

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. 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. 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.

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

Electronics Niketan,
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 Nangla)

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**

Annexure- '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 Gazette 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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भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

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नई दिल्ली, मंगलवार, अक्टूबर 22, 2024/आश्विन 30, 1946

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NEW DELHI, TUESDAY, OCTOBER 22, 2024/ASVINA 30, 1946

संचार मंत्रालय
(दूरसंचार विभाग)

अधिसूचना

नई दिल्ली, 21 अक्टूबर, 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

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 रोजगार 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 अधिप्राप्ति 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-II 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 (ड) 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
ड) 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 कैटेगरी	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 श्रेट मैनेजमेंट) प्लेटफॉर्म (टीडीएम और आईपी)	85176290	टीडीएम (टाइम डिवीजन मल्टीप्लेक्स)	65	55
			आईपी (इंटरनेट प्रोटोकॉल)	65	55

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-डब्ल्यूएन राउटर्स (एसडीएन केटेगरी) (इंटरफ़ेस ≤ 10 जीबीपीएस)	60	40
3	मैनेज्ड लीड 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, यूनिकाइड कम्युनिकेशन सिस्टम	85176290, 85176990	आईपी पीबीएक्स / यूनिकाइड 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 पॉइंट्स, कम क्षमता वाले राउटर्स, मीडिया कन्वर्टर सहित),	85176290, 85176990	सीपीई (वाई - फाई अभिगम बिंदु और राउटर्स सहित),	50	30
			मीडिया कन्वर्टर	50	30
			टीडीएम ओवर आईपी कन्वर्टर	50	30

	सीपीई - एनएफवी / एसडीएन / लीड-लाइन मोडेम		सीपीई - एनएफवी/एसडीएन (वर्चुअलाइज्ड सीपीई विथ क्लाउड मैनेजमेंट)	50	30
			लीड-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 (रेकॉन्फिगराबल 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 इनोड बी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार	60	40
			माइक्रो इनोडबी, टीईसी ईएनबी जीआर (टीडीडी/एफडीडी) के अनुसार	60	40

	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 गीगाहर्ट्ज बैंड)	55	35
			इनडोर एपी (802.11 एसी एमआईएमओ, 2.4 और 5 गीगाहर्ट्ज बैंड)	55	35
19	वाई-फाई बेस्ड ब्रॉडबैंड वायरलेस एक्सेस सिस्टम - आउटडोर	85176290, 85176990	आउटडोर एपी (802.11 एसी - एमआईएमओ 2.4 और 5 गीगाहर्ट्ज बैंड) - आईपी67 रेटेड	55	35
			आउटडोर एपी (802.11 एक्स एमआईएमओ, 2.4 और 5 गीगाहर्ट्ज 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, ऑथॉरिजेशन 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 गीगाहर्ट्ज बैंड - लाइसेंस ब्लूट बैंड)	55	35
23	सॉफ्टवेयर डिफाईंड 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 डिस्ट्रिब्यूटेड एंटीना	60	40

	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	वायस और डेटा दोनों (9.6 केबीपीएस तक)	50	25
28	डिजिस्टर कम्युनिकेशन सिस्टम्स आदि, जिसमें बैकपैक सैटेलाइट उत्पाद (एस बैंड) शामिल हैं	85176990	पोर्टेबल टर्मिनल वायस 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

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 हार्डवेयर डिजाइन 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 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 इंटीग्रेटेड चिपस (आईसी) - प्रोसेसर, मेमोरी आदि। एक्टिव कंपोनेंट - ट्रांजिस्टर, डायोड आदि। पेसिव कंपोनेंट - रेजिस्टर, केपेसिटर, इंडक्टर आदि।	भारत में विनिर्मित होना चाहिए
3) पीसीबी फेब्रिकेशन	भारत में विनिर्मित होना चाहिए
4) केबल/चेसिस आदि चेसिस केबल रैक हीट सिक एंकलोजर	भारत में विनिर्मित होना चाहिए
5) आरएफ कंपोनेंट/सबसिस्टम डुप्लेक्सर/फिल्टर 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 रूप 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 हूँ और निम्नलिखित घोषणा करता/करती हूँ:

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

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 हूँ।

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 हूँ और इसे किसी भी प्राधिकारी को सत्यापन के लिए उपलब्ध कराऊंगा। मैं अन्य घरेलू विनिर्माताओं/व्यापारियों से खरीदी गई मदों से संबंधित स्थानीय सामग्री (कंटेंट) 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 हूँ कि उपर्युक्त आदेश के सभी प्रावधानों और सिद्धांतों/गणना के आधार को पढ़ने के बाद स्थानीय सामग्री (कंटेनर) की गणना में निम्नलिखित शामिल नहीं है:

- (क) आयातित वस्तुएं स्थानीय स्तर पर पुनर्विक्रिताओं (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 (कंटेनर) 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 हूँ तथा व्यक्तिगत जिम्मेदारी लेता हूँ 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 अप्रसंगिक 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 हूँ 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:

अधिसूचना में प्रयुक्त संक्षिप्ताक्षर की सूची

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

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 वेवलेथ 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 वेवलेथ डिवीजन मल्टीप्लेक्सिंग
21.	ई-नोड बी (ईएनबी)	ईवाल्व नोड बी
22.	ईपीसी	इंजीनियरिंग प्रोक्योरमेंट कंस्ट्रक्शन
23.	एफडीडी	फ्रीक्वेंसी डिवीजन 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 बिलिंग सिस्टम
31.	आईसी	इंटीग्रेटेड चिप
32.	आईएमएस	आईपी मल्टीमीडिया सबसिस्टम
33.	आईओटी	इंटरनेट ऑफ थिंग्स
34.	आईपी	इंटरनेट प्रोटोकॉल
35.	आईपीआर	बौद्धिक संपदा अधिकार
36.	आईआर	इंटरफेस 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

44.	एमआईएमओ	मल्टीपल इनपुट मल्टीपल आउटपुट
45.	एमएलसी	मिनिमम लोकल कंटेन्ट
46.	एमपीएलएस	मल्टी-प्रोटोकॉल लेबल स्विचिंग
47.	एमपीएलएस-टीपी	मल्टीप्रोटोकॉल लेबल स्विचिंग-ट्रांसपोर्ट प्रोफाइल
48.	एमएसएस	मोबाइल सैटेलाइट सर्विस
49.	एमयूएक्स	मल्टीप्लेक्सर
50.	एनएफवी	नेटवर्क फंक्शन वर्चुअलाइजेशन
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

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 – ODU's/	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, Inverter (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 a) Hardware design b) Software Design & Development	The maximum Local Content (LC) percentage for Design which can be claimed by a Local manufacturer for the telecom products based on in-house/in country R&D costs incurred/amortized to create IPR in India are as per Table-A (last column) subject to additional conditions that: a) The Intellectual Property Right (IPR) reside in India for Hardware Design; and b) The Copyright is in India for the software Design & Development.
2) Components a) Integrated chips (ICs)- Processor, Memory etc. b) Active components – Transistors, Diodes etc. c) Passive Components – Resistors, Capacitors, Inductors etc.	Should be Manufactured in India
3) PCB Fabrication	Should be Manufactured in India
4) Cables/Chassis etc. a) Chassis b) Cables c) Racks d) Heat sinks e) Enclosures	Should be Manufactured in India
5) RF Components/Subsystem 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.	
#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

APPENDIX –IV TO ITB

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY (INDIAN) MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 17th December, 2025

G.S.R. 904(E).— In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

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

1. Background

- 1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2. The policy applies to procurement of iron & steel products notified in Appendix A, procurement of capital goods listed in Appendix B and technology from indigenous technology suppliers in Appendix C.

2. Definitions

- 2.1. **Bidder** may be a domestic/foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply house or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).
- 2.3. **Domestic Manufacturer** is a manufacturer conforming to Section 2(72) of the Central Goods and Services Tax (CGST) Act, 2017.
- 2.4. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

% Domestic value addition =

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

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

----- X 100%

{Total value of the item to be procured}

- 2.5. **Finished Steel** means flat and long products, which can be subsequently processed into manufactured items.
- 2.6. **Government** for the purpose of the Policy means Government of India.
- 2.7. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.
- 2.8. **Indigenous Technology:** A technology shall be deemed to be Indigenous technology if, at least 51 % of the entity's equity is held by Indian residents and the IPR is owned or co-owned by an Indian entity or licensed exclusively to them and the core engineering R&D, and project execution capabilities reside in India.
- 2.9. **L1** means the lowest tender, or the lowest bid or the lowest quotation received in a tender, bidding process, or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.10. **MoS** means Ministry of Steel, Government of India.
- 2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be 20 % for items in Appendix B.
- 2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The country of melt and pour (COM) should be India. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.
- 2.13. **Net Selling Price** means the invoiced price excluding net domestic taxes and duties.
- 2.14. **Semi-Finished Steel** means Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.
3. **Exclusions**
 - 3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:
 - 3.1.1. Where specific grades of steel are not manufactured in the country, or
 - 3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.

- 3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. **Standing Committee**

- 4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.
- 4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:
 - 4.2.1. Monitor the implementation of the policy.
 - 4.2.2. Review and notify the list of Iron & Steel products, the domestic content requirement criteria and policy directives as mentioned in Appendix A, Appendix B and Appendix C.
 - 4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies.
 - 4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.
 - 4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.
- 4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.
- 4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of the Committee.

5. **Applicability**

- 5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.
- 5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products.

- 5.3. Appendix-B contains the list of capital goods used in manufacturing iron & steel products which can be imported, and the applicable minimum domestic content requirement for packages.
- 5.4. A purchase preference of 20% is applicable for capital goods used in steel manufacturing. For example, if the lowest bidder (L1) for an importable capital good is a foreign company with a quoted price of Rs.100 crore for the product package, under the policy, procurement preference of 20% will be applicable to a domestic supplier of the same capital good.
- 5.5. Appendix-C contains directives and methodology for steelmaking CPSEs to procure from indigenous technology suppliers.
- 5.6. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemized basis.
- 5.7. No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 crore except with the approval of competent authority as designated by Department of Expenditure.
- 5.8. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.
6. **Tender procedure for procurement**
 - 6.1. Procuring agencies shall follow standard government procurement procedures while adhering to the DMI&SP policy.
 - 6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.
 - 6.3. All bidders – including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses – shall submit Form-1 as part of their bid, irrespective of whether they are the manufacturer or otherwise.
 - 6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorization certificate issued by the domestic manufacturer at the time of delivery.

- 6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.6. If Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to the procuring entities for appropriate reciprocal action.
- 6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.
- 6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.
- 6.9. In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP policy.
- 6.10. A supplier debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- 6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.

- 6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

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

Appendix-A

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

Sl. No	Iron & Steel Products	HS Code	Condition
1	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	Melt & Pour
2	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
7	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour

15	Rails, railway or tramway track construction material of iron or steel	7302	50% Domestic Value Addition
16	Tubes, pipes and hollow profiles, of cast iron	7303	50% Domestic Value Addition
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	50% Domestic Value Addition
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	50% Domestic Value Addition
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	50% Domestic Value Addition
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	50% Domestic Value Addition
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non-alloy steel	7228	Melt & Pour
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	50% Domestic Value Addition
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	50% Domestic Value Addition
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment	7309	50% Domestic Value Addition
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	50% Domestic Value Addition
31	Containers for compressed or liquefied gas, of iron or steel	7311	50% Domestic Value Addition
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	50% Domestic Value Addition
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	50% Domestic Value Addition
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	50% Domestic Value Addition
35	Chain and parts thereof, of iron or steel	7315	50% Domestic Value Addition

36	Anchors, grapnels and parts thereof, of iron or steel	7316	50% Domestic Value Addition
37	Articles of iron and steel	7317	50% Domestic Value Addition
38	Articles of iron and steel	7318	50% Domestic Value Addition
39	Articles of iron and steel	7319	50% Domestic Value Addition
40	Springs and leaves for springs, of iron or steel	7320	50% Domestic Value Addition
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	50% Domestic Value Addition
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	50% Domestic Value Addition
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	50% Domestic Value Addition
44	Sanitary ware and parts thereof, of iron or steel	7324	50% Domestic Value Addition
45	Other cast articles of iron or steel	7325	50% Domestic Value Addition
46	Electrical steel and other articles of iron or steel	7326	50% Domestic Value Addition
47	Railway or tramway passenger coaches, not self-propelled	8605	50% Domestic Value Addition
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50% Domestic Value Addition
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50% Domestic Value Addition

Appendix- B

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

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

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

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

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

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

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

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

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

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

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

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	towers, heat exchangers, etc.), gas mixing stations, pollution control systems, inter plant piping system		
33	Electric overhead travelling crane and gantry crane, electric hoist		Barrel coupling, heavy duty bearing, crane rail lubrication, slew ring bearings, tongs
34	Engineering shop		CNC lathe, CNC milling machine
35	Power Generation, transmission & Distribution system; Shop Electrics including Power & control system and associated electrical works	As per Minimum local content (MLC) % guideline of Ministry of Power	
Note: All equipment shall be procured/ complied as per the Class-I category of the Ministry of Power guidelines. In case(s) where the equipment is not mentioned in Class-I category, or where classification/specification of the equipment is not explicitly or clearly defined under the Ministry of Power guidelines, the provisions issued by DPIIT for Class-I and Class-II categories shall accordingly be followed.			
36	Instrumentation items/ equipment **	As per DPIIT guideline *	- Above / under burden probe system - Profilometer - Burden camera - Tuyere phenomena detection system (TPDS) - Top gas analyzers (CO, CO₂, H₂, O₂, pollutants) - Flow jam switch - Elemental analyzers - Moisture analyzer (Nucleonic) - CV analyzer - Thickness gauge - Hot metal detector - Width gauge - Furnace camera - Multifunction profile gauge - Flatness/shape gauge - Surface inspection system - Laser doppler velocity meter - Optical barrier - Thermal imaging systems for hot rolling - Automatic gauge control (AGC) sensors (roll force, gap, pressure) - Online mechanical property prediction systems (AI + sensors) - Oil film thickness monitoring systems (cold rolling) - X-Ray or Nucleonic Based Coating Thickness Gauges - Mass flow meter - Hydriis (hydrogen detection in molten steel) - Mold level measurement - Break-Out Prediction System (BOPS) - Electromagnetic Brake (EMBr) Control & Sensors - Ladle tracking and management system - Slag Detection System (SDS)/ Slag Monitoring Systems

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• BOF Endpoint Detection (Laser-Induced Breakdown Spectroscopy – LIBS) • Sub-Lance Systems (Temp + O₂ + Carbon + Sampling) • Ladle Refractory Wear Monitoring (Laser/Ultrasonic/Infrared) • Continuous Emissions Monitoring Systems (CEMS – imported analyzers for SO_x, NO_x, PM, CO, CO₂, O₂, H₂) • Off-gas analyzer for BOF/ EAF (CO, CO₂, H₂, dust) • Water quality analyzers (pH, Conductivity, Oil-in-water, TOC, Silica, BOD, COD, TSS, TDS, Phenol, Cyanide) • Laser-based gas leak detectors (CH₄, CO, H₂, H₂S) • Acoustic / ultrasonic leak detection • Vibration / condition monitoring sensors / Axial shift / Differential expansion monitoring systems • Anti-collision system (Radar/ Laser/ Lidar) • Oven Identification System (OIS) • Pyrometers • LOMAS Analyzers • Master calibrators for pressure, temperature and electrotechnical parameters • Instruments installed in Eirich Mixers in Sinter plant, and Hanzel make lubrication systems. • Governor systems for Turbines and Turbo-blowers • Tail gas analyzers for By-product plant • Force sensors used in Coke bucket Lifter & reversing winch • Encoders, • Hydraulic valve controllers • Instruments installed in BLTs (Tilt switch, sonic sensor, encoders, etc.) • Flame sensors/scanners
37	Automation items/ equipment **	As per DPIIT guideline *	
38	Voice Communication system **	As per DPIIT guideline *	
39	Fire Detection and Alarm (FDA) system **	As per DPIIT guideline *	
40	CCTV system **	As per DPIIT guideline *	

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
Note: * Instrumentation, automation, communication equipment, Fire Detection & Alarm (FDA) system, and CCTV system shall comply with the domestic content requirements for capital goods in line with Class-I and Class-II supplier norms as per DPIIT as well as MEITY guidelines. ** Highly specialized equipment, components, and critical parts such as semiconductor chips for instrumentation, automation, communication systems, fire detection & alarm (FDA) systems, and CCTV systems are currently being sourced from global technology leaders. However, the overall system assembly, integration, and manufacturing activities are being carried out in India, with the remaining components procured through domestic sources.			

Appendix-C**Promotion of Indigenous Technologies in Iron & Steel Sector****1) Objective:**

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

2) Scope:

This policy applies to Central Public Sector Enterprises involved in steelmaking or putting up a steel manufacturing plant.

3) Policy Directives:

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

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

3.1.2 Availability of demonstrable tie ups with the vendors.

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

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

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

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

3.2.3 Availability of demonstrable tie ups with the vendors.

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

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

4) Implementation Oversight:

The Standing Committee constituted by Ministry of Steel shall monitor implementation, resolve disputes, and update the eligibility and incentive criteria periodically.

Form-1**Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)**

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

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

do hereby solemnly affirm and declare as under:

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

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

Name of product(s): _____

HS Code(s): _____

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

Procuring agency: _____

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

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

The steel was melted and poured in India.

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of

(Place & Date)

M/s _____

(Authorised Signatory)

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

ABHIJIT NARENDRA, Jt. Secy.

FORM-2

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Page 31 of 36

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

APPENDIX –V TO ITB

PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs)

PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES)
(APPLICABLE FOR SERVICE TENDERS ONLY)

1. Price preference to MSEs shall be extended to Tenders for services only, wherein the entire contract for services shall be placed on MSE bidder, provided the MSE bidder agrees to match the prices of L1 bidder, as per the methodology defined in following clauses. Price preference to MSEs shall not be applicable to works contracts (not falling under the definition of services).
 - a) In case the final evaluated prices of MSE bidder(s) falls within the price range of L1 + 15%, where L1 bidder is non- MSE, then the MSE bidder(s) shall be eligible for Purchase Preference .
 - b) In case of tenders having multiple parts, MSE preference , if applicable , shall be accorded for each part.
 - c) First preference to match the prices shall be given to Women Entrepreneur(s) within the price range of L1+15%. However, if there is no Women MSE entrepreneur(s) within the price range of L1+15% or Women MSE entrepreneur(s) do not matches the L1 bidder's evaluated price, SC/ ST MSE entrepreneur(s) next to the price of L1 bidder shall be considered for price preference.

However, if there is no SC/ ST MSE entrepreneur(s) within the price range of L1+15% or SC/ ST MSE entrepreneur(s) do not matches the L1 bidder's evaluated price, (non-SC/ ST & non-women) MSE entrepreneur(s) next to the price of L1 bidder shall be considered for purchase preference.

However, in case that MSE bidder, does not match the price, next MSE bidder (within the price range of L1 evaluated bidder + 15%) shall be considered for matching the L1 bidder prices and so on.

Accordingly, MSE bidder who matches the evaluated price of L1 bidder shall be considered for award of contract. However, if none of the MSE bidders matches the L1 evaluated price, then the non-MSE L1 bidder shall be considered for award of contract.

2. In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder as per the C&P Procedure, negotiation shall be carried out. Price range with 15% shall be considered based on the original prices of L1 bidder not the negotiated prices. However, MSE bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 15% as compared to L1 bidder provided they were within 15% of L1 bidder as per original quoted.
3. Ministry of Micro, Small & Medium Enterprises notified the Public Procurement Policy (PPP), 2012 for facilitating the promotion and development of micro and small enterprises in Government Procurement. Subsequently, Micro, Small & Medium Enterprises vide circular no. 21(8)/2018-MA dated 09.11.2018 has issued an amendment to the said policy.

Further, Ministry of MSMEs (MoMSME) vide **Gazette notification No. S.O. 4926(E) dated 18.10.2022**

have issued the following amendment in sub-paragraph (5) of paragraph 8 of MoMSME S.O. No. 2119 (E) dated 26.06.2020:

“In case of an upward change in terms of investment in Plant and Machinery or Equipment or Turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non- tax benefits of the category (Micro or Small or Medium) it was in before the re-classification, for a period of three years from the date of such upward change”.

As per the press notification dated 19.10.2022 issued by Press Information Bureau, **Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.**

4. For claiming price preference against enquiries in which provision of price preference is to be extended to the MSE Bidders, the MSE certificate should be valid as on date of un-priced bid opening.

-
5. The owner reserves the right to allow Micro & Small enterprises as well as MSEs Owned by SC/ST entrepreneur and MSEs Owned by Women, purchase preference as admissible under the prevailing procurement policy for MSEs.
6. MSEs MSE bidders shall submit the following:
- i) Bidder claiming to be a Micro or Small Enterprises (MSEs) must be registered on Udyam Registration portal having valid "Udyam Registration Certificate".
 - ii) The Udyam registration certificate shall be verified from GoI Udyam registration portal (present web address is <https://udyamregistration.gov.in>). The status of the MSE Bidder as on the date of Unpriced Bid opening shall be considered for benefits defined in the Bidding Document under the Purchase Preference Policy for MSEs, 2012.
 - iii) In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:
 - District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ 1st Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Executive Magistrate/ Extra Assistant Commissioner (not below the rank of 1st Class Stipendiary Magistrate).
 - Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
 - Revenue Officers not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.
 - Administrator/ Secretary to Administrator/ Development Officer (Lakshadweep Islands).

Definition of MSEs owned by SC/ST Entrepreneurs, is as follows:

- In case of proprietary MSE, proprietor should be SC/ST.
 - In case of partnership MSE, the SC/ST partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by SC/ ST shareholder(s).
 - In case of Public Limited Companies, at least 51% share should be held by SC/ ST entrepreneurs at any given point of time.
- iv) Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:
- In case of proprietary MSE, Women should be SC/ST.
 - In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.

- v) To avail the benefits available to MSEs under the bidding document, MSEs shall provide the necessary valid documentary evidence, i.e. Udyam Registration Certificate. MSE bidders shall submit MSE documents, as above.
- vi) No verification of bidder's status as Micro or Small Enterprises from the financial statement of bidders shall be required.
- vii) In case a MSE bidder has submitted Udyam Registration Certificate, the same shall be accepted provided the details of the same could be verified from the Government Udyam Registration portal, as applicable.
- viii) In case, a MSE bidder doesn't submit the MSE document or submits invalid document or, such bidders shall not be considered for providing the benefits under MSE Policy.
7. In case at any stage, if it is found the bidder has claimed / availed the benefits by providing false/forged details, their bid shall be rejected and bidder shall be placed on suspension/ banning. However, if this is found after order placement, bidder shall also be liable for encashment of PBG. Bidder's organisation is responsible for any and all actions of their employees. Any claims seeking to pin point/shift the blame on any employee and consequently attempting to absolve the bidder's organisation will not be entertained.
8. EIL is committed to promotion and development of micro and small enterprises Accordingly; bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub- contractors to the extent possible under the Orders/ Contracts awarded on them EIL. All efforts shall be made by bidder to encourage procurement thru MSEs (holding valid certificate) through their Sub orders/ Sub contract procurement. The successful bidder shall provide the following only for the purpose of reporting.
- i) Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to(Name of CPSU).
- i) The report shall be signed by authorised person of contractor (Successful Bidder).
- ii) Report shall be submitted in the following format.

Sl. No.	Sub-Supplier/ Subcontractor	Work Order no.& date	Item Description	Amount (In Rs)	Category of MSE Gen/ SC/ ST	MSME Status Micro/ Small with code	Remarks

9. Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. EIL is already registered on the following TReDS Platform:

Name of the Company	Name of The Platform	Web Address	Address	Contact person
A.TREDS Limited	Invoicemart	https://www.invoicemart.com/	11th Floor, Office No A-3, Ashar IT Park, Road No 16Z, Wagle Industrial Estate, Thane, Maharashtra, 400604	Mr. Ankur – 8447308425
Receivables Exchange of India Limited	Trade Receivables Discounting System (TReDS)	http://www.rxil.in/	Trade Centre (Vatika Business Centre), First Floor (Unit No.2), Office No.14, Bandra Kurla Complex, Bandra (East), Mumbai – 400051. Maharashtra	Ms. Ruchi Agarwal 9560793437
Mynd Solutions Private Limited	M1xchange	https://www.m1xchange.com/	280, Udyog Vihar, phase-IV, Gurgaon, Haryana, 122001	Mr. Dipanshu 9711008042

MSME bidders are requested to register on the TReDS platform.

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF
MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA

BID DATA SHEET

(BDS)

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA

BID DATA SHEET

SR. NO.	ITB CL. NO.	CONTENT
1.	ITB 1.1	Bidding Document Reference No. is: B889-000-81-46-CF-T-8202-0
2.	ITB 1.1	Name of Works is: MISCELLANEOUS CIVIL AND STRUCTURAL WORKS FOR TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA
3.	ITB 3.1 ELIGIBLE BIDDERS	Enquiry Basis is: Limited Competitive Basis for Indian Contractors
4.	ITB 5.2 & 10.1 (a) & 10.1 (b) SUBMISSION OF PHYSICAL DOCUMENTS	The detail of Contact Persons for any query/clarification/communication/ Postal address is: <u>Kind Attention:</u> Mr. Nikhil Datir Resident Construction Manager EIL, OBE Site- High Explosive Factory, Khadki, Pune, Maharashtra. Pin-411003 Phone No. 020-25322338 Mob. 9444811560 Email.: nikhil.datir@eil.co.in; eilhefpune@eil.co.in
5.	ITB 5.4	a) Bidders to furnish the details of person who wants to visit the site to the contact person at site (as below) so that the gate pass can be arrange accordingly. The contact person details at site is: <u>Kind Attention:</u> Mr. Nikhil Datir Resident Construction Manager EIL, OBE Site- High Explosive Factory, Khadki, Pune, Maharashtra. Pin-411003 Phone No. 020-25322338 Mob. 9444811560 Email.: nikhil.datir@eil.co.in; eilhefpune@eil.co.in
6.	ITB 1.2, 10.1 (a) & 10.1 (b)	The last Date and time of submission of Bids is as per Letter Inviting Bid (LIB) (If this particular day happens to be a declared holiday in EIL, MIL (HEF) Site OFFICE, PUNE the next working day shall be considered).
7.	ITB 3.2, 3.4, 12.1, 18.4 & 19.4	Consortium / unincorporated Joint Venture (JV) Bids are not acceptable.
8.	ITB 11 & ITB 11.3 INTEGRITY PACT	Integrity Pact - Applicable
9.	ITB 10.2, 18.0, 20.1 (BID SECURITY / EMD)	Applicable Refer Clause no. 4(a) and clause no. 7 of LIB

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

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10.	ITB 27.0	This Bidding Document is issued on "Zero Deviation Basis" and Hence clause shall stand modified as below: Compliance to Bid requirement as per form-E provided in Bidding Forms.
11.	ITB 21.4, 22.1	URL for e-tendering portal is https://eprocure.gov.in/eprocure/app
15.	Appendix 1 of GCC	Proforma of CPBG in GCC Annexure 1 stands replaced by Annexure – XVI of Special Condition of Contract (SCC). Bidder to ensure submission of CPBG as per Annexure – XVI SCC.
16.	ITB 14.1 & ITB 33.0	The currency of Bid is Indian Rupee (INR) Only.
17.	ITB 15.0	Refer Letter Inviting Bids (LIB)
18.	ITB 17.0	Bid shall remain valid for a minimum period of 3 (Three) MONTHS from final due date of submission of Bid
19.	ITB 18.1	Refer Letter Inviting Bids (LIB)
20.	ITB 28.0 & 29.0	Clause No. 28.0 and 29.0 stands modified by following: Bid shall be submitted as " Zero deviation Basis ". Accordingly offer is to be submitted in complete compliance to Bidding Document Terms & Conditions without any deviation. Offer with deviation shall be liable for rejection without any further correspondence. In view of this Bidder shall ensure submission of complete bid without any deviation as per requirement of Bidding document in first instance itself.
21.	ITB 32.0 (MSE Preference)	Not Applicable No Purchase Preference to Micro and Small Enterprises (MSE) Bidders as per Public Procurement Policy for MSEs shall be given being "Works Contract". EMD/Bid Security exemption shall not be applicable for MSE bidders being "Works Contract" .
22.	ITB 10.2	Clause no 10.2 of ITB: PART-II (Priced Bid) stands modified to the following extent: a. Bidder shall submit the Summary of Price FORM SP-0 strictly as per proforma quoting percentage increase (+) or decrease (-) without any stipulation, overwriting, deviation, terms & conditions, presumption, basis etc. b. Bidder shall clearly indicate increase as (+) and decrease as (-). In absence of same, it shall be considered as (+) and prices shall be evaluated accordingly. c. Bidder shall quote up to two decimal places only d. This part shall contain the following (i.e. Bidder shall submit following documents in their Price Bid): Duly filled Summary of Prices (Form SP-0)
23.	ITB 13.3	Clause no 13.3 stands modified to the following extent: The percentage quoted by Bidder in Form SP-0 shall be based on pre-filled price of Schedule of Rates FORM SP – 1 enclosed with the Bidding Document. In case any activity is not specifically covered in description of item under 'Schedule of Rates/Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA

24.	ITB 36.1	The evaluation and comparison of bids shall be carried out as per following: I. To arrive at the evaluated price, the Total amount quoted shall be calculated / established based on increase / decrease quoted in respective Form SP-0 by bidder on after arithmetic check in line with Clause 34.0 of ITB and SOR Provisions. II. Conditional discount, if offered, shall not be considered for evaluation. However, discount furnished in respective Form-SP0 (in Percentage Tender) shall be considered for evaluation and Ordering. III. In case, prices are not submitted in the Priced Bid and/or are not as per the requirements of the Bidding document, the same shall not be considered for evaluation. IV. Work shall be awarded to the Bidder whose total quoted price has been calculated/evaluated to be lowest (after arithmetic correction / loading as per cl. 34.0, if applicable) V. GST amount shall not be loaded for the evaluation purpose. VI. In an extreme situation, when there is a 'Tie' based on the S. No. 22 I) above (after loadings, if any) recourse shall be taken on the basis of bidder's maximum annual turnover during the last 3 years. For this purpose, annual turnover of the bidders having the tie, shall be tabulated for the past 3 years and maximum annual turnover in any of the last 3 years shall be determined for each bidder. The bidder whose maximum turnover is highest shall be the recommended bidder. Any uncalled for lump-sum/ percentage or adhoc reduction/ increase 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.
25.	-----	Reverse Auction : Not Applicable
26.	New Clause of SCC 37.0: Termination for Default	New Clause of SCC 37.0 has been inserted pertaining to "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/ Owner 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 Sub-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, Sub-Contractor shall be understood to have defaulted and the EIL/ Owner 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 Sub-Contractor, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the Contract including extant policy for Suspension/ Banning of EIL/ Owner. e) The Sub-Contractor may also request for a personal hearing. f) EIL/ Owner based on the Sub-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.

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) KHADKI OF MUNITIONS INDIA LIMITED (MIL), PUNE, MAHARASHTRA

		h) The Interest rate applicable as per b) above shall be as per Bid Data Sheet (BDS). i) In case Contract awarded for the tendered work have to be terminated due to Sub-Contractor's default and a separate Tender have to be floated to get the remaining/ complete work executed, such defaulting Sub-Contractor will not be considered for Tenders issued for the refloated works of same project.																				
27.0	Others	In case contract awarded for the tendered work have to be terminated due to Contractor's default and a separate enquiry/tender have to be floated to get the remaining/complete work executed, such defaulting Contractor will not be considered for enquiries/tenders issued for the refloated works of same project.																				
28.0	Others	The clause(s) mentioned in LIB shall prevail over the corresponding clause(s) mentioned elsewhere in the Bidding Document.																				
29.	Structured Financial Messaging System	Apart from hard copy submission of BGs, bank guarantee issued towards EMD/CPGB/ABG etc. It shall be preferred that same is also routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and Verification. The information/ message (as per SFMS platform) shall be sent by BG issuing bank branch to EIL's Banker as per details below: <table><tr><td>Name</td><td>Engineers India Limited</td></tr><tr><td>Address of EIL</td><td>1, Bhikaiji Coma Place, RK Puram New Delhi - 110066</td></tr><tr><td>e-Mail address</td><td>billing_@eil.co.in</td></tr><tr><td>PAN</td><td>AAACE5318C</td></tr><tr><td>Name of Bank</td><td>State Bank of India CAG Branch -II, 4th and 5th Floor Redfort Capital Parsvanath Towers Bhai Veer Singh Marg Gole Market, New Delhi -110001 Tel:011-23475562/5569 Fax: 011 -23475580</td></tr><tr><td>Branch Code</td><td>17313</td></tr><tr><td>Current Account Number</td><td>10813604212</td></tr><tr><td>IFSC Code</td><td>SBIN0017313</td></tr><tr><td>MICR Code</td><td>110002562</td></tr><tr><td>SWIFT Code (for USD)</td><td>SB/NINBB824</td></tr></table>	Name	Engineers India Limited	Address of EIL	1, Bhikaiji Coma Place, RK Puram New Delhi - 110066	e-Mail address	billing_@eil.co.in	PAN	AAACE5318C	Name of Bank	State Bank of India CAG Branch -II, 4th and 5th Floor Redfort Capital Parsvanath Towers Bhai Veer Singh Marg Gole Market, New Delhi -110001 Tel:011-23475562/5569 Fax: 011 -23475580	Branch Code	17313	Current Account Number	10813604212	IFSC Code	SBIN0017313	MICR Code	110002562	SWIFT Code (for USD)	SB/NINBB824
Name	Engineers India Limited																					
Address of EIL	1, Bhikaiji Coma Place, RK Puram New Delhi - 110066																					
e-Mail address	billing_@eil.co.in																					
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Current Account Number	10813604212																					
IFSC Code	SBIN0017313																					
MICR Code	110002562																					
SWIFT Code (for USD)	SB/NINBB824																					
30.	CPBG	Within 15 days from the date of issue of FOA/LOA, the Contractor shall furnish Contracts cum performance guarantee in the form of Bank Guarantee as per the EIL proforma for an amount equivalent to 10% of the order value.																				
32.	Appendix-III to GCC	Applicable and Stands replaced with Form N to Bidding forms. Bidder to ensure submission of EMD in the format as per Form N of Bidding forms.																				

BIDDING FORMS

TABLE OF CONTENTS

<u>FORM NO.</u>	<u>DESCRIPTION</u>
A	FORM OF BID
B	INFORMATION ABOUT BIDDER
C	AFFIDAVIT- ~~DELETED~~
D	PAST EXPERIENCE IN SUPPORT OF BQC
E	COMPLIANCE TO BID REQUIREMENT
F	DETAILS OF P.F. & ESI REGISTRATION / UNDERTAKING
G	SELF DECLARATION
H	CHECK LIST FOR SUBMISSION OF BID
I	BANK MANDATE FORM
J	<del>COMPLIANCE TO REQUIREMENT OF PAN NO., TAX RESIDENCY CERTIFICATE AND FORM NO.10F- ~~DELETED~~</del>
K	<del>FORMAT FOR TAX RESIDENCY CERTIFICATE AND FORM NO.10F- ~~DELETED~~</del>
L	FORMAT FOR BIDDERS' PRE-BID QUERIES
M	<del>ANNUAL TURNOVER STATEMENT- ~~DELETED~~</del>
N	BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT
O	PROFORMA OF AGREEMENT
P	~~DELETED~~
Q	PROFORMA OF ABG
R	PROFORMA OF ROLLING BG
S	PROFORMA OF FIXED DEPOSIT CONFIRMATION LETTER BY BANK
T	INTEGRITY PACT AND UNDERTAKING

FORM-A**FORM OF BID**

(To be filled by the Bidder)

Ref. No.**Date:****To**

Mr. Nikhil Datir
Resident Construction Manager (RCM)
Engineers India Limited
TNT Project, High Explosive Factory,
Khadki, Pune, Maharashtra. Pin-411003

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. 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 (enclosed with GCC) forming part of Bid Documents within 15 (Fifteen) days of receipt of the Letter of Award / Fax of Acceptance from Engineers India Limited

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

Yours faithfully,

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

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

Full Name and address of the Bidder(s).

FORM-B**INFORMATION ABOUT BIDDER****To****Engineers India Ltd.**

1.1	Bidder Name:	
1.2	Address of Registered Office:	City : District : State : PIN/ZIP:
1.3	Operation Address if different from above:	City : District : State : 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	Goods and Services Tax Identification Number (GSTIN)	

Bidder Signature and Stamp

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF)
OF MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

Sheet 5 of 47

FORM-C

-Deleted-

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF)
OF MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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FORM – D

-Deleted-

FORM-E

COMPLIANCE TO BID REQUIREMENT

(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)

TITLE OF WORKS / SUPPLY:

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.

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

**

For and on behalf of

Authorized signatory

Date:

*Here fill in the name of bidder.

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

FORM-F(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-F(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 Technocommercial-part.

FORM-G**SELF DECLARATION**

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

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1.	We confirm that we are not involved in any Litigation or Arbitration. OR We confirm that the current litigation/ arbitration in which We are 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 contractual obligations under contract are performed.	
2.	We confirm that we are not on Holiday/ Negative list of EIL/Client/PMC on due date of submission of bid.	
3.	We confirm that we are not Banned or Delisted or Black Listed by any Government Department / Public Sector Undertaking on due date of submission of bid.	
4.	We confirm that we are not under liquidation, court receivership or similar proceedings.	
5.	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.	
6.	We confirm that we shall arrange to produce the Original Hard copy of documents on demand, physically, considered towards our qualification within the stipulated time in case directed by EIL. Any, failure on our part of may lead to termination of the Purchase Order or Contract, as applicable.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM-H**CHECK LIST FOR SUBMISSION OF BID**

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

Please tick the box and ensure compliance:

(A) **PART-I- EMD/ TECHNO-COMMERCIAL / UNPRICED PART**

Tick whichever is applicable

S.No.	Documents	Submitted	Not Applicable
1.	Bid Security in accordance with provision of LIB & ITB (~~In case of exemption MSE Certificate duly authenticated as per the requirement of LIB & ITB~~)	☐	☐
2.	BQC – TECHNICAL , BQC – EXPERIENCE COMMERCIAL	☐	☒
3.	Bid forwarding letter	☐	☐
4.	Table of Contents (MASTER INEX) of the Bidding Document and Amendment/addendum , duly signed & stamped	☐	☐
5.	Integrity Pact along with Affidavit in accordance with LIB & ITB -	☐	☐
6.	Copy of Power of Attorney (PoA) in favour of person (s) signing the bid including digitally signing 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.	☐	☐
7.	Bid Form as per Bidding Form-A	☐	☐
8.	Information about Bidder in accordance with Bidding Form B	☐	☐
9.	Form – M (Details of Financials) and copies of financial documents mentioned in S.No. 10 below	☐	☒
10.	Documentary evidence in support of meeting the financial criteria, i.e., Complete audited annual	☐	☒

financial year statements including audit report, balance sheet, profit & loss account statement with all other schedules for the immediate preceding three financial years

(OR)

Duly filled, signed and stamped Annexure – IA/IB of LIB

- | | | |
|--|--------------------------|-------------------------------------|
| 11. Past experience along with details and supporting documentation as called for in the Bidder qualification criteria as per Bidding Form-D | ☐ | ☒ |
| 12. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company | ☐ | ☐ |
| 13. Compliance to Bid requirement (Bidding Form-E) | ☐ | ☐ |
| 14. Self-Declaration as per Bidding Form- G | ☐ | ☐ |
| 15. Bank Mandate Form duly signed and stamped with the Banker's certification as per Bidding Form-I | ☐ | ☐ |
| 16. Unpriced copy of Form SP-0 for the quoted Part(s) indicating "Quoted" and "No-Quoted" as relevant duly signed and stamped. | ☐ | ☐ |
| 17. Signed & Stamped copy of Form SP-1 – detailed SOR | ☐ | ☐ |
| 18. Compliance to Requirement of Pan No. , Tax Residency Certificate and Form No.10 as per Bidding Form- J (<i>Applicable for foreign bidder in case of services in India is required as per scope of bidding document</i>) | ☐ | ☒ |
| 19. PAN NO. | ☐ | ☐ |
| 20. Tax Residency Certificate (TRC) containing prescribed particulars & Form No. 10 F as per Bidding Form-K | ☐ | ☒ |
| 21. Signed & stamped copy of list of min. Manpower & min equipment, Time Schedule as per Annexures to SCC | ☐ | ☐ |
| 22. Any other documents as specified in the bidding document | ☐ | ☐ |
| 23. Technical Documentation as required and as specified in Technical Part | ☐ | ☐ |

(B) PART-II- PRICE BID**Tick whichever is applicable**

S.No.	Documents	Submitted	Not Applicable
1.	FORM SP-0 & SP-2 FOR PRICED PART	☐	☐

FORM-I**BANK MANDATE FORM**

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9-Digit MICR code Number of the Bank & Branch :
(As appearing in the MICR Cheque issued by the bank)
(Please do not give multicity cheque book code Number)
 - e. Type of account (Saving Bank, Current or Cash Credit) :
 - f. Account Number :
 - g. RGTS/IFSC Code (11 digit) :
 - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

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

Official seal of the Bidder

Place :

Date :

BANK CERTIFICATION

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

Place :

Date :

Signature of the Authorised Official of the Bank

Bank's Stamp

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF)
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FORM -J

DELETED

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF)
OF MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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FORM -K1

DELETED

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF)
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FORM -K2

DELETED

FORM-L**FOR BIDDERS' QUERIES**

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

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

Name of Work - MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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FORM-M

- DELETED -

FORM-N1

FORMAT FOR EMD/BID SECURITY AND INSURANCE SURITY BOND

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.

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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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]

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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FORM-N2

FIXED DEPOSIT RECEIPT IN LIEU OF EARNEST MONEY DEPOSIT

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS
BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0
PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

Bidding Forms

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(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 FD Rs 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.....

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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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.)

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 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 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 EII the demanded amount only upon receipt of written claim or demand from EII 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 EII which suffices all requirements for payment to EII 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.
2. Insurance Surety Bond is not applicable for Foreign Bidders.
3. Insurance Surety Bond can be submitted in Indian Currency only.
4. Insurance Surety and for Bid security in original shall be submitted along with the Bid.
5. 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:	

FORM-O**PROFORMA OF AGREEMENT**

CONTRACT AGREEMENT for _____ (Name of Work) for PRECOMMISSIONING & COMMISSIONING WORKS FOR SRB & RELATED OFFSITE, DHDS AND CRWS (Bidding Document No.: _____) DATED _____ 20____
(_____ Two Thousand _____)

_____ Between Messrs under the Indian Companies Act, and having its registered office at _____ in the town of _____ hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Messrs Engineers India Limited having its registered office at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110 066, hereinafter called EIL (which term shall, unless excluded or repugnant to the subject or context including its successors and assignees) of the other part.

WHEREAS:

- A. EIL being desirous of having provided and executed certain works mentioned, enumerated or referred to in the tender documents including Letter Inviting Bid/ Invitation for Bid, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of Completion of Jobs, other documents etc. has called for Tender.
- B. The CONTRACTOR has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the 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 he 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 tender.
- C. The tender documents including the notice/ Letter Inviting Bid/ Invitation for Bid, General Conditions of CONTRACT, special conditions of CONTRACT, schedule of Prices, general obligations, specifications, drawings, plans, time schedule of completion of jobs, Fax of acceptance of tender and any statement of agreed variations, with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS:

EIL accepted the Tender of the CONTRACTOR for the provision and the execution of the said work at the Prices stated in the Schedule of Quantities of works and finally approved by EIL (hereinafter called the "Schedule of Prices") upon the terms and subject to the conditions of contract: -

Now this Agreement witnessed and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to the CONTRACTOR for the work to be executed by him, the CONTRACTOR hereby covenants with EIL that the CONTRACTOR shall and will duly provide, execute and complete the said works referred to in the above documents mentioned and constituting the contract and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said

works at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provision, execution and completion of the said works EIL does hereby agree with the CONTRACTOR that EIL will pay to the CONTRACTOR the respective amounts for the work actually done by him and approved by EIL at the Schedule of Prices and such other sum payable to the CONTRACTOR under provision 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 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 simpliciter 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 licence at any time without assigning any reason.

The materials including sand, gravel, stone, loose earth, rock, etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under this contract, exclusively belong to 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.

IN WITNESS whereof the parties have executed these presents in triplicate the day and the year first above written.

**Signed and Delivered For and on
behalf of ENGINEERS INDIA
LIMITED**

DATE : _____

PLACE : _____

In the presence of Two Witnesses

1. _____

2. _____

**SIGNED AND DELIVERED FOR AND
ON BEHALF OF CONTRACTOR**

DATE : _____

PLACE : _____

1. _____

2. _____

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

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FORM Q

FORM Q

FORMAT FOR ABG

**PROFORMA OF BANK GUARANTEE
ADVANCE (INDIGENOUS)**
(On non-judicial stamp paper of appropriate value)

To

Engineers India Limited
1 Bhikaiji Cama Place
New Delhi – 110 066
Attn.: Head (LSTK-Finance)

Project _____

RFQ No. _____

Dear Sirs,

Engineers India Limited, 1, Bhikaiji Cama Place, New Delhi-110066 (hereinafter called – “the Purchaser” which expression shall include its successors and assigns) has awarded M/s _____ (hereinafter called “The Supplier” which expression shall include its successors and assigns) the work of designing, manufacturing, fabricating and supply of _____ in terms of a contract as constituted by Purchase Order No. _____ dated _____ issued by the Purchaser to the Supplier (hereinafter called “The Contract” which expression include all the amendments and/or modifications of the Purchase Order).

AND WHEREAS the Purchaser has agreed to advance the Supplier a sum of Rs. _____ (Rupees _____) hereinafter called “The Advance” as financial assistance to the Supplier under the Contract on the condition, inter alia, that the advance shall be secured by a Bank Guarantee as hereinafter appearing:

We _____ Bank _____ a Bank incorporated/ constituted under the laws of _____ and having its registered/principal office at _____ (hereinafter called “The Bank” which expression shall include our successors and assigns) in consideration of the aforesaid promises and at the request of the Supplier DO HEREBY bind ourselves and our successors and assigns, and irrevocable undertake to pay the Purchaser on first demand in writing without protest or demur or proof or condition and without reference to the Supplier any and all amounts at any time and from time to time claimed by you, as due to you under or in respect of the said advance, and demanded by you from us, with reference to this undertaking for an aggregate limit of Rs. _____ (Rupees _____).

AND, we, the Bank DO HEREBY further agree as follows:

- (i) The Purchaser shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the Contract and/or any of terms and conditions thereof or of or relative to the advance and to extend time for the performance of the Contract and/or repayment of the advance or to postpone for any time or from time to time the obligations of the Supplier and to waive or postpone exercise of any of the rights available to the Purchaser against the Supplier or to forbear from enforcing any of the terms or conditions of the Contract and/or the advance or any security(ies) available to the Purchaser, AND the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Purchaser of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Supplier or any forbearance, waiver, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Supplier or any other act, matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Bank from its liability hereunder or any part thereof, AND the BANK DOTH HEREBY waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking.
- (ii) It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and this guarantee/undertaking shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other security for any indebtedness of the Supplier to the Purchaser (including relative to the advance) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank be outstanding or unrealized.

- (iii) As between the Bank and the Purchaser for the purpose of this guarantee/undertaking the amount claimed by the Purchaser from the Bank with reference to this guarantee/ undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the Purchaser hereunder.
- (iv) The liability of the Bank to the Purchaser under this guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Supplier and the Purchaser, the Supplier and the Bank and/or the Bank and the Purchaser, or otherwise howsoever touching or affecting these presents or the liability of the Supplier to the Purchaser, and notwithstanding the existence of any instructions or purported instructions of the Supplier or any other person(s) to the Bank not to pay or for any cause withhold or defer payment to the Purchaser under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Purchaser.
- (v) This guarantee/undertaking shall not be affected by any change in the constitution of the Bank or that of the Supplier or the Purchaser, or any irregularity in the exercise of borrowing powers by or on behalf of the Supplier.
- (vi) This guarantee/undertaking shall be valid for all claims/demands made by the Purchaser to or upon us upto _____ provided always that if for any reasons, the Supplier is unable to complete supplies under the Contract, the Bank shall at the request of the Purchaser and without recourse to the Supplier extend the validity of this guarantee/undertaking for a further period of six months. For the purpose of this clause, the Purchaser's statement that the Supplier is unable to complete supplies under the contract shall be conclusive and final binding on us.
- (vii) Notwithstanding anything contained herein:
- (a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____ (Rupees _____ only).
- (b) This Guarantee/Undertaking shall remain in force upto _____ and any extension(s) thereof; and
- (c) The Bank shall be released and discharged from all liability under this Guarantee/ Undertaking unless a written claim or demand is issued to the Bank on or before _____ plus 3 months claim period, or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
- (viii) The Bank DOTH HEREBY declare that Mr. _____ (name of the person signing on behalf of the Bank) who is _____ (his designation), is authorized to sign this guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____ day of _____

Yours faithfully,

For _____

Signature _____

Name & Designation _____

Name of the Branch _____

NOTE

1. This Guarantee is required to be stamped as an agreement according to the Stamp Duty Act.
2. The Performance Bank Guarantee shall be strictly as per above proforma and shall be through Indian or Foreign Branches of Indian Scheduled Banks (other than Cooperative Bank)/Nationalized Bank or Indian Branches of Foreign Banks.
3. The bank shall provide details viz contact person, telephone number, fax number, e-mail address and address of the Controlling/Regional Office of issuing bank for verification of authenticity of Bank Guarantee.
4. This Guarantee is required to be sent by Seller's Bankers directly to the Head (LSTK-Finance), Engineers India Limited, El Bhawan, 3rd Floor, 1, Bhikaiji Cama Place, New Delhi-11006

FORM-R

**PROFORMA OF BANK GUARANTEE FOR ADVANCE
(TO BE USED AS ROLLING BANK GAURANTEEE)**

Procedure for Executing the Rolling BG:-

- 1) Advance payment shall be paid to the Contractor against the first lot of material received at their fabrication yards as per the provisions of the payment terms of the contract against the attached Rolling Bank Guarantee. The same Advance BG shall be utilized for the next lots of material received at the Contractor's fabrication yard.
- 2) Accordingly, the Advance bank guarantee will not be released on utilization of full/ part quantities of the materials received in the first lot above. The contractor can claim the subsequent milestone payment payable based on the progress as per the terms of the contract.
- 3) The Contractor has to ensure at all times that the amount against the Advance BG is maintained such that it is not less than to the material under fabrication and the validity of the Advance BG is maintained at all times.

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

To

ENGINEERS INDIA LIMITED,

1, BHIKAJI CAMA PLACE,

NEW DELHI-110066

Dear Sirs,

WHEREAS ENGINEER INDIA LIMITED, 1, BHIKAJI CAMA PLACE, NEW DELHI-110066 (hereinafter called "EIL" which expression shall include its successors and assigns) has awarded M/s _____ (hereinafter called "The Contractor" which expression shall include its successors and assigns) the work of _____ in terms of a contract as constituted by Contract No. _____ dated _____ issued by the EIL to the Contractor (hereinafter called "The Contract" which expression include all the amendments and/or modifications of the Contract).

AND WHEREAS the EIL has agreed to advance the Contractor a sum of Currency. _____ (Currency _____) hereinafter called "The Advance" as financial assistance to the Contractor under the Contract on the condition, inter alia, that the advance shall be secured by a Bank Guarantee as hereinafter appearing:

We _____ Bank _____ a Bank incorporated/constituted under the laws of _____ and having its registered/principal office at _____ (hereinafter called "The Bank" which expression shall include our successors and assigns) in consideration of the aforesaid promises and at the request of the Contractor DO HEREBY bind ourselves and our successors and assigns, and irrevocably undertake to pay the EIL on first demand in writing without protest or demur or proof or condition and without reference to the Contractor any and all amounts at any time and from time to time claimed by you, as due to you under or in respect of the said advance, and demanded by you from us, with reference to this undertaking upto an aggregate limit of _____ Currency _____ (Currency _____).

AND, we, the Bank DO HEREBY further agree as follows:

- (i) The EIL shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the Contract and/or any of terms and conditions thereof or of or relative to the advance and to extend time for the performance of the Contract and/or repayment of the advance or to postpone for any time or from time to time the obligations of the Contractor and to waive or postpone exercise of any of the rights available to the EIL against the Contractor or to forebear from enforcing any of the terms or conditions of the Contract and/or the advance or any security(ies) available to the EIL, AND the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the EIL of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any forbearance, waiver, act or omission on the part of the EIL or any indulgence by the EIL to the Contractor or any other act, matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Bank from its liability hereunder or any part thereof, AND the BANK DOTH HEREBY waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking.
- (ii) It shall not be necessary for the EIL to proceed against the Contractor before proceeding against the Bank and this guarantee/undertaking shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other security for any indebtedness of the Contractor to the EIL (including relative to the advance) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank be outstanding or unrealised.

- (iii) As between the Bank and the EIL for the purpose of this guarantee/undertaking the amount claimed by the EIL from the Bank with reference to this guarantee/undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the EIL hereunder.
- (iv) The liability of the Bank to the EIL under this guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the EIL, the Contractor and the Bank and/or the Bank and the EIL, or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the EIL, and notwithstanding the existence of any instructions or purported instructions of the Contractor or any other person(s) to the Bank not to pay or for any cause withhold or defer payment to the EIL under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the EIL.
- (v) This guarantee/undertaking shall not be affected by any change in the constitution of the Bank or that of the Contractor or the EIL, or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.
- (vi) This guarantee/undertaking shall be valid for all claims/demands made by the EIL to or upon us upto midnight of _____ provided always that if for any reason, the Contractor is unable to complete supplies under the Contract, the Bank shall at the request of the EIL and without recourse to the Contractor extend the validity of this guarantee/undertaking for a further period of six months. For the purpose of this clause, the EIL's statement that the Contractor is unable to complete supplies under the contract shall be conclusive and final binding on us.
- (vii) Notwithstanding anything contained herein:
- (a) The Bank's liability under this Guarantee/Undertaking shall not exceed Currency.
(Currency only),
- (b) This Guarantee/Undertaking shall remain in force upto and any extension(s) thereof; and
- (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before or the date of expiry of any extension(s) thereof if this Guarantee/Undertaking has been extended.
- (viii) The Bank DOTH HEREBY declare that Mr. _____ (name of the person signing on behalf of the Bank) who is _____ (his designation), is authorised to sign this guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____ day of _____

Yours faithfully

For _____

Signature _____

Name & Designation _____

Name of the Branch _____

NOTE

1. This Guarantee/Undertaking is not to be witnessed.
2. This Guarantee is required to be stamped as an agreement according to the stamp duty act.
3. This Guarantee is required to be sent by CONTRACTOR's Bankers directly to the EIL.

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

Sheet 39 of 47

FORM-S

PROFORMA OF FIXED DEPOSIT CONFIRMATION LETTER BY BANK

FORM-S

(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 Contract period plus defect liability period plus 2 months}** 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 Supplier/ Contractor) under the P.O. No/ Work order No. This FDR can be encashed/ redeemed without any consent/ letter from the Supplier/ Contractor M/s.....(Name of the Supplier/ Contractor) 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 Supplier/ Contractor & 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.)....

Name of Work : MISCELLANEOUS CIVIL AND STRUCTURAL WORKS

Bidding Forms

BIDDING DOCUMENT NO.: B889-000-81-46-CF-T-8202-0

PROJECT: TRINITROTOLUENE (TNT) PLANT AT HIGH EXPLOSIVES FACTORY (HEF) OF
MUNITIONS INDIA LIMITED (MIL) AT KHADKI, PUNE, MAHARASHTRA

Sheet 41 of 47

FORM-T

INTEGRITY PACT AND UNDERTAKING

Form-T

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 process 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.



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.



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



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) _____

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



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

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,

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).

“**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.

“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

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.

“**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.

- (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

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

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.

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:

- (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

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,

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).

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.

- 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.

- 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.

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.

- 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, sight-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 structure 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

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's Works at the Site.
- 9.21.2.2 All arrangements for the distribution of 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 from 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.

- 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.

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

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.

- (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 form (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

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 anyway 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.

- 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.

- 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

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

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.

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

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

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;

- (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

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.

- 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

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 Contract.

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

(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

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;

- (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.

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, whichever 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.

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

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

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;

- (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;

- (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 be 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.

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.

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

- 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

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.

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

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.

Signature Not Verified

Digitally signed by P
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Date: 2026.05.09 17:08:52 IST
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