above specified events, Contractor shall be understood to have defaulted and the EIL shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of EIL to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL.

e. The Contractor may also request for a personal hearing.

f. EIL 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.

g. The decision taken as above shall apply to both Termination as well as Suspension / Banning.

**31.7** "Effective date" referred in the GCC means date of issuance of Fax of Acceptance/ Letter of Award of work.

## 32.0 EXTENDED STAY COMPENSATION

No Extended Stay Compensation shall be payable against the subject Contract.

## 33.0 STATUTORY APPROVALS

**33.1** Obtaining statutory approvals, required as defined in contractor's scope under Technical Scope of work, shall be the responsibility of the contractor. Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the Employer 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 work is not delayed for want of the approval/inspection by concerned authorities.

**33.2** 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.

**33.3** Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this contract.

**33.4** All statutory approvals other than specified under 33.1 above shall be obtained by EIL/Trust and provided to the Contractor.

## 34.0 TEMPORARY FIXTURES

**34.1** Before erecting temporary shelters like sheds or tents anywhere within the premises, written permission of the concerned be obtained. Temporary fixtures like; sheds, tents, etc. shall be erected in conformity with normal safety standards. Thatched roof to such fixtures will not be permitted.

**34.2** Temporary piping, house connections and electrical wiring must be laid in such manner that they may not cause tripping or hitting hazard. All precautions should be taken to ensure that any temporary electrical wiring used within the Project Area would not cause spark or shock.

**34.3** All necessary / require precautions shall be taken and all HSE norms of EIL shall be complied with.

## 35.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

**35.1** Safety is to be given prime importance. During construction, Contractor shall strictly follow the safety procedures, precautions & norms as per SAFETY CODE (as per Appendix-3 of GCC), EIL specifications on Health, Safety and Environment (HSE) Management (enclosed as **ANNEXURE-XII**).

## 35.2 SAFETY / FIRE PROTECTION

**35.2.1** 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 EIL's/ Client's and accepted industry safety practices as required for this work.

**35.2.2** 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 Company requirements relating to safety and pollution control measures are complied with.

**35.3 Rules And Regulations**

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 EIL's Representative.

**35.4 Watch and Ward**

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/ Client for the protection of the Works or for the safety and convenience of the Public or others.

**36.0 DEFECT LIABILITY PERIOD**

Clause no 18 of GCC stands modified to the extent as follows:

The defect liability period shall be a period of 36 months from the date of completion of works mentioned in completion certificate.

**37.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE**

To distinguish between work in substructure and superstructures, the following criteria shall apply:

**37.1** For all boundary walls, other foundations and R.C.C. structures, any work executed up to 300 mm above the lower of the inside or outside ground level (in case of boundary walls), and up to 300 mm above the finished floor level (in case of other structures), shall be classified as substructure work. Work executed beyond this level shall be treated as superstructure work, and payment shall be made accordingly.

**37.2** 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".

**37.3** 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.

**38.0 OUTBREAK OF PANDEMIC**

**38.1** In case of any outbreak of pandemic during the execution of the contract, contractor to follow all guidelines/SOP's issued by central govt /state govt/local authorities. Contractor to also submit compliance report to Owner/EIC. Contractor to note that quoted price is inclusive of this provision & no extra compensation on this account shall be admissible.

**39.0 WEATHER CONDITIONS**

**39.1** The Sub-Contractor shall bear all cost and delays due to adverse weather conditions / weather down time experienced during the execution period of the works.

## 40.0 INSURANCE

### COMPREHENSIVE ALL RISK INSURANCE

Clause no. 33 of GCC stands modified as follows:

**40.1** Contractor shall at its own Cost, take out and maintain in effect, or cause to be taken out and maintained in effect, during the execution of the Works, a Comprehensive All Risk Insurance Policy.

**40.2** Without prejudice to Clause 39.1 the Contractor shall be required to take out and maintain at all times during the subsistence of this Contract, adequate insurance coverage in respect of:

a) Any damages or compensation against claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto, payable under Applicable Laws in respect or any consequence of any accident or injury to any Contractor's Personnel during or pursuant to their employment by the Contractor or by the Contractor's Subcontractors, save and except an accident or injury resulting from any act or fault of EIL/Owner;

b) All Contractor's Equipment brought on to the Site by the Contractor or its Subcontractors for use in connection with the Works, to the extent of their full value against all loss or damage from whatever cause arising; and

c) Third party liability for physical loss of or damage to any third party property or injury to or death of any third party (including employee of Owner) which may arise out of or in connection with the execution of the Works at the Site by the Contractor or EIL, (collectively “Contractor's Insurance”).

**40.3** Contractor's Comprehensive All Risk Insurance shall be composite policy in the joint names of the Parties, for their respective rights and interests. The terms of the Contractor's Comprehensive All Risk Insurance shall entitle the Contractor to maintain the policies in force after termination of the Contract.

**40.4** Contractor shall, at the request of EIL, produce within 7 (seven) days of request, such evidence as EIL may reasonably require and as is obtainable from insurers that the Contractor's Comprehensive All Risk Insurance have been effected, which evidence may include sight of the insurance policies and confirmation of the payment of all premiums to keep the policies in force. If Contractor fails upon request to produce to EIL satisfactory evidence in accordance with this Clause 39.4 that there is in force the Contractor's Comprehensive All Risk Insurance, EIL may effect and keep in force any such insurance and the Contractor failing to evidence insurance shall pay to EIL all reasonable costs incurred by EIL for such purpose.

**40.5** Contractor shall ensure that it and its personnel, Subcontractors, servants and agents at all times:

a) Comply with the terms and conditions of the Contractor's Insurance;

b) Comply with the procedures for claims notification and administration there under; and

c) Do nothing nor omit to do anything which might entitle any insurer to refuse to pay any claim under, or which might otherwise prejudice the Contractor's Insurance.

**40.6** Contractor's Comprehensive All Risk Insurance, shall wherever possible, provide for 30 (thirty) days written notice of any cancellation, non-renewal or material modification of any such policy to be given by the insurers to the insured persons. Further, Contractor's Comprehensive All Risk Insurance shall contain a clause to the effect that the insurers have agreed to waive all rights of subrogation against the persons assured (including all beneficiaries thereof).

**40.7** Regardless of the extent of settlement of claims for insurance proceeds under Contractor's Comprehensive All Risk Insurance or the time taken for settlement of such claims, the Contractor shall promptly make good any loss or damage for which it is responsible under the terms of this Contract.

Additionally, following shall apply:-

Wherever the Contractor already has the insurance policies for their workers/equipments/vehicle, etc, proposed to be used at project site, the Contractor shall have the option either to get a new insurance

policy in the joint name of EIL and Contractor or get the endorsement of existing policies from the insurers in the joint name of EIL and Contractor.

**40.8 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)**

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of EIL. 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.

41. **Miscellaneous**

As per Annexure-C

# ANNEXURES
# TO
# SPECIAL CONDITIONS
# OF
# CONTRACT

# TAXES & DUTIES

## [ANNEXURE - A TO SPECIAL CONDITIONS OF CONTRACT]

# ANNEXURE-A TO SCC
# (TAXES & DUTIES)

## A. Price basis w.r.t inclusion/exclusion of taxes and duties

1. The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively) and GST compensation cess, (if applicable) leviable on sale of finished goods/services.
2. DELETED
3. Transportation charges (if applicable) upto respective project site shall be exclusive of GST.
4. Site work prices, if applicable shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
5. Prices of per diem supervision charges, training/AMC, HAZOP Study etc. (as applicable) shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in any territory other than India.

## B. TAX CLAUSES

### 1. Goods and Services Tax

a. The supplier/contractor will be liable to register with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods/services in its own registration (GSTN).

b. Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by EIL. In the event that the supplier/contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, EIL shall not be liable to make any payment on account of GST against such invoice.

c. In case supplier/contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/contractor in format prescribed along with the Invoice.

d. GST shall be paid to supplier/contractor against receipt of Tax Invoice/E-Invoice and on auto-population of input tax credit on GSTN portal. In case of


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non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, EIL shall with hold the payment of GST.

e. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit Is denied/delayed to EIL or any interest/penalty is charged to EIL due to any non-compliance/ delayed compliance by the supplier/contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/contractor), the supplier/contractor shall be liable to reimburse EIL for all such losses and other consequences including but not limited to the tax loss, interest and penalty. EIL shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the EIL.

f. In case of any Advance including Mobilization/Secured/Other Advance is granted to supplier/contractor as per the provisions of Contract, then the supplier/contractor shall issue a Receipt Voucher / GST Invoice in the form and manner prescribed under GST Act read with Rules thereunder including e-invoicing provisions.

g. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the GST Act read with Rules thereunder including e-invoicing provisions.

h. GST payable under reverse charge for specified services/goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/contractor but will be directly deposited by EIL to the appropriate Government Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, then EIL shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by EIL to supplier/contractor.

i. Where EIL has the obligation to discharge GST liability under reverse charge mechanism and EIL has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to EIL or Input Tax Credit w.r.t. such payment is not available to EIL for any reason which is not attributable to EIL, then EIL shall


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be entitled to deduct/set off /recover such amount against any amounts paid/payable by EIL to contractor/supplier.

j. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/contractor.

k. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/contractor shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.

l. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.

m. EIL prefers to deal with registered supplier/contractor of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where EIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

n. In case of foreign bidders, for supervision/site-work/training, services provided by foreign bidder at project site, GST shall be paid by EIL directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluation of bid as per clause E (Evaluation Methodology).

o. Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.

p. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor raises invoices for full value, then supplier/contractor shall issue Credit Note,


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in the form and manner prescribed under relevant GST Act read with Rules thereunder, towards applicable PRS amount with applicable GST thereon.

In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, EIL shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor.

In case any financial implication arises on EIL due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. EIL shall be entitled to recover the amount of such financial implication paid or becoming payable by EIL together with penalty and interest thereon, if any.

q. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by EIL where E-way bill shall be issued by EIL.

r. In case of applicability of any recovery as per provisions of the contract, EIL shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

## 2. IMPORT DUTIES

a. Direct supplies by foreign supplier where EIL becomes consignee
   i. Consignee shall be EIL, bill of entry shall be filed by EIL, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be paid by EIL .

b. Imported supplies by Indian suppliers as built in import content where Suppliers/Contractors will become consignee of the goods or by filling Bill of Entry for Home consumption
   i. Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.
   ii. DELETED
   iii. In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of


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custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request letter submitted by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the EIL or it shall be recovered by the EIL from the supplier/contractor's invoice.

iv. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.

v. If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.

vi. If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the EIL.

vii. If bidder has considered Import Duty other than Merit Rate of Import Duty then statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.

viii. In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

c. General points:

i. In case EIL is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or material by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/contractor, the supplier/contractor shall indemnify and hold harmless EIL for any and all costs, expenses or losses suffered or incurred by EIL in this regard

ii. If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/treaty etc. are strictly complied with.

iii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on


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this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable if any

iv. Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/ CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.

v. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

vi. EIL will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

vii. In case custom duty rate as quoted by Foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on EIL Account, differential amount on account of above-mentioned rate variation will be recovered from Foreign bidder.

## 3. INCOME TAX

### a. Foreign supervisors/suppliers/contractors

Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Act and Rules there under.

EIL shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for TDS shall be provided to the supplier/contractor.

In case foreign bidder quotes Prices of site work, contracts and other services "net of Income Tax" i.e., exclusive of Indian income tax, EIL shall deduct and deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per Indian Income Tax Act and Rules thereunder.


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Foreign bidder shall furnish the information required in line with the prevalent provisions of Income tax act read with rules thereunder including but not limited to Tax residency certificate, Form 10F, No permanent establishment declaration, No business connection certificate, PAN in India if available.

Failing to provide above documents/information, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.

If the non-resident is unable to obtain & submit Tax Residency Certificate to the EIL within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the EIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.

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

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

In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

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

b. Indian resident supervisors/ suppliers/contractors

Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.


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Tax shall be deducted at source (TDS) by EIL on all sums due to supplier/contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

EIL shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted or withheld and deposited by EIL on payments made to the supplier/contractor to enable the supplier/contractor to claim the credit of Tax deducted by EIL.

c. INCOME TAX (General Points):-

i. The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the EIL for discharging any of its responsibilities/liabilities under such laws in relation to or arising out of the Contract. For the lapses/failure, if any, on the part of the supplier/contractor and consequential penal action taken by the Income Tax department, EIL shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/contractor.

ii. The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the EIL with the Income Tax Authorities in India and will not be adjustable by the EIL. It is therefore in the interest of the supplier/contractor that prior to release of any payment due to the supplier/contractor under the Contract that the supplier/contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the supplier/contractor shall be made by the EIL after withholding/deduction at the rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.

iii. TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the EIL against submission of Form-16A (TDS certificate).

## C. INVOICING METHODOLOGY W.R.T. TAXATION

following invoicing methodology shall be followed :


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1. In case of domestic / foreign PO's (Other than 2 below) , Invoice/E-Invoice shall be raised by the supplier/contractor in the name of EIL and consignee shall be EIL.
2. In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/contractor shall bring material at project site in their own name and they themselves shall be consignee. As per provisions of contract between EIL and supplier/contractor, Invoice/E-Invoice shall be raised by supplier/contractor to EIL after charging GST.

## D. APPLICABILITY OF TAX CREDIT

Input tax credit is available to EIL.

## E. EVALUATION METHODOLOGY W.R.T. TAXES

GST shall not be loaded for price bid evaluation purpose. GST compensation cess (if any) as quoted by bidder shall be loaded for price bid evaluation purpose.

## F. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

## G. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE FACTORY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since contractors/suppliers shall bring material at project site in their own name and raise invoice to EIL (as per payment milestone achieved) after charging GST, location of fabrication yard whether inside or outside factory premises will not attract any additional liability.

## H. TAX IMPLICATION WHERE EIL WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTORS/SUPPLIERS

Where EIL issues FIM's to suppliers/contractors, material will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.

## I. STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/Contractor except for the following:


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1. GST: If after the due date of submission of last price bid and upto the contractual delivery/completion period (*Note 4), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to EIL's account and shall be adjusted (increase / decrease) to / from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in GST after the contractual delivery/completion period (*Note 4) shall be to Supplier's/Contractor's account. However, any decrease in the rate of GST shall be passed on to EIL.

   For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

2. Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS): If after the due date of submission of last price bid and upto the XX (*Note-3) of contractual delivery/completion period (*Note 4), any increase/decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to EIL's account and shall be adjusted (increase/decrease) to/from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in rate of BCD & SWS on materials imported after the XX (*Note-3) of the contractual delivery/completion period (*Note 4) shall be to Supplier's/Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to EIL.

   For calculating Statutory Variations in BCD/SWS, ceiling amount of CIF Value and rate of custom duty as declared by the Bidder in relevant price schedule shall only be considered.

Note: Indian supplier/contractor to consider input tax credit of IGST and GST Compensation Cess if any (in case of import of raw Materials / components) in their quoted prices. Hence, Statutory variations on same in case of imported materials from outside India in Supplier's/Contractor's name (i.e., for Indian Bidders) shall be to Supplier/Contractor account.

3. Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of last price bid but upto the contractual date of delivery/completion (*Note 4) shall be to EIL's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier/contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/Contractor's account.

## J. TAX INDEMNITY

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, howsoever named, as are payable


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to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the EIL arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the EIL.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.

GENERAL:

1. *Note-1 Deleted
2. *Note-2 Deleted
3. *Note-3 Contract period shall be as per clause no 3.0 of LIB/IFB of bidding document.
4. *Note-4 Contractual delivery/completion period shall include extended contractual delivery/completion period for the reasons attributable to EIL or due to Force Majeure condition.


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# GOVERNING LAW AND JURISDICTION, DISPUTE RESOLUTION

## [ANNEXURE - B TO SPECIAL CONDITIONS OF CONTRACT]

# DISPUTE RESOLUTION CLAUSE

1. In respect of all or any dispute(s) of any kind whatsoever between the Parties arising out of or in connection with the Contract, the Parties shall seek to resolve any such dispute or difference by mutual consultation, failing which, mandatorily by way of Conciliation through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended), and only if such Conciliation fails then through Arbitration / Commercial Courts as mentioned herein.

2. There shall be no arbitration, for all or any dispute(s) involving aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and for all or any dispute(s) involving aggregate claims (including interest all inclusive) greater than Rs. 5 Crores.

   All or any dispute(s) involving "aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and aggregate claims (including interest, all inclusive) greater than Rs. 5 Crores" shall be adjudicated shall be adjudicated by the Courts of competent jurisdiction at New Delhi.

3. All or any dispute(s) arising out of or in connection with the Contract, involving aggregate claims (including interest, all inclusive) between Rs. 25 Lakhs and Rs. 5 Crores, which cannot be resolved through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended) may be referred to arbitration for adjudication in the manner specified herein.

   Provided that any dispute(s) specifically specified as excluded matters and listed at clause no. 8 shall not be arbitrable.

4. The Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 (as amended). The fee of arbitrator in respect of claims by the Contractor shall be paid by the Contractor and fee of arbitrator in respect of claims by EIL shall be paid by EIL. This agreement between parties that the fee on contractor's claim is payable by the Contractor and the fee on the EIL's claims shall be paid by EIL, shall valid and such agreement shall be renewed between the parties after the dispute in question has arisen.

   All other expenses (including expense related to venue, travel of the arbitrator, local conveyance, secretarial assistance, and any other incidental expenditure) shall be equally shared by both the parties.

5. On invocation of the Arbitration clause by either party, EIL shall suggest a panel of three independent and distinguished persons to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from EIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and EIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of

dispute(s). The decision of EIL on the appointment of the sole arbitrator shall be final and binding on the other party.

6. The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

7. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable.

8. List of Excluded matters:

    a. Whether or not a claim sought to be referred to arbitration by the contractor is a notified claim.
    b. Whether or not a notified claim is included in the contractor's final bill in accordance with the provisions of contract.
    c. Any claim, difference or dispute relating to, connected with or arising out of EIL's decision under the provisions of Integrity Pact executed between EIL and the Bidder / Contractor.
    d. Any claim, difference or dispute relating to indulgence of Contractor/Vendor/Bidder in corrupt/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
    e. Any claim, difference or dispute relating to, connected with or arising out of EIL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor

9. Parties mutually agree that Arbitral Tribunal/Arbitrator will not include in the sum for which the award is made any interest for any part of period between the date on which the cause of action arose and the date on which the award is made. Accordingly the Parties mutually agree that neither the arbitral claim nor the arbitral award shall include interest component for any part of period between the date on which the cause of action arose and the date on which the award is made.

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

11. Subclauses 2 to 9 of this clause shall not be applicable in contracts where both the parties to the contract come under the purview of AMRD Mechanism.

# APPENDIX-II
# TO
# ANNEXURE-B
# TO SCC

# ENGINEERS INDIA LIMITED CONCILIATION RULES, 2012

## Rules for Speedier, Cost-effective, Out-of-Court, Out-of-Arbitration Amicable Dispute Settlement through Conciliation

**Whereas** Part-III of the Indian Arbitration and Conciliation Act, 1996 makes elaborate provisions for Alternate Dispute Resolution through Conciliation, which is emerging as an effective Dispute Resolution Mechanism for Public Sector Units in India.

**Whereas** Engineers India Limited desires to approach Conciliation as a Dispute Resolution Mechanism and hereby frames the present Rules in conformity with/supplementary to Part - III of the Indian Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

## RULE 1: SHORT TITLE

These Rules shall be called the Engineers India Limited Conciliation Rules, 2012.

## RULE 2: DEFINITIONS

(a). **"EIL"** shall mean Engineers India Limited, having its registered office at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.

(b). **"Panel of Conciliators"** shall mean the list of eligible persons maintained by EIL's Legal (Commercial) and approved by the Chairman & Managing Director of EIL to act as Conciliators in Conciliation proceedings under these Rules.

Proposals initiated by Legal (Commercial) for empanelment of such Conciliators shall be approved by Director (Commercial) and Director (Finance) before the same is approved by Chairman & Managing Director of EIL.

(c). **"Party"** means a Party to a defined legal relationship, whether contractual or otherwise or a Party to a Conciliation proceeding under these Rules.

(d). **"Rules"** shall mean the Engineers India Limited Conciliation Rules, 2012.

(e). **"Outside Experts Committee"** shall mean the Committee of Conciliators appointed under Rule 5 (g) of these Rules.

(f). **"Working Day"** shall mean any of the Five days from Monday to Friday, excluding holidays declared by Engineers India Ltd.

## RULE 3: APPLICATION OF RULES

(a). The Engineers India Limited Conciliation Rules, 2012 shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract or otherwise, involving Engineers India Limited as a Party where the parties seeking an amicable settlement of their disputes have agreed that Engineers India Limited Conciliation Rules, 2012 apply.

(b). The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever a settlement is possible.

(c). Pendency of Arbitral or Judicial proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue as the Arbitral or Judicial proceedings. However, in such case, the parties shall put such arbitral/judicial proceedings on hold to facilitate the Conciliation Proceedings.

(d). These Rules shall not, however, apply to dispute(s) which, by virtue of any law for the time being in force in India, may not be submitted to Conciliation.

(e). These Rules shall be subordinate to and supplementary to Part-III of the Indian Arbitration and Conciliation Act, 1996 and the latter would prevail over the former to the extent of inconsistency, if any.

(f). These Rules are broad standard Conciliation Procedures for a flexible, systematic, expedient and amicable settlement of disputes and Parties may mutually agree to make appropriate adjustments and such mutually agreed departures/deviations from any of these Rules shall not in any circumstance render a Conciliation Proceeding or any Settlement Agreement reached pursuant thereto void Ab-Initio.

(g). Subject to subsequent Agreement between/amongst the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed Dispute Settlement Mechanism or these Rules are not the prescribed Conciliation Rules under the relevant Contract/Agreement or any form of defined legal relationship.

(h). Raising of any issue or point of dispute by any Party - factual or otherwise - in writing or otherwise in any earlier communication (electronic or otherwise) between or amongst the Parties (without resolution) shall not be considered 'Conciliation' or part thereof under these Rules, unless such Conciliation proceedings are formally invoked under these Rules.

## RULE 4: PANEL OF CONCILIATORS

(a). Legal (Commercial) shall, for the purpose of appointing the Conciliator between the Parties, shall prepare and maintain a Panel of Conciliators, consisting of persons of unquestionable integrity and good public standing within sixty days of coming into force of these Rules in accordance with clause 2 (b) above.

(b). Conciliators in the Panel of Conciliators, maintained by EIL, shall be Independent persons, who are neither employees nor Consultants/ Advisors of Engineers India Limited. However, the ex-employees of EIL are in no manner precluded from being included in such panel, provided they do not draw any benefits from Engineers India Limited during the span of such proposed inclusion in the panel.

(c). The consent of the persons whose names are included in the panel shall be obtained before empanelling them.

(d). The panel shall contain an Annexure, giving details of the qualifications of the conciliators and their professional or technical experience in different fields.

(e). The panel of Conciliators appointed under Clause (a) shall normally be for a period of three years from the date of appointment and further extension of the panel of Conciliators shall be at the discretion of the Chairman & Managing Director of Engineers India Limited.

(f). The following persons shall be eligible for consideration for empanelment in EIL's Panel of Conciliators:

i. Retired Secretary/Additional Secretary of Govt. of India or any equivalent post thereof.
ii. Retired Chairman-cum-Managing Director/Functional Directors of any Central Public Sector Enterprise in India.
iii. Retired Independent Directors who have served on the Board of any Central Public Services Enterprise.
iv. Independent Experts registered with the Indian Council of Arbitration.
v. Retired officials of not less than the rank of Executive Director of any Central Public Sector Enterprise.

(g). Any person in the Panel of Conciliators maintained by EIL shall not be entitled to any monetary benefit or remuneration/fees or other facility(ies) only by virtue of his/her name being in such a Panel, except when he/she is actually appointed as a Conciliator for specific Conciliation proceedings under these Rules vis-a-vis any specific issue(s) or Dispute(s) referred for Conciliation.

(h). The Chairman & Managing Director of EIL is empowered to approve, add or delete any name from the list of panel of Conciliators.

(i). Removal of a person from EIL's Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Outside Experts Committee in relation to specific Dispute(s) referred for Conciliation, unless the Parties thereto agree on such removal/ withdrawal.

(j). Disqualifications of persons appointed as Conciliators

The following persons shall be deemed to be disqualified for being empanelled as Conciliators:

i. Any person who has been adjudged as insolvent or persons

1. against whom criminal charges involving moral turpitude are framed by a criminal court and are pending; or
2. who have been convicted by a criminal court for any offence involving moral turpitude.

ii. Any person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority which are pending or have resulted in a punishment.

iii. Any person who is interested or connected with the subject-matter of dispute(s) or is related to any one of the Parties or to those who represent them, unless such objection is waived by all the parties in writing. A Member of Outside Experts Committee before entering into a reference for conciliation shall give an undertaking in the manner prescribed in **Schedule – A.**

iv. Any legal practitioner who has or is appearing for any of the Parties in any suit or in other proceedings(s).

## RULE 5: CONCILIATORS - NUMBER & APPOINTMENT

(a). There shall be one Conciliator in cases where claim value does not exceed Rs. 2 Crores. However, in case the amount involved is more than Rs. 2 Crores, the same will be settled by a panel of three Conciliators one each from Technical, Finance/Commercial and Legal fields. All such Conciliators will be outside experts appointed by Chairman & Managing Director of EIL from the panel of Conciliators being maintained by EIL.

(b). The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of "Outside Experts Committee" in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules.

(c). If a Conciliator withdraws himself or herself or is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for at least three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s), the Parties may appoint another Conciliator in the same manner contemplated herein.

## RULE 6: INITIATION OF CONCILIATION

(a). EIL or any Party to a defined legal relationship with EIL - Contractual or otherwise, wishing to settle any issue with the other Party(ies), shall serve the other Party(ies) with a Written Notice/Invitation for initiation of Conciliation Proceedings under these Rules, preferably after exhausting the normal official avenues of communication for resolving the issue proposed to be referred to conciliation.

(b) In case EIL desires to initiate the Conciliation Proceedings, the concerned group executing the project, shall first obtain the consent of the other Party.

Thereafter the case shall be moved by the aforesaid project group for approval of Director (Projects), Director (Commercial), Director (Finance) and Chairman & Managing Director for referral to conciliation by constitution of expert committee called 'Outside Experts Committee'.-

(c). A Written Notice/Invitation for initiation of Conciliation proceedings shall, inter alia; contain the following details:

i. Issue(s) in dispute - Factual or Otherwise
ii. Identity of the Party (ies) - Name, Official Address, Contact E-Mail Address, Telephone Number(s), Official Representative etc.
iii. Consent of the Party serving Notice of Conciliation under these Rules
iv. Any other term and condition for conciliation, consistent with the Indian Arbitration and Conciliation Act, 1996

(d). The Party(ies), receiving Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) shall, within 30 days of receipt of Written Notice/Invitation for Conciliation, intimate its/their consent for Conciliation Proceedings under these Rules and the Chairman and Managing Director of EIL shall appoint the Conciliator from the panel of Conciliators being maintained by EIL.

(e). If no Reply(ies) under Sub Rule (c) is/are received from the other Party(ies), on whom Written Notice(s)/Invitation(s) for Conciliation under Sub-Rule (a) has/have been served, within 30 days of Invitation or within such period prescribed in the Written Notice/Invitation for Conciliation, whichever is longer, the Invitation for Conciliation may be treated as 'Rejected'.

(f). Conciliation proceedings under these Rules shall be deemed to commence on the day the Party, receiving Invitation for Conciliation, intimates in writing its acceptance of such an invitation. For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of Invitation for Conciliation is received from a Party.

(g). If the Parties fail to agree on appointment of Conciliator(s) and constitution of Outside Experts Committee within 90 days of receipt of Reply(ies) from the other Party(ies) under Sub-Rule (e) or such extended time-period, as agreed between/amongst the Parties, whichever is longer, the efforts at dispute settlement through Conciliation shall be treated as 'failed'.

## RULE 7 - CONCILIATION PROCEEDINGS

(a). The Outside Experts Committee, within 7 working days of its constitution, may request the Parties to file a brief Written Statement, describing the general nature of the dispute(s) and points at dispute. Any other document may also be filed, if a Party so desires.

(b). The Outside Experts Committee may also request the Parties to submit further Written Statements of the concerned Parties' position and facts and grounds in support thereof, supplemented by any document(s) and other evidence that such a Party deems appropriate. The Parties may also be asked to furnish copies of relevant earlier communications exchanged amongst themselves, if any, on the issue of dispute.

(c). It shall be open to the Parties to make any proposal for amicable settlement of dispute and the Outside Experts Committee shall hear the other party on the said proposal.

(d). The Outside Experts Committee shall make best endeavour to settle the dispute(s) through proposals of the Parties only, before making any Proposal(s) itself first. Nevertheless, as and when it is deemed extremely important or on joint request of the. Parties, the Outside Experts Committee at any point of time during the Conciliation proceeding make any proposal – oral or otherwise.

(e). The first meeting of the Parties shall be called by the Outside Experts Committee, after consulting the Parties involved, at a convenient date and time, within 10 working days of receipt of documents mentioned in the preceding Sub-Rule (a).

(f). During the first meeting, a tentative time-frame and broad work-Schedule of the Conciliation proceedings may be finalized after due consultation with and consent of the Parties.

(g). The Outside Experts Committee shall be free to communicate in whatever manner it deems fit with any Party to furnish any kind of information or document(s) relevant for the purpose of the Conciliation proceeding.

(h). The Outside Experts Committee shall, as much as possible, proceed with the Conciliation proceeding on issue-by-issue basis, but after proper identification of relevant issues with the consent of the Parties.

(i). The Outside Experts Committee, with the consent of the Parties, may also call for material witness(es) to assist the Committee in reaching an amicable solution of the dispute(s) referred.

(j). Each Party shall send a copy of its brief Statement and every other document(s) filed before the Outside Experts Committee to the .other Party(ies).

(k). The Outside Experts Committee shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.

(I). The Outside Experts Committee may also provide opportunities for oral hearing and make suggestions - oral or in writing - at any appropriate stage of the Conciliation proceeding, as contemplated by Section 67 of the Indian Arbitration and Conciliation Act, 1996.

## RULE 8: REPRESENTATION, VENUE & OTHER BROAD PRINCIPLES

(a). Advocates shall not be allowed to participate in Conciliation Proceedings under these Rules and Parties shall plead their own cases.

(b). Parties shall, however, be free to be represented by their duly authorized officers/ in-house Law Officers to argue their own cases.

(d). Conciliation Proceedings under these Rules shall be held in the office of Engineers India Limited at 1, Bhikaji Cama Place, R.K.Puram, New Delhi - 110066.

(g). Equal Opportunity shall be given to the Parties to express their views before the Outside Experts Committee and the said Committee shall make utmost effort to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.

(h). Representation of the Parties may be oral or in writing and unless otherwise decided by the Parties, Minutes of the Meetings/Hearings may be recorded

briefly in broad general terms, without, however, recording adversarial submissions/developments, if any. Copies of such minutes of meetings, if recorded in writing, shall be sent to the Parties within 3 working days of each such Meeting/Hearing.

(i). Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time-bound manner, without, however, diluting procedural flexibility of such proceedings.

## RULE 9: ROLE OF THE OUTSIDE EXPERTS COMMITTEE

(a). The Outside Experts Committee shall attempt to facilitate voluntary resolution of the dispute(s) by the Parties, and communicate the view of each party to the other(s), assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute(s), emphasizing that it is the responsibility of the Parties to take a final decision; he/she/they shall not impose any terms of settlement on the Parties.

(b). The Outside Experts Committee shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent, impartial and dignified manner to reach amicable settlement of dispute(s).

(c). The Outside Experts Committee shall conduct conciliation proceedings in conformity with Part – III of the Indian Arbitration and Conciliation Act, 1996 and these Rules to the optimum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.

(d). The broad approach of the Outside Experts Committee shall be speedy, efficient and amicable settlement of disputes, without, however, diluting objectivity of approach, principles of Natural Justice and established principles of law.

(e). The Outside Experts Committee shall act more as facilitators, rather than as Judges/Umpires/Arbitrators and shall not impose any view on any of the Parties involved.

## RULE 10: TIME FRAME

(a). The total number of hearings/meetings of the Outside Experts Committee as Conciliators in a Conciliation proceeding shall be not more than 5, but the same may be extended in consultation with and with the mutual consent of the Parties.

(b). The Outside Experts Committee as Conciliator(s) shall attempt to dispose of the entire Conciliation proceeding within a time-frame of four months, but the same may be extended in consultation and with the consent of the Parties, but not beyond the sixth month.

(c). Notwithstanding the above, a Settlement Agreement signed after the 6 Months period stipulated above shall not become void or unenforceable only because of such an Agreement having been signed after the stipulated Six Months period.

## RULE 11: REMUNERATION & COST

(a). For each hearing/meeting, a Conciliator shall be paid a sum of Rs.10,000/-. For Secretarial Services, a lump sum amount of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid by the Parties for the whole Conciliation proceeding.

(b). Apart: from hearing/meeting fees and Secretarial Services fees, expenses incurred on Railway/Air fare, accommodation, local travel of Conciliator(s) for the purpose of the Conciliation proceeding, if any, shall also be borne by the Parties.

(c). Subject to Sub-Rule (c), the cost of Conciliation, mentioned in Sub-Section (2) of Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996, including Conciliators' Fees and other expenses incurred by the Outside Experts Committee relating to a Conciliation proceedings and the

Settlement Agreement, shall be equally borne by the Parties, unless the Outside Experts Committee, with the consent of the Parties, provides for a different apportionment of cost with reasons thereof.

(d). Cost of preparing Settlement Agreement shall be fixed by the Outside Experts Committee in the Settlement Agreement, as required by Section 78 of Part - III of the Indian Arbitration and Conciliation Act, 1996.

(e). The cost of Conciliation as determined by the Outside Experts Committee as per Part - III of the Indian Arbitration and Conciliation Act, 1996 and these Rules shall be paid by the Parties within 30 working days of signing the Settlement Agreement.

(f). The Outside Experts Committee, in the alternative, may require the Parties to deposit the required fees and expenses in advance in the manner prescribed by Section 29 of the Indian Arbitration and Conciliation Act, 1996.

## RULE 12: DISCLOSURE OF INFORMATION

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the Outside Experts Committee, subject to a specific condition that such an information is to be treated confidential, the Outside Experts Committee shall not disclose that information to the other Party(ies).

## RULE 13: CO-OPERATION OF PARTIES

(a). The Parties shall in good faith co-operate with the Outside Experts Committee and, in particular, will endeavour to comply with any request of the Outside Experts Committee to submit written materials, provide evidence, give clarification, attend meetings/hearings etc.

(b). Conciliation being an amicable Dispute Settlement Mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to accommodate the other Party's/Parties' viewpoints, without, however, diluting the correct legal position.

(c). The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and yet mutually acceptable & amicable resolution of disputes.

(d). The .Parties shall not in any manner make any attempt to unduly influence the Conciliation process or the Outside Experts Committee or the Conciliator(s) by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.

## RULE 14: SETTLEMENT AGREEMENT

(a). After discussing with and hearing all the Parties involved, the Conciliator(s) shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration/observations/comments.

(b). If any part of the draft Terms of Settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till a final mutually acceptable Conciliation Agreement emerge.

(c). When a consensus can be arrived at only in regard to any one or some of the issues referred for Conciliation, a Settlement Agreement may be signed in regard to the said Issue(s), which shall not be non-binding only because the Parties have failed to reach a similar Settlement in regard to the rest of the other issue(s) referred for Conciliation.

(d). A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

(e). When a Settlement Agreement is signed, the same shall be final and binding on the Parties and the persons claiming under/through them respectively.

(f). The Conciliator(s) shall authenticate the Settlement Agreement and make as many original copies of the same as there are parties and every Party shall be given an Original Copy of the signed Original Agreement.

## RULE 15: CONFIDENTIALITY & ADMISSIBILITY OF EVIDENCE

(a). The Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee) and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of Conciliation proceedings. Confidentiality must extend to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

(b). Confidentiality under this Rule shall extend to Proposals, Alternative Proposals, Communications exchanged between/amongst the Parties, Communications exchanged between any of the Parties and the Outside Experts Committee or any of the Conciliators (in case of multi Conciliator Committee), Minutes of Meeting/Hearings, draft Settlement Agreement(s), Expert Opinions, Evidence of Witnesses etc.

(c). No part of any information furnished to the Outside Experts Committee, documents filed, evidence produced, communication exchanged, views expressed, suggestions/admissions made, the factum of expression of willingness to accept a proposal by any Party during the course of the Conciliation proceeding shall be used as any form of evidence in any Arbitral or Judicial proceeding.

(d). The above provisions on Confidentiality and Admissibility of Evidence shall also extend to even Arbitral and Judicial proceedings relating to disputes; which are not the subject matters of the same Conciliation proceedings.

(e). No Conciliator shall be held liable for anything bonafide done or omitted to be done by him/her during the conciliation proceedings for civil or criminal action nor shall he/she be summoned by any Party to any suit or proceedings to appear in a Court of law to testify in regard to information received by him/her or action taken by him/her or in respect of drafts or

records prepared by him/her or shown to him/her during the conciliation proceedings.

## RULE 16: ARBITRAL OR JUDICIAL PROCEEDINGS

(a). During the course of/pendency of Conciliation proceedings under these Rules, the Parties shall not initiate or take any step to initiate any Arbitral or Judicial proceedings in respect of a dispute, which is a subject matter of the pending conciliation proceedings.

(b) The Parties shall be at liberty to approach the Conciliation proceedings during any stage of arbitral/judicial proceedings and to facilitate such conciliation proceedings, the parties shall, with mutual consent put on hold such arbitral/judicial proceedings.

(b). Subject to the above Sub-Rule (a), reference of any Dispute to Conciliation under these Rules shall be without any prejudice to any of the Rights and interest of the Parties involved, more particularly the rights of the Parties to resort to other Dispute Resolution mechanisms such as Arbitration, Litigation etc.

## RULE 17: APROVAL OF SETTLEMENT AGREEMENT

(a). Once the Parties come to a consensus and the draft Settlement Agreement is prepared by the Outside Experts Committee, the draft Settlement Agreement shall be placed before the Competent Authority for consideration and approval .

## RULE 18 -TERMINATION OF CONCILIATION PROCEEDINGS

(a} The conciliation proceedings are terminated:

i. By the signing of the Settlement Agreement by the parties, on the date of the Agreement; or

ii. By a written declaration of the Outside Experts Committee, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or

iii. By a written declaration of the Parties addressed to the Outside Experts Committee to the effect that the conciliation proceedings are terminated, on the date of the declaration; or

iv. By a written declaration of a Party to the other Party(ies) and the Outside Experts Committee, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

## RULE 19: MISCELLANEOUS

(a). None of the Conciliators shall act as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a dispute that is the subject of the conciliation proceeding. Similarly, none of the Parties or their Authorized Representative(s) shall act as the Representative or Counsel of the Conciliator(s) in any Alternate Dispute Resolution proceeding or Judicial proceeding of any kind.

(b). The Parties shall not present a Conciliator as witness in any Alternate Dispute Resolution or Judicial proceedings.

(e). The official language of Conciliation proceedings under these Rules shall be English, unless the Parties agree on some other language.

## SCHEDULE- A

## DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF SETTLEMENT ADVISORY COMMITTEE

I, the undersigned, do hereby agree to serve as a member of the Outside Experts Committee in the instant case and hereby make the following declarations:

i. I am familiar with requirements of law, particularly the Arbitration and Conciliation Act of 1996 and Engineers India Limited Conciliation Rules, 2012.

ii. I am available to serve as a Member of the Outside Experts Committee and I am independent of any of the Parties involved in the instant Conciliation proceeding and have no interest - financial or otherwise - in any part of the Contract under reference or subject matter of the Conciliation proceeding.

iv. I have not dealt earlier with the contract under reference or the subject matter of the conciliation proceeding in any manner or capacity, which could compromise my ability/independence to impartially resolve the dispute(s).

v. The fees and other facilities for conciliation, offered to and accepted by me, will remain fixed and under no circumstances will there be any demand from me for any alteration/change therein.

**(Signature)**
**Name:**
**Address:**

**Date:**

## Operating Methodology for functioning of Outside Experts Committee

The methodology for functioning of Outside Experts Committee (OEC) of EIL is solely based on the Conciliation Rules of EIL. These rules define the constitution, method of selection, functioning, time frame and conclusion of the Outside Experts Committee as well as methodology for acceptance of the settlement agreement reached through this mechanism. The broad features of this methodology are captured as follows:

- Panel of Conciliators belonging to Technical, Finance/ Commercial, Legal fields to be maintained by EIL
- Party wishing to settle issue through OEC to serve written notice on the other party. Notice to include issues in dispute, identity of parties, consent to enter settlement under DEC Rules of EIL and any other terms.
- Party receiving notice to respond within 30 days.
- Upon intimation of acceptance of invitation for conciliation, Chairman & Managing Director of EIL to appoint conciliator(s).One conciliator to be appointed wherein claim value does not exceed Rs. 2 Crore and three conciliators where claim value exceeds Rs. 2 Crores.
- Outside Experts Committee within 7 days of its constitution to request parties to file a brief written statement.
- Outside Experts Committee to make endeavour to settle disputes through proposals of parties only before making any proposals itself first.
- Outside Experts Committee may call for material witnesses with consent of parties to reach amicable solution of disputes.
- Parties to plead their own cases and advocates not allowed to participate in proceedings.
- Representations can be oral also, with minutes to be recorded.

- Outside experts Committee to be guided by principles of objectivity, fairness and justice.
- Total number of hearings to be not more than 5, but to be extended with mutual consent, however overall time frame of disposal being 4-6 months.
- Parties to share the fee of Conciliators, secretarial services, expenses incurred on railway/ air fare, accommodation, local travel etc.
- Parties not to adopt adversarial roles, but to make effort to accommodate other party's view points, without diluting the correct legal position.
- After discussions, conciliator to formulate draft terms of possible settlement for observation/ comments/ consideration of parties.
- Settlement once signed to become final & binding on the Parties. EIL's acceptance of settlement agreement subject to consideration and approval of EIL's Committee of Functional Directors.
- Arbitral/judicial proceedings to be put on hold during pendency of conciliation proceedings
- Reference to Conciliation without prejudice to rights of parties to resort to other dispute resolution mechanism

The above features are designed to reflect impartial exercise of fairness in the proceedings which strike equilibrium with the acceptability quotient of the settlement proposal from a commercial angle. It also seeks to gain an edge over the existing dispute resolution mechanism in terms of speedy disposal as well costs involved.

# ANNEXURE-C TO SCC

**1.1.** The Contractor fully understands that all the expenses towards such litigation/arbitration (including all expenses, award/order/judgment/decree, lawyers' fees etc.) shall be payable from the "Project Account" and funds in the "Project Account". EIL shall have no liability to pay any such amount on this account. The Contractor fully understands that in any dispute or claim filed by the Contractor seeking refund of a compensation levied or any amount or facility to which Owner is beneficiary, Owner shall be made a necessary party.

The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

**1.2.** In the event of any third-party litigations/arbitrations against owner by contractor(s) other than those engaged by EIL for owner for this project or any other third-party disputes, owner shall be solely responsible for handling the same and the EIL shall have no liability whatsoever on this account and shall not be made party to such disputes.

**2.** The Contractor fully understands that EIL is the executing agency for the construction of the boundary wall project of the Shri Ram Janmabhoomi Teerth Kshetra Trust, Ayodhya.

**3.** The Contractor fully understands that release of payments to the Contractor shall be made from the Project Account in which the funds made available by the Owner.

**4.** The Contractor fully understands that EIL shall not finance the project at any stage, EIL shall not assume liability at any stage in the form of execution or commitments or any arbitral award or legally directed cost arising out of any dispute raised by the Contractor. The Contractor further fully understands that all expenditure on this account shall be borne by the Owner through the funds to be made available by Owner in the Project Account.

**5.** After Measurements of works & certification of bills, EIL as an executing agency shall release payments to the contractors and suppliers from the Project Account based on the funds received from the Owner.

**6.** In the event compensation is levied by EIL on the Contractors, vendors or suppliers, EIL shall pass on to owner any/all such amounts / benefits received / arrived from the Contractors, vendors or suppliers towards compensation on account of delay. In any claim filed by the Contractors seeking refund of compensation levied or any amount or facility to which Owner is beneficiary, Owner shall be a necessary party.

# TIME SCHEDULE

## [ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]

# TIME SCHEDULE

| NAME OF WORK | TIME OF COMPLETION |
|---|---|
| BALANCE WORK FOR CONSTRUCTION OF BOUNDARY WALL SHRI RAM MANDIR COMPLEX IN AYODHYA<br><br>(Bidding Doc. No.: C098-000-81-41-CD-T-8105) | Time schedule for completion of works shall be 4 (Four) months from the date of issue of Letter of Acceptance (LOA). |

**Note:**

1. The time for completion shall be reckoned from effective date, as mentioned in above.

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.

## EXTENSION IN TIME OF COMPLETION DUE TO DELAY IN RELEASE OF WORK FRONTS:

**Fronts shall be released to the contractor as per the following:**

| | **Drawing front** | **Physical front** | **Remarks** |
|---|---|---|---|
| On award of work | 80 % shall be released to Contractor on mobilization at site | 80 % | |
| At 25% of time period | 20 % | 20 % | Time extension due to nonavailability of Drawing and/or Physical front shall be considered only if the progress of work is corresponding to the work fronts released. |

Job Number: C098

# TERMS OF PAYMENT

## [ANNEXURE-II TO SPECIAL CONDITIONS OF CONTRACT]

# TERMS OF PAYMENT

ANNEXURE-II TO SCC

Job Number: C098

**1) MOBILIZATION ADVANCE**

Mobilization Advance upto a maximum of 10% (ten percent) of awarded contract value bearing interest as per **SBI base rate prevailing on the date of issue of enquiry plus 1% (refer in Bid data Sheet)**. shall be payable to the sub-contractor as per clause 23.1 of GCC. The Contractor shall furnish the Mobilization Advance Guarantee for a sum equal to 10% (ten percent) of 110% (one hundred and ten percent) of the Contract Price covering mobilization advance as per clause no. 9.4.1 of GCC. Provisions for Grant & recovery mechanism of Mobilization Advance shall be as per clause no. 9.4.1 & 23.1 of GCC.
The interest rate specified in the bidding document shall remain firm and shall be applicable for the execution of the entire contract till completion.

**2) SECURED ADVANCE ON MATERIALS**

Secured Advance shall be paid as per Cl. 23.2 of the GCC for the Items as Identified in Attachment - A herewith. However, no secured advance shall be paid against the material wherever milestone payment has been recommended on receipt and acceptance of material at site.

The applicable interest rate that is to be charged on Secured Advance under the circumstances indicated in Clause No. 23.2.4 of GCC shall be as per **SBI base rate prevailing on the date of issue of enquiry plus 1% (refer in Bid data Sheet)** at the time of issuing the Tender.

**3) 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:

Refer Attachment-B herewith.

# TERMS OF PAYMENT

Job Number: C098

**ATTACHMENT- A**

## ITEMS QUALIFYING FOR SECURED ADVANCE

**CATEGORY : 'A' -- ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED**

**A-1:CIVIL**

i) Bricks

ii) Stone and Brick aggregates

iii) Stones

iv) Finished products of brass, Iron or Steel such as doors and window frames, wiremesh, gate, G.I. Sheets.

v) Precast RCC products such as pipes & fittings, jail/mesh, water storage tanks.

vi) Doors and windows fitting.

vii) Pipes and sanitary fittings of GI, CI, SCI and HCI.

viii) Metallic doors/windows

ix) M.S. Gratings.

x) Reinforcement bars

xi) Hydraulic door closures.

xii) Structural steel.

xiii) C.I. Flushing Cisterns

xiv) C.I. Valves, Sluice gates etc.

xv) Fencing, material, Chain-Link/Barbed wire etc.

xvi) Anchor bolts and Nuts.

**A-2 ELECTRICAL**

i) Steel Conduit

ii) G.I. Pipes

iii) C.I. Boxes

iv) I.C. Boards

v) Switchgears (Air circuit breakers and Air breaker switches)

vi) A.C.S.R. Conductors.

vii) A.C. Plant and Machinery

viii) Pumps

ix) Generating sets (without oil)

x) G.I.Strips

xi) Street light poles(Steel)

xii) Cable Trays

**A-3 MECHANICAL**

i) Structural Steel

ii) Plates

iii) Pumps/motors, vessels etc, Diesel engine, side entry mixers, suction heater & any other mechanical equipment.

iv) Refractory bricks

v) S.S. Foil

vi) Pipes/Pipe fittings

vii) Gratings

viii) Valves, Hydrants, Monitors

ix) Aluminum sheet

**A-4 INSTRUMENTATION**

i) Structural steel

ii) M.S. Sheet/G.I. Sheets

iii) Prefabricated trays

iv) Pipes/Tubes/fittings.

**CATEGORY: 'B'- ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED AFTER OBTAINING INSURANCE COVER FROM THE CONTRACTOR**

**B-1 CIVIL**

i) Kitchen sink china vitreous, flush back for wash basin vitreous china, water closet and pedestal type water closet vitreous china, urinals.

ii) Glazed tiles, terrazo tiles and similar articles.

iii) Marble/Kota Stone/Granite slabs

iv) Asbestos cement products

v) Finished timber products such as doors, windows, flush doors, particle boards (subject to the mandatory tests being satisfactory).

vi) Bitumen in sealed drums.

vii) Bitumen felt

viii) Polythene pipes and fittings.

ix) Sanitary fittings and pipes of S.W. Porcelain and chinaware materials.

x) Laminated/safety one way vision and Bullet proof glasses.

xi) Chemicals required for anti termite treatment (in sealed drums).

xii) Paints, Varnishes, Distempers, pigment.

xiii) Ceiling and false flooring frames and tiles etc.

xiv) Acid proof tiles

xv) Bitumen products required for mastic flooring etc.

xvi) Waterproofing, compounds such as CICO etc.

xvii) Materials for Grouting, Epoxy finishing etc.

xviii) PVC Water storage Tanks, PVC tiles, PVC water bar etc.

xix) Cement

**B-2 ELECTRICAL**

i) Transformers

ii) Switchgears (Oil filled)

iii) L.T. & H.T. Cables

iv) Fans

v) Storage & Dry Batteries

vi) Insulation tapes

vii) Epoxy cable compounds

viii) Electric light fittings

ix) Wood battens, casing & capping and wooden boards

x) Flexible wires

xi) PVC materials

xii) Rubber materials

xiii) Glass wools, thermocol and other insulating materials.

xiv) Porcelain H.T. and L.T. insulators

xv) Electric heat tracing tapes

xvi) Oil and Lubricants.

**B-3 MECHANICAL**

i) Bitumen.

ii) Wrapping & Coating material

iii) Primer/Paints

iv) Foam/Foam seal material

v) Guniting material

vi) Insulation & Refractory materials other than bricks

vii) Electrodes

**B-4 INSTRUMENTATION**

i) SS/Copper Tubes

ii) SS/Brass Compression fittings

iii) Control/Signal Cables

iv) Junction boxes/Marshalling boxes

v) Control Panels.

**NOTE:** The Category "B" shall cover all the above items and any other item not covered in category "A" and "C" and imperishable in nature.

**CATEGORY: 'C' -- ITEMS AGAINST WHICH NO SECURED ADVANCE SHOULD BE GRANTED**

**C-1 CIVIL**

i) Glass products other than those indicated in Category 'B'.

ii) Sand and Mooram.

iii) Chemical compounds other than those under Category 'B'.

**C-2 ELECTRICAL**

i) Glass Globes and Shades.

ii) Bulbs and Tubes.

iii) Petrol and Diesel.

iv) Freon and other refrigeration gases.

Job Number: C098

# ATTACHMENT – B

## 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.<br>- 15% on submission of Final Documentation / Reports in Code-1.<br>- 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.<br>- 05% on completion of all works in all respects and issuance of completion certificate. |
| 1.3 | **Piling - Testing** | - 80% on field testing.<br>- 15% on submission of test reports along with analysis and acceptance thereof.<br>- 05% on completion of all works in all respects and issuance of completion certificate. |
| 1.4 | **Sheet Piling** | **Case-I**<br>**Installation of sheet pile with subsequent removal (Incase removal of pile is not possible, Case-II is applicable for payment terms)**<br>- 05% on submission & approval of design<br>- 25% on Design and supply of material at site<br>- 50% on installation of sheet piling<br>- 15% for subsequent removal of sheet piles<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br><br>**Case-II**<br>**Installation of sheet pile without removal**<br>- 05% on submission & approval of design<br>- 25% on Design and supply of material at site<br>- 60% on installation of sheet piling<br>- 05% on removal of waler beam<br>- 05% on completion of all works in all respects and issuance of completion certificate. |

| | | |
|---|---|---|
| 1.5 | **U/G PIPING**<br>**Measurement in Running Meter** | **a. CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)**<br>- 20% on fabrication.<br>- 30% on NDT, Pre-testing, tape coating.<br>- 30% on laying in position, welding, NDT/Radiography etc.<br>- 15% after flushing, hydro-testing and backfilling of trenches.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br><br>**b. CARBON STEEL (CEMENT LINED) (PIPES – FREE ISSUE)**<br>- 20% on completion of Cement lining and receipt of lined pipe at site.<br>- 15% on fabrication.<br>- 25% on NDT, Pre-testing, tape coating.<br>- 20% on laying in position, welding, NDT/Radiography etc.<br>- 15% after flushing, hydro-testing and back filling of trenches.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br>**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.<br><br>**c. CARBON STEEL (PIPES–SUPPLIED BY CONTRACTOR)**<br>- 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<br>- 45% on receipt and acceptance of pipes at site.<br>- 10% on fabrication.<br>- 15 % on NDT, tape coating.<br>- 10% on laying in position, welding, jointing, NDT/Radiography etc.<br>- 10% after flushing, hydro-testing and back filling of trenches.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br><br>**d. CARBON STEEL (PRE-COATED PIPES – SUPPLIED BY CONTRACTOR).**<br>- 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<br>- 55% on receipt and acceptance of pipes at site.<br>- 10% on fabrication.<br>- 05 % on NDT, tape coating.<br>- 10% on laying in position, welding, jointing, NDT/Radiography etc.<br>- 10% after flushing, hydro-testing and back filling of trenches.<br>- 05% on completion of all works in all respects and issuance of completion certificate. |

| | | |
|---|---|---|
| | | **e. CARBON STEEL (CEMENT LINED) (PIPES – SUPPLIED BY CONTRACTOR).**<br>- 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<br>- 55% (##) on receipt and acceptance of Cement lined pipe at site.<br>- 10% on fabrication.<br>- 10% on NDT, tape coating.<br>- 10% on laying in position, welding, jointing, NDT/Radiography etc.<br>- 05% after flushing, hydro-testing and backfilling of trenches.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br>**## Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.** |
| 1.6 | **U/G PIPING**<br>**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).**<br>**Fabrication (ID)**<br>- 65% on welding of joints.<br>- 30% on radiography and other examinations, repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br>**Erection (IM)**<br>- 30% on pre-testing, tape coating of prefabricated pipes.<br>- 45% on trenching, laying in position, field welding, jointing, NDT/radiography and ready for hydrotesting.<br>- 20% on hydrotesting, drying (if applicable) and backfilling of trenches.<br>- 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.<br>- 10% after completion of tests as per respective piping spec, wrapping/coating, painting (as applicable).<br>- 05% on completion of all works in all respects and issuance of completion certificate. |

| | | |
|---|---|---|
| 2. | **CIVIL,STRUCTURAL AND ARCHITECTURAL WORKS** | |
| 2.1 | **Structural steel works** | **I. In case of Contractor supplied material.**<br><br>a. FABRICATION AT SITE<br>- 05% on finalization of quantities, plan and submission of approved fabrication drawings.<br>- 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.<br>- 50 % on receipt and acceptance of material at site.<br>- 20% on fabrication, surface preparation and application of primer coat.<br>- 08% on erection.<br>- 07% on alignment, bolting / welding, tightening, torquing, grouting etc.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br><br>b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES<br>- 05% on finalization of quantities, plan and submission of approved fabrication drawings.<br>- 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.<br>- 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.<br>- 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site.<br>- 08% on erection.<br>- 07% on alignment, bolting / welding, tightening, torquing, grouting etc.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br><br>**II. At issue rates (Chargeable basis).**<br>- 05% on finalization of quantity, plan and submission of fabrication drawings.<br>- 50% on transportation of material from storage yard / stores points to fabrication yard and fabrication surface preparation and application of primer coat.<br>- 30% on erection.<br>- 10% on alignment, bolting / welding, tightening, torquing, grouting etc.<br>- 05% on completion of all works in all respects and issuance of completion certificate. |

| | | |
|---|---|---|
| | | III. **Free Issue.**<br>- 05% on finalization of quantity, plan and submission of fabrication drawings.<br>- 50% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat.<br>- 30% on erection.<br>- 10% on alignment, bolting / welding, tightening, torquing, grouting etc.<br>- 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.<br>- 65% on receipt and acceptance of material at site.<br>- 25% on cutting, laying and acceptance thereof.<br>- 05% on completion of all works in all respects and issuance of completion certificate. |
| 2.3 | **Precast concrete Item/ Block**<br>**(Contractor supplied material)** | - 60% on completion of casting work duly certified by Engineer-in- charge.<br>- 20% against erection.<br>- 15% against alignment, leveling, grouting etc.<br>- 05% on completion of all works in all respects and issuance of completion certificate. |
| 2.4 | **Precast concrete Item/ Block**<br>**(Cement Free issue material)** | - 50% on completion of casting work duly certified by Engineer-in- charge.<br>- 30% against erection.<br>- 15% against alignment, leveling, grouting etc.<br>- 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.<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br>**(##) 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:<br>- 35% on completion of earth work in excavation, PCC centering & shuttering<br>- 45% on completion of RCC<br>- 15% on back filling and removal of surplus earth<br>- 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.<br>- 40% on completion of sand filling, centering, shuttering and PCC<br>- 55% on completion of RCC<br>- 05% on completion of all works in all respects and issuance of completion certificate. |
| 2.8 | **Composite items.** | Brick works in sub-structure<br>- 50% on completion of excavation and PCC and receipt of Bricks at site<br>- 25% on completion of Brick works<br>- 20% on completion of back filling and disposal of surplus earth<br>- 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.**<br>- 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<br>- 65% on receipt of material at site<br>- 20% on Installation and acceptance<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br>**II. Fire Door**<br>- 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<br>- 05% on approval of Shop drawings.<br>- 60% on receipt and acceptance of material including all accessories at site<br>- 20% on Installation and acceptance<br>- 05% on completion of all works in all respects and issuance of completion certificate.<br>**III. Roofing**<br>- 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<br>- 65% on receipt of material at site<br>- 20% on Installation and acceptance<br>- 05% on completion of all works in all respects and issuance of completion certificate. |

Signature Not Verified
Digitally signed by NEERAJ SHRIKANT BORGAONKAR
Date: 2026.05.09 18:52:10 IST
Location: eProcure-EPROC