BIDDING DOCUMENT
FOR

HDPE PIPELINE LAYING & INSTALLATION

(BIDDING DOCUMENT NO.: RCM/B862-ST-VB-T-9003/03)

PROJECT: PDH PP PLANT WITH ETHANE AND PROPANE STORAGE AND HANDLING FACILITIES AT DAHEJ, GUJARAT

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(भारत सरकार का उपक्रम)

ENGINEERS INDIA LIMITED
(A Govt. of India Undertaking)

PART-I OF III : COMMERCIAL PART

PART-II OF III : PRICED PART

PART-III OF III: TECHNICAL PART

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PART-I OF III : COMMERCIAL PART

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LETTER INVITING BID (LIB)

FOR

HDPE PIPELINE LAYING & INSTALLATION

FOR

PDH-PP PLANT WITH ETHANE AND PROPANE STORAGE AND HANDLING FACILITIES AT DAHEJ, GUJARAT OF M/s PETRONET LNG LIMITED (PLL)

(BIDDING DOCUMENT NO.: RCM/B862-ST-VB-T-9003/03)

(DOMESTIC LIMITED COMPETITIVE BIDDING)

1. INTRODUCTION:

1.1. Petronet LNG Limited (PLL) is a public limited company incorporated in April 1998 in India under the provision of the (Indian) Companies Act 1956, having registered office at 4th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi-110029, India. PLL owns & operates LNG Terminal at Dahej in the state of Gujarat, India with the name plate capacity of 17.5 MMTPA.

In view of expected growth in demand for petrochemical products in India and to remain competitive in the market with product self-sufficiency, Petronet LNG Ltd. (PLL) has planned to setup Petrochemical (PDH-PP) plant integrated with Ethane and Propane import facility at Dahej. The proposed “Petronet Petrochemical Complex” (PPC) will use propane as a feedstock, dehydrogenate it to form propylene in a Propane Dehydrogenation Unit (PDH) and further explore the possibilities of setting up of Propylene derivative complex to produce high value polymers / petrochemicals such as Poly Propylene (PP) targeting import substitution.

1.2. PLL has appointed Engineers India Limited (EIL) as Consultant for "PDH PP plant with Ethane and Propane storage and handling facility at Dahej Petrochemical Complex” (herein referred as “Project”).

1.3. EIL on behalf of PLL invites e-bids (Through Government of India’s Central Public Procurement Portal http://eprocure.gov.in/eprocure/app) for **“HDPE PIPELINE LAYING & INSTALLATION”** under single stage two-part system (Part-I: Techno-commercial Part & Part- II: Price Part) from competent agencies with sound technical and financial capabilities.

2. BRIEF SCOPE OF WORK:

2.1. The scope of work envisaged under this tender is HDPE Pipeline Laying & Installation from PLL Dahej site to GIDC Pumping Station (including all permission/approval/ROU from authority) which broadly consists of (but not limited to):-

- Design & Engineering of entire works for installation of 6” HDPE Pipeline from RO-DM plant at PLL Dahej to GIDC Pumping Station D-1.
- Obtaining permissions from concerned authorities/ agencies for lowering/ installation of underground and above ground pipeline along with all crossing permissions, as required.
- Providing, supplying, lowering, installation, jointing, testing and commissioning of 160 mm dia. HDPE PE-100 treated effluent pipeline from RO-DM Plant at PLL Dahej to GIDC Pumping Station D-1 including all crossings enroute.
- Carrying out hook-ups at identified locations at RO-DM Plant, PLL Dahej and GIDC Pumping Station D-1.
- Installation of pipeline using shallow HDD technique across various crossings as specified elsewhere in bid document.
- Procurement & supply including engineering for procurement of Contractor supplied items as detailed subsequently in the documents.
- All works related to pre-testing, cleaning, flushing, hydrostatic testing, dewatering, tie-in/ hook-up with adjoining piping sections, as applicable.
- Pre-commissioning and commissioning of the pipeline and associated facilities.

2.2. The above scope is not exhaustive and Bidder shall refer technical section of the bidding document for complete details of scope of work.

3. TIME SCHEDULE FOR COMPLETION:

06 (Six) Months from the date of issue of Letter of Acceptance (LOA).

4. The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. In case it comes to the notice of EIL/PLL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the procedure for action in case of corrupt / Fraudulent / collusive / coercive practices.

Further, it shall be the sole responsible of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer

Further, in case of 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' after award of contract for service/ works suitable action in accordance with of GCC of the contracts.

5. <u>Procurement from a Bidder from a Country Sharing Land Border with India:</u>

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

(b) Bidders shall submit a certificate for compliance of the above clause in the enclosed Form(s) of ITB.

This certificate shall be on the company's letter head and shall be duly signed & stamped by the authorized signatory of the bidder.

In case at any stage, it is found that the above certification given by the bidder is false, their bid shall be rejected and the bidder shall be liable for other actions like placement on suspension/ banning or encashment of EMD (if applicable). However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with law/ provision of bidding document, including suspension/ banning and encashment of CPBG.

(c) In addition to above, such bidders shall also be required to submit evidence of registration with competent authority. In case of non-submission of required evidence of registration or invalid registration, bid shall be rejected.

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

(e) **Provision for Sub-Contracting in Works Contracts**

Contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority. Bidders shall be required to submit a certificate in the format enclosed elsewhere in the Bidding Document.

6. THE SALIENT FEATURES OF THE BIDDING/IFB DOCUMENT ARE AS FOLLOWS:

6.1. Salient Features:

a)	Earnest Money Deposit (EMD) / Bid Security	:	**INR 2,03,800/-** Bid Security to be submitted in favour of "Petronet LNG Limited" payable at New Delhi in line with provisions of Clause no. 19 of Instructions to Bidders (ITB). **In case the EMD/ Bid Security in original physical form does not reach EIL, PHD-PP Project, PLL, Dahej within seven calendar days(*) (up to 1200 HRS IST) from the final bid due date & time, bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid Security was earlier uploaded by the bidder on the**

			CPP portal. In addition to submission of EMD through Bank Guarantee (BG)/ Insurance Surety Bond (ISB), Bidder may submit **EMD through PLL EMD Module** shall be as per below: https://petronetlng.in/emd/tender?number=JP/B862-ST-VB-T-9003/03 **EMD exemption is Not Applicable.**
b)	Bidding Document & subsequent Amendment (if any) available on Website		The complete Bidding Document can be viewed and downloaded from CPP Portal having URL **https://eprocure.gov.in/eprocure/app**)
c)	Bidding Document available on Web-site	:	**From 16.05.2026 to 1200 HRS(IST) ON 04.06.2026**
d)	Last date of Receipt of Bidder's Queries	:	**UP TO 23.05.2026** Pre-bid queries, if any may be submitted within above cut-off date through CPP Portal.
e)	Date of Pre-bid meeting	:	**At 14:30 HRS(IST) on 22.05.2026** **Venue:** Through Video Conferencing (Microsoft Teams Meeting). **Meeting information as mentioned below:** Meeting **Link:** Pre-bid Meeting for HDPE PIPELINE LAYING & INSTALLATION (BIDDING DOCUMENT NO.: RCM/B862-ST-VB-T-9003/03) | Meeting-Join | Microsoft Teams Meeting ID: 499 632 518 854 50 Passcode: Dz9aA9eX
f)	Last Date and time of Online submission of Bids (Bid Due Date) and Mode of Bid Submission	:	Up to 1200 Hrs. (IST) on **04.06.2026** **Online submission (e-Bids)** through CPP Portal **Bid submitted through any other mode shall not be acceptable.**
g)	Opening of Techno-commercial (Unpriced) Bids	:	1400 Hrs. (IST) on **05.06.2026 (*)**
h)	Cost of Bidding Document (Non-Refundable)	:	Nil
i)	Opening of Priced Bids	:	On the date & time to be intimated later

If dates identified as (*) above happen to be a declared holiday in EIL-Gurugram, the next working day shall be considered.

6.2. All revisions, amendments, time extensions, clarifications, etc. to the IFB/Bidding Document shall be uploaded in the NIC-CPP Portal (https://eprocure.gov.in/eprocure/app) only and shall not be published in Newspapers. Bidders should regularly visit the above-mentioned website(s) to keep themselves updated and submit their Bids based on latest information/instructions hosted in website(s).

6.3. Bidder shall submit their requests for extension of Bid due date (if unavoidable). EIL/PLL may at its sole discretion extend Bid due date on such written requests if the time schedule permits.

7. AWARD METHODOLOGY:

7.1. The Contract shall be awarded to the qualified and techno-commercially acceptable bidder who is

evaluated lowest (L-1) in price.

8. GENERAL NOTES

7.1. The complete Bidding Document can be downloaded from the CPP portal http://eprocure.gov.in/eprocure/app only.

7.2. Bidders are required to submit their e-bids only through CPP portal http://eprocure.gov.in/eprocure/app in accordance with the instructions and terms & conditions of this Bidding Document.

7.3. The bidders who are on Holiday/ Negative list/ Suspension/ Banning List of PLL / EIL on due date of submission of bid / during-the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award.

7.4. Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc.

7.5. In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations as above, their bids shall be rejected.

7.6. EIL/PLL reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information.

7.7. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.

7.8. Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.

7.9. Consortium / Joint Venture Bids are not acceptable.

7.10. EIL/PLL shall not be responsible for any **expenses** incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.

7.11. **Physical / Fax / Telex / e-mail Bids (other than the documents specifically required to be submitted in** hard **form) shall not be accepted.**

7.12. EIL/PLL reserves the right to reject any or all Bids or annul the tender without assigning any reason, whatsoever.

7.13. For detailed specifications, terms and conditions and other details, refer Bidding Document.

7.14. Clarification, if any, can be obtained from Resident Construction Manager (RCM), EIL through Telephone – 0124- 289 1350/ 7994483952/ 7587568509 E-mail: prashant@eil.co.in; rajesh.prasad@eil.co.in; virender.bedi@eil.co.in.

***Please specify EIL Bidding Document No. in all correspondence**

This limited invitation for e-bid is open only to Contractors to whom this Tender is issued.

THIS IS NOT AN ORDER.

Resident Construction Manager (RCM)
Engineers India Limited, Dahej

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A GENERAL

1.0 SCOPE OF BID

1.1 In connection with the Letter Inviting Bid, Engineers India Limited on behalf of Petronet LNG Limited (Petronet LNG Petrochemical Project) invites e-Bid(s), under single stage two bid system, for the entire scope covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the "WORKS" as specified in Bid Data Sheet (BDS)).

1.2 Throughout the Bidding Document:

(a) Owner/PLL means Petronet LNG Limited, a company incorporated under the Companies Act, 1956 having its registered office at 1st Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi, PIN-110001, India

(b) EIL means Engineers India Limited, a company incorporated under the Companies Act, 1956 having its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi-110066 (INDIA), acting as a Consultant for the Project.

(c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular and word written in capital or small letter or where the first letter is capital have the same meaning.

(d) "day" means calendar day.

(e) The words "un-incorporated Joint Venture (JV)" and "Consortium" have the same meaning

(f) E-Tendering website/ e-Procurement Portal/ e-tendering portal/ CPP portal / CPPP/ E-tendering system means Government of India Central Public Procurement (CPP) Portal https://eprocure.gov.in/eprocure/app

(g) unless mentioned otherwise, the term 'Bid Due Date' shall mean the 'Final Bid Due Date'.

(h) "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.

(i) The term "bid"/ "tender" / "offer" / "proposal" and their derivatives ("RFQ/Bidding/Enquiry" documents, "bidder/tenderer", "Vendor/Supplier/Seller", "Bid/tender", "bidding/tendering", "Contract/Purchase Order" etc.) are synonymous.

(j) "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder and/ or uploaded on tender portal, including any subsequent addenda to enable bidder submit his Bid.

(k) "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document and submits Tender or Bid to EIL either in response to Limited tendering.

(l) BoQ/ Price Schedule (PS) / Schedule of Rate (SOR)/ Schedule of Prices (SOP) shall have the same meaning.

1.3 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions, specifications, scope of work, scope of supply, responsibilities & liabilities included in the Bidding Document

2.0 CORRUPT AND FRAUDULENT PRACTICES

2.1 The Owner requires that Bidders/ Vendors/ Supplier observe the highest standard of ethics during the evaluation of bid/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

2.2 The Owner will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

2.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Bid Security.

2.4 In case, the information/ document furnished by the Bidder/ Vendor/ Supplier forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Vendor/ Supplier without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG, withholding of payment etc.

2.5 In case, this issue of submission of false documents comes to the notice after execution of supply/work, Owner shall have full right to forfeit any amount due to the Bidder/ Vendor/ Supplier/Contractor along with forfeiture of CPBG furnished by the bidder/vendor/ Supplier/Contractor.

2.6 Further, such bidder/ vendor/ Supplier/Contractor shall be put on Blacklist/ Holiday/ Negative Suspension/Banning List of Owner debarring them from future business with EIL/Owner for a time period, as per the prevailing policy in Owner.

2.7 EIL, being the Consultant for the Owner in this Project reserves the right to take action against the defaulting Bidder/supplier/contractor in this tender/PO/ Contract including putting the Bidder/supplier/contractor on the Suspension/ Banning list of EIL. For this purpose, EIL may decide the same considering the communications carried out by the client with the Bidder/supplier/ contractor (including show cause notice/ personal hearing, etc).

2.8 In case any bidder is found to be involved in cartel formation/ bid-rigging /collusive bidding, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future.

2.9 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed with General Conditions of Contract.

3.0 ELIGIBLE BIDDERS

3.1 An Eligible bidder may be an entity or a firm or a company, who, have been issued the Bidding Document on Limited Competitive Basis. **(Refer BDS)**

3.2 In case of limited competitive basis, the bidding is open only to the bidders to whom Bidding Document has been issued or intimation for issuance of Bidding Document has been sent through EIL tender portal. Refer BDS for type of bidding.

3.3 Deleted

3.4 A bidder who is on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List/ Debarment List** of EIL/Owner on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award.

3.5 Deleted

3.6 If a Bidder (as per Clause No. 3.4 above), is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List/Debarment List** after opening of price bid and such Bidder happens to be the lowest bidder, the next lowest bidder may be asked to match L1 prices and work may be awarded as per Owner's internal guidelines.

3.7 Department of Expenditure (DoE) vide O.M. No. 7/10/2021-PPD(1) dated 23.02.2023 has issued the revised guidelines for Restrictions on Procurement from Bidders from

Country(ies) sharing Border with India. These guidelines are available on the website of DoE (https://doe.gov.in). In view of the above,

a) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services & non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annexure-I of the DoE OM dated 23.07.2020 {Public Procurement No.1}.

b) These orders will not be applicable to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

c) Updated lists of countries to which lines of credit have been extended or List of countries in which development grant projects are undertaken are given on the website of Ministry of External Affairs.

d) Bidder shall refer to the enclosed Annexure-II of ITB.

e) Bidder to submit undertaking as per Form-IA, Form-IB & Form-II as applicable (on Company's Letterhead) attached with Annexure-II of ITB for compliance.

3.8 Bidder should not be under Liquidation, Court receivership or similar proceedings. Bidder to submit self-certificate in this regard.

In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations as above, their bids shall be rejected.

In case it comes to the notice of Owner/EIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the procedure for action in case of corrupt / Fraudulent / collusive / coercive practices.

Further, it shall be the sole responsibility of the bidder to ensure that any changes occurring in their above declaration during the processing of the tender are brought to the notice of Employer. Further, in case of 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' after award of contract for service/ works suitable action shall be taken in accordance with GCC of the contracts.

3.9 The bidder found to have a conflict of interest shall be disqualified.

Bidder's conflict of interest as Consultant of EIL/ Owner:

Consultants or any of their Affiliates will not be considered for any assignment, which by its nature may be in conflict with another assignment of the consultants.

Bidder's conflict of interest with other bidders:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Owner's interests. The bidder found to have a conflict of interest shall be disqualified

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

a. they have controlling partner(s) in common; or

b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c. they have the same legal representative/agent for purposes of this bid; or

d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or.

e. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

f. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business Ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

B CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

4.1 The Bidding document consisting of Commercial, Price Part & Technical Section has been hosted on e-procurement website (i.e. https://eprocure.gov.in/eprocure/app).

4.2 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause No. 7 of ITB.

- Letter Inviting Bid (LIB).
- Instructions to Bidders and its attachments.
- Bid Data Sheet (BDS)
- Bidding Forms
- General Conditions of Contract (GCC).
- Special Conditions of Contract (SCC) and its Annexure.
- Schedule of Rates (SOR)/ Schedule of Prices (SOP).
- Technical Specifications / Standards.
- Drawings, if any

4.3 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of EIL immediately and prior to submission of Bid.

4.4 The bidder is expected to examine the Bidding Document downloaded from the e-Procurement Portal, bidding guidelines receipt from EIL or available on EIL website, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding documents. The invitation for bid (bidding) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder in co-ordination to each other. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

4.5 Without prejudice to provisions indicated elsewhere, Bidding document once issued in case of limited competitive bidding is non-transferable.

5.0 CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

5.1 The enquiry is issued on "Zero Deviation Bidding" basis wherein no post bid correspondence of any nature may be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear techno-commercial scope.

5.2 Pre-bid meeting shall be attended by competent representative(s) of the bidder.

5.3 Bidder's authorized representative(s) shall attend the pre bid meeting **on the day and time specified in LIB through video conferencing**. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

5.4 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding document in writing.

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

The editable soft copies of the queries shall be e-mailed to concerned persons specified in **BDS/LIB**, to enable EIL to prepare replies to the queries and upload the replies thereof. The bidders shall strictly submit their queries within cut-off date after which, EIL/Owner shall reserve the right not to entertain any queries.

5.5 The bidders are required to participate in the pre-bid meeting after going through the entire Bidding Document along with BQC, if any. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC. In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.

5.6 Replies to the pre-bid queries (including text of the queries raised by Bidder(s), without identifying the source) will be uploaded on e-procurement CPP portal as expeditiously as possible. After cut-off date for submission of pre-bid queries, no further queries will be entertained from the bidders. The response to the pre-bid queries shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

5.7 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.

5.8 Based on the pre-bid discussions, no-deviation form/ techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying to Bidding Document requirements and EIL/OWNER shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

5.9 Technical/ Commercial queries (TQ/CQ) shall not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised and the cut-off date given for CQ/ TQ replies shall be adhered to. CQ/ TQs shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode (e-mail, physical form) shall not be accepted. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price/ Price implication against TQ/ CQ raised unless specifically sought in writing.

6.0 SITE VISIT

6.1 Bidder is advised to visit and examine the Project Site (at his own cost), its surroundings and familiarise themselves of the existing facilities & environment, and collect all other information which he may require for preparing and submitting the bid and entering into a contract for execution of the Works. All costs towards the same including the cost of visiting the Site shall be at the bidder's own expense. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. Bidder shall provide at least two days in advance the details of their representatives along with details of laptop, mobile or any other electronic device or any equipment if any, being carried so as to make arrangement for gate passes. Owner's decision on this regard shall be final and binding upon the bidder.

6.2 Bidder and any of its personnel will be granted permission by EIL/Owner to enter upon its premises and lands/ Project Site for the purpose of such visit, but only upon the express condition that the bidder and its personnel will relieve and indemnify EIL/ Owner and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. Bidder shall **refer BDS** for contact details related to site visit.

7.0 AMENDMENT OF BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum/Corrigendum.

7.2 Any amendment issued shall be part of the Bidding Documents and shall be uploaded on e-procurement CPP portal. However, Record Notes of Pre-bid Meeting/ Reply to Pre-bid Queries containing clarification shall not be considered a part of bidding document.

7.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, EIL may extend the deadline for the submission of bids, pursuant to Clause 22.3 of ITB.

7.4 In exceptional circumstances, EIL may also for any reason issue amendment subsequent to opening of un-priced bids. Any amendment thus issued shall become part of Bidding Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price / revised price, if any.

8.0 ACKNOWLEDGEMENT & CONFIRMATION

8.1 Within 3 days of downloading of Bidding Document, bidder shall acknowledge and confirm his intention to bid for the tendered work through email to concerned persons specified in **BDS/LIB**

8.2 Bidders should respond to this enquiry either by submitting their bids or chooses to regret by explaining the reason for non-submission of the offer. In case there is no response either way continuously, the bidder may be liable for suitable action including review of their enlistment with EIL for that particular item.

C PREPARATION OF BIDS

9.0 COST OF BIDDING

9.1 Bidder shall bear all costs associated with the preparation and submission of its Bid, and EIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10.0 LANGUAGE OF BID

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and EIL/Owner, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10.2 Deleted

11.0 DOCUMENTS COMPRISING THE BID

Electronic Bids (e-bid) in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

11.1 PART - I -TECHNO-COMMERCIAL/ UNPRICED BID

11.1.1 Bidder to upload following documents in Unpriced Bid on e-tendering portal:

a) **Offer Covering letter** of Bid on Bidder's letter head.

b) **Master Index / Table of Content** of the Bidding Document **and Amendment/ addendum (if any)** duly signed and stamped by the bidder in token of having read all parts of the Bidding Document and having accepted and considered the same in preparing and submitting the Bid;

c) **Scanned copy of Bid Security along with SFMS copy (**or exemption certificate, if allowed as per Bidding Document) is to be uploaded in "FEE FOLDER" in e-tendering portal and the original Bid Security is to be submitted as per Clause 11.1.2 of ITB.

d) **Power of attorney in favour of signatory (ies) of the Bid**

e) Complete Audited Annual Financial Year Report including Auditor's Report, Balance Sheet, Profit & Loss Account Statement and all other schedules for the immediate preceding three financial year

f) Deleted

g) Deleted

h) Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.

Organization details

- 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

i) Form of Bid, as per **Form -A**

j) General Information, as per **Form -B**

k) Deleted

l) Deleted

m) Compliance to Bid Requirement as per **Form-E**.

n) Self-Declaration as per **Form-F**.

o) Bank Mandate Form as per **Form-G.**

p) Deleted

q) Signed & stamped copy of Un-priced Schedule of Rates (SOR) comprising Preamble and Form SP-0 indicating 'Quoted'.

r) Signed & stamped copy of Detailed Schedule of Rates (Pre-filled)

s) Compliance with provisions of land border sharing with India as per **Annexure-II** of Instruction of Bidders (ITB)

t) Any other document **required in the BDS**.

u) Any other document **required as per, Technical Specifications.**

Note: The above shall be uploaded in "PREQUAL/ TECHNICAL" folder in e-tendering portal.

11.1.2 SUBMISSION OF PHYSICAL DOCUMENTS

a) EMD/ Bid Security in the form of BG, in addition to uploading with the bid on the NIC-CPP/e-tendering Portal, shall also be submitted **within 7 (Seven) calendar days (*) (1200 HRS IST) from final bid due date and time. In case the EMD/ Bid Security in original physical form does not reach EIL, PHD-PP Project site at PLL-Dahej within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid Security was earlier uploaded by the bidder on the NIC-CPP/e-tendering portal.**

(*) If the cut-off date for submission of original Bid Security specified above happens to be a declared/closed holiday in EIL, PHD-PP Project Site at PLL-Dahej, the next working day (date and time) shall be considered.

b) In case EMD/ Bid Security is submitted through net banking, submission of Original physical form of EMD/ Bid Security within the bid due date shall not be required. However, transaction details/ proof of submission of EMD/ Bid Security through net banking shall be uploaded in designated place in the above mentioned Govt. of India CPP Portal.

11.1.3 PART-II (Priced Bid)

Part-II shall be uploaded in "**FINANCE**" folder in e-tendering portal.

(a) Schedule of Prices/ Schedule of Rates with percentage increase/decrease duly filled in the **Form SP-0 (Summary of Prices)** in accordance with instructions provided in Preamble to Schedule of Rates/Prices, in e-tendering portal, without making any changes in the format / names of the file / worksheet.

(b) Deviations to terms and conditions, presumptions, overwriting etc shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s.)

(c) Bidder to note that if they submit prices in un-priced part of their bid, such prices shall not be considered. The prices as submitted in the price part in e-tendering portal only shall be considered for evaluation and ordering, if any. If prices are not found in the price part and even if mentioned elsewhere, the bid shall be rejected.

12.0 INTEGRITY PACT – NOT APPLICABLE

13.0 ALTERNATIVE OFFER / MULTIPLE BIDS

13.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

(a) All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.

(b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B''s bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B''s bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the Bidders, the provisions at (b) above shall not be applicable. It is further clarified that:

- A sub-Contractor can be common to more than one Bidder, provided the sub-Contractor themselves are neither a Bidder nor a consortium member.
- Where an Enquiry has multiple Parts, the above condition shall be applicable individually for each Part, as if it is a separate Enquiry.

13.2 Alternative bids are not acceptable.

14.0 BID PRICES AND DISCOUNTS

14.1 The prices must be quoted strictly in the format provided in the Bidding Document. Bidder shall not quote any discount separately for any item or on overall price. Conditional discount, if offered, shall not be considered for evaluation.

14.2 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates/ Prices submitted by the bidder and accepted by EIL/Owner.

14.3 Bidder shall quote for all the items of Schedule of Rates OR overall (+/-) percentage (as applicable) of Schedule of Rates/Prices after careful analysis of cost involved for the performance of the complete item considering all parts of 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.

14.4 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically stated in the Bidding Documents.

14.5 It shall be the responsibility of the Bidder to duly enquire of their own and comply with all applicable laws, rules, regulations, orders and formalities applicable to Goods and Services Tax (GST), Custom Duty etc. on the manufacture, sale and/or supply of any material / services to Owner / EIL. It is clearly understood that Owner/ EIL will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.

14.6 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract (SCC).

14.7 **The Bidder shall keep the Owner / EIL indemnified from and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever** made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies

or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

15.0 CURRENCIES OF BID AND PAYMENT

15.1 Currency of bid shall be as specified in Bid Data Sheet (BDS). Payment shall be made in respective currency of quote only.

16.0 DELETED

17.0 DELETED

18.0 PERIOD OF VALIDITY OF BIDS

18.1 **Bids shall remain valid for a minimum period as specified in Bid Data Sheet (BDS) from the due date of submission of Bid in accordance with Clause 22.0 of ITB**. A bid with shorter validity shall be rejected by EIL as non-responsive. Bidders shall not be entitled during the above period, without the consent of EIL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of EIL/Owner in writing, EIL/Owner shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on Black List/Holiday list/ Negative List/Suspension/Banning List.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, EIL/ Owner may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with Clause 19.1 of ITB, it shall also be extended for 30 days beyond the deadline of the extended bid validity period. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be permitted to modify its bid.

19.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD) (REFER LIB/BDS FOR APPLICABILITY OF THIS CLAUSE)

19.1 Bids must be accompanied with Earnest Money Deposit / Bid Security **in favour of "Petronet LNG Limited" payable at "New Delhi"**. Bids not accompanied with requisite Earnest Money deposit /Bid Security (or exemption certificate, if allowed as per Bidding Document) shall be considered as non-responsive and such Bids shall be summarily rejected.

19.2 Bidder shall furnish Bid Security, in original form and, in the amount and currency specified in the LIB. **Exemption for submission of Bid Security shall be applicable as per LIB/BDS.** Any bid not accompanied with a requisite Bid security or the Bid Security not being for the required amount, shall be summarily rejected by EIL/ Owner. Format of Bank Guarantee for Bid Security is provided in Bidding Forms.

19.3 Bidder shall be required to upload the scanned copy of original EMD along with copy of SFMS shall be uploaded at the designated place in the above mentioned NIC-CPP/e-tendering Portal. Swift message/Cheque/Cash shall not be acceptable. In case, bidder fails to upload scanned copy of EMD (or exemption certificate, wherever applicable) at the designated place on NIC-CPP/e-tendering Portal by the bid due date & time, such bid shall not be considered for evaluation.

19.4 Apart from hard copy submission of BGs, bank guarantee issued towards EMD/CPBG/ABG, etc, it shall be ensured that same is also routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and verification. The information/ messaging (as per SFMS platform) shall be sent by BG issuing bank branch to Owner's Banker. Failure to adhere to this requirement may render the bid liable for rejection.

19.5 Owner shall not pay any interest on Bid Security furnished. Further, in case bid security submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per EIL / Owner Policy.

19.6 The bid security submitted by Indian bidder, shall be in the form of bank guarantee in favour of Petronet LNG Limited or through online (through PLL Online EMD Tender Fee Collection portal (detailed procedure attached as Annexure-III to ITB), in favour of Petronet LNG Limited, in any of the following forms at the bidder's option:

(a) Bank Guarantee shall be submitted from any schedule Indian Bank or any branch of international bank situated in India and registered with RBI as schedule foreign bank.

(b) Bidder can also submit the EMD through PLL Online EMD Tender Fee Collection portal (detailed procedure attached as Annexure-III to ITB), the link for the same is mentioned in LIB. Bidders shall be required to submit/ upload the successful transaction details along with their bid/e-bid. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

Bank at the time of issuing the Bank Guarantee Bidder shall ensure that issuing bank provides SFMS messages (mentioning Owner Unique identifier **PLNG574440489 in field 7037**; ICIC0000007 in field of 7035 & ICICI BANK LIMITED in field of 7036 of SFMS cover message IFNCOV760) while issuing the Bank Guarantees. Owner will not accept the Bank Guarantees without SFMS form Bank.

19.7 Original EMD/ Bid Security, in addition to uploading with the bid on the NIC-CPP/e-tendering Portal, shall also be submitted **within 7 (Seven) calendar days (1200 HRS IST) from final bid due date and time. In case the EMD/ Bid Security in original physical form does not reach EIL, PHD-PP Project site at PLL-Dahej within the above cut-off date, his bid shall be rejected and not considered for further evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid Security was earlier uploaded by the bidder on the NIC-CPP/e-tendering portal.**

Place for Submission of Original EMD/Bid Security:

RESIDENT CONSTRUCTION MANAGER,
PDH-PP PROJECT,
ENGINEERS INDIA LIMITED
C/o PETRONET LNG LIMITED
DENOTIFIED SEZ Z/97, Z/98, Z/99
PETRONET LNG PETROCHEMICAL PROJECT
ADJ. TO PLOT 7/A, DAHEJ SIR
BHARUCH, GUJARAT-392130
ATTN: Mr. Virender Bedi, RCM
Phone no. +91-124- 289 1350 / 7994483952
E-mail ID: prashant@eil.co.in / p.vinoth@eil.co.in / virender.bedi@eil.co.in

19.8 Deleted.

19.9 Foreign bidders shall submit EMD only in the form of unconditional Bank Guarantee from any schedule bank in India or from an international bank who has its Branch in India and registered with RBI as schedule foreign bank incorporated in India strictly in the format provided in Bidding Forms to be denominated in the currency of contract for the amount as applicable may be accepted.

BG issued by any foreign bank, which is not a scheduled bank in India shall be accepted provided that Bank Guarantee issued by such bank is counter guaranteed by any Schedule Bank incorporated in India.

19.10 Bank Guarantee shall be valid for One Month beyond the validity period of the bid, or beyond any period of extension if requested under Clause 18 of ITB. In case of extension in original bid validity by more than 15 Days, the Bid Security validity shall be extended accordingly.

19.11 Return of EMD to Bidders:

a) Earnest Money Deposit of bidders, disqualified during techno-commercial bid evaluation, shall be released without interest immediately after techno-commercial evaluation is completed.

b) Earnest Money Deposit of bidders, qualified techno-commercially but unsuccessful in the price bid stage, shall be released without interest immediately after award of work to successful Bidder.

c) EMD of successful bidder shall be refunded without interest after submission of Security Deposit/Security Deposit Bank Guarantee / Performance Bank guarantee (PBG).

19.12 The bid security shall be forfeited as per the stipulations of Bidding Document which includes the following:

(a) submits multiple bids/alternative bids in accordance with Clause 13.0 of ITB; or

(b) if a bidder withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder; or

(c) on his own altered / modified his bid during the period of bid validity, or any extension thereto provided by the bidder; or

(d) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/ forged / fake in accordance with relevant provisions provided in Bidding Document.

(e) if the successful bidder fails to:

(i) acknowledge the LOA issued in accordance with Clause 37.0 of ITB; and/or

(ii) sign the Contract in accordance with Clause 38.0 of ITB; and/or

(iii) Not furnish a Contract performance Bank Guarantee in accordance with Clause 39.0 of ITB.

(iv) to accept arithmetical corrections of its bid, as per terms of the Bidding Document.

In case, any of the above events happens, the bidder shall be given a notice of 7 days to take corrective action and in case corrective action is not taken, the bid security shall be encashed without any further notice.

In case of forfeiture of EMD/Bid security, the forfeited amount will be considered inclusive if tax and tax invoice (if applicable) will be issued by Owner. The forfeiture amount will be subject to final decision of Owner based on other terms and conditions of order/contract.

19.13 Deleted

20.0 FORMAT AND SIGNING OF BID

20.1 Bids shall be signed by the authorized signatory of the bidder.

20.2 Bidder shall submit a Power of Attorney in favour of authorized signatory(ies) and Digital signatory. Requirements for submitting the Power of Attorney (POA) shall be as follows:

(i) Company:

- Bidder shall submit a specific Power of Attorney for the enquiry in the name of authorized person. OR
- In case Bid signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors. OR
- In case, Bid is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being

CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else submitted separately in the Bid.

(ii) Partnership Firm: In such case,

- Bid can be signed by all the partners of the Firm and in such case no separate POA is required. OR
- Bid can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership Deed, OR
- Bid can be signed by an authorized person and shall submit a specific POA for the Enquiry duly signed by all the Partners.

Bidder shall submit the copy of Partnership Deed.

(iii) Limited Liability Partnership (LLP) Entity:

- Bid shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR
- has the power as per their Board resolution, OR
- having a specific POA for the Enquiry duly signed by all the LLP Partners.

Bidder shall submit (i) a copy of LLP Agreement, and (ii) a copy of Certificate of Incorporation.

(iv) Proprietorship: Proprietor shall sign the Bid. Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

(v) Deleted

20.3 For Indian Bidder, POA shall be on non-judicial stamp paper of minimum value of INR 100/- and duly Notarized by a Notary Public in India.

For Foreign Bidders, POA shall be:

- on the Stamp Paper of appropriate value or engraving/embossing, in lieu of nonjudicial stamp paper, as per applicable laws in Bidder's Country; or
- as per any other system prevailing in the bidder's country for the purpose of issuing POA.

20.4 Specific POA issued for the Enquiry shall confirm that the authorized signatory have been authorized to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to the Bid submitted by the bidder for the subject Enquiry Document, including but not limited to the signing and submission of bid, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with EIL/Owner or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

20.5 Bidders to upload the Un-price and Price part of their e-bids strictly in the Un-price & Priced folders respectively at the designated place in the e-tendering portal. Non-Compliance to the same may lead to rejection of their Bids.

20.6 DIGITAL SIGNATORY:

(i) In accordance with clause no. 20.2 above, e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorized to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

(ii) In case foreign bidder does not have digital signature issued by an Indian certifying authority, he can authorize his Indian representative to use the representative's digital signature to upload the bid on behalf of foreign bidder. In such a case, the authorization letter from foreign bidder to his Indian representative hall be submitted along with the bid.

(iii) All documents as submitted in the e-Procurement Portal using digital signature at any time during the Bidding process shall be deemed considered signed by the authorized signatory only, irrespective of authorized signatory's signature on all pages or not.

D SUBMISSION AND OPENING OF BIDS

21.0 SEALING AND MARKING OF BIDS

21.1 The bidder shall submit the, original Bid Security along with other documents requested in "Original", as per the requirement of clause no. 11.1.2 of ITB, in separate sealed envelopes, duly marking the envelopes as per following:

Part III -Bid Security & Originals
Name of Work : _____
Bidding Document No. : _____
Due date & Time of Submission : _____
From : _____ [Name & Address of Bidder]

21.2 The envelope shall bear the name and address of the bidder and bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, EIL will assume no responsibility for the misplacement or premature opening of the Part-III of bid.

21.4 Bidders shall submit bids (**Part-I & Part-II**) electronically and shall follow the electronic bid submission procedures **enclosed as Annexure-I to this ITB.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

22.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time **specified in the RFQ/LIB or any extensions thereof**. Bidders submitting bids electronically shall follow the electronic bid submission procedures **enclosed as Annexure-I to this ITB**.

No Physical bid shall be permitted other than submission of the documents categorically asked for in hard copies as part of e-bids submitted online through the e-tendering Portal. The bids submitted online through e-tendering Portal shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder shall be fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions.

22.2 Bid Security in accordance with ITB 19.0 in original, must be received by EIL at the address and no later than the date and time **specified in the RFQ/LIB.**

22.3 EIL/Owner may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7.0 of ITB, in which case all rights and obligations of EIL/Owner and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.4 Bidder should avoid the last hour rush to the website wherein bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason shall not be entertained. In view of the same, Bidders are advised to upload their bid in advance.

23.0 LATE BIDS

23.1 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form (other than Part-III of Bid) shall not be considered for opening / evaluation / award and will be returned to such bidders.

23.2 In the event the original Bid Security, in accordance with ITB 22.2, are not submitted within the deadline as per Clause 19 of this ITB, the bids shall be declared late and this shall not be considered for further evaluation, notwithstanding to the fact that the bid security has been submitted in electronic form within the deadline.

23.3 Unsolicited bids or bids being submitted to place/website other than one specifically stipulated in the RFQ documents shall not be considered for opening/evaluation/award.

24.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

24.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures**.**

24.2 There are two specific features in CPPP viz, “Withdraw” and “Re-Submission”. Bidders should not use the feature “withdraw” unless they have decided to withdraw their bids. It is to be noted that once “withdraw” feature is used they will not be allowed to re-submit their bid against this RFQ. In case a Bidder desires to change his bid for any reason before bid due date, Bidder shall use “Re-Submission” feature.

24.3 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

24.4 In case bidder fails to accept the order or withdraw the bid after bid submission, punitive action shall be taken against them as per the EIL/Owner Policy.

25.0 BID OPENING

25.1 EIL shall open bids received in the e-tendering portal except bidders who are on Holiday/ Suspension / Banning list of EIL / Owner.

25.2 EIL shall verify the availability the availability of scanned copy of Bid Security is uploaded in Part-I of e-Bid during un-priced bid opening.

25.3 EIL shall open Part-I of all bids received in the e-tendering portal.

25.4 The order of part wise opening of bids shall be as follows;

(i) On scheduled date and time of UNPRICED bid opening,

(a) Opening of documents of Part–I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.

(b) Bid Security submitted in e-bid shall be verified that whether Bid Security has been furnished as per bid requirement.

(c) If a bidder has not complied with Bid Security requirement above, such bidder’s offer shall be rejected out rightly.

(d) The un-priced bids shall be opened online on the date and time specified in the LIB and shall be deemed to be opened publically.

(ii) Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by EIL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening and shall not be called for physical participation during bid opening.

E EVALUATION AND COMPARISON OF BIDS

26.0 CONFIDENTIALITY AND COMMUNICATION PROTOCOL

26.1 A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. EIL shall respond to such requests within a reasonable time. However, such information relating to another bidder and/or related to the evaluation and comparison of bids and recommendation for qualification/ acceptability and / or award of contract shall not be disclosed to any bidder and/ or any other persons not officially concerned with the bidding process.

26.2 Any attempt by a bidder to influence EIL/Owner in the evaluation of the bids or Contract award decisions shall render their Bid liable for rejection.

26.3 Notwithstanding Clause 26.2 of ITB, from the time of bid opening to the time of Contract award, if a bidder wishes to contact EIL/Owner on any matter related to the bidding process (including return of EMD/Bid Security) and / or rejection of his bid, he may submit representation, but it shall done so in writing only.

26.4 Bidder shall strictly follow the communication protocol as prescribed in LIB/BDS. In case the queries are not addressed to the persons specified in the communication protocol stipulated in the LIB/BDS, EIL may not give any cognizance to the same and EIL shall not be liable to reply them.

26.5 Only a bidder who has participated in the concerned procurement process i.e. prequalification or bidding, as the case may be, can make such representation in respect of the procurement process in which they have participated concerning their bid only.

In case pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review in relation to the technical/ financial bid may be filled only by a bidder who has qualified in pre-qualification bid.

In case Priced bids are opened subsequent to qualification/ acceptance of bidders post evaluation of unpriced bids, an application for review in relation to the price bid may be filed only by a bidder whose unpriced bid is found to be acceptable.

Any representation pertaining to Award stage by a bidder whose price bid is opened and is directly affected by such award shall have to submit such representation within 10 days of the issue of LOA.

26.6 Following decisions of the EIL/ Owner shall not be subject to review

(i) Determination of the need for procurement;
(ii) Selection of the mode of procurement or bidding system;
(iii) Choice of selection procedure;
(iv) Provisions limiting participation of bidders in the procurement process;
(v) The decision to enter into negotiations with the L1 bidder;
(vi) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements
(vii) Issues related to ambiguity in contract terms after award of contract.
(viii) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

27.0 ZERO DEVIATION

27.1 Bidders to note that enquiry is issued on Zero deviation basis. Bids are to be submitted on Zero deviation basis and in strict compliance with the terms & conditions, scope, specifications and other stipulations contained in the tender/ enquiry without any deviations.

27.2 In view of this Bidder shall ensure submission of complete bid without any deviation as per requirement of Bidding Document in first instance itself.

28.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29.0 DETERMINATION OF RESPONSIVENESS

29.1 EIL/Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **Clause 11.0** of ITB.

29.2 Bids/ offers/ tenders that do not meet the basic requirements specified in the Bidding Document shall be treated as unresponsive and ignored. All tenders received will first be scrutinised to see whether the tenders meet the basic requirements as per the Bidding Document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

i. Bidder is debarred or on holiday or suspension as per the terms specified in the Bidding Document.

ii. In case contract/ Purchase order awarded for the tendered work have to be terminated due to Contractor's/ supplier's default and a separate enquiry / tender have to be floated to get the remaining/ complete work executed, such defaulting Contractor/ supplier will not be considered for enquiries/ tenders issued for the refloated work/ enquiry.

iii. The required EMD and Bid document fee (as applicable) has not been provided or exemption from EMD is claimed without acceptable proof of exemption;

iv. In case bidder declares in the bid that they are under liquidation, court receivership or similar proceedings.

v. Offer received from bidders to whom enquiry has not been issued in case of limited enquiry shall not be considered.

vi. Bidder declares of labour strike or lock-out during the course of evaluation or if it comes to notice of EIL.

After examination of preliminary responsiveness as above, the bids determined as responsive shall be considered for further evaluation and shall be evaluated in detail to examine for any shortfall of information/documents and necessary clarifications may be sought at the sole decision of EIL/ Owner.

29.3 In addition to above, in case tender is issued on other than 'Zero Deviation' basis, following provision shall also apply:

A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, Owner's rights or the bidder's obligations under the proposed Contract; or

(b) if rectified,

(i) would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender.

29.5 In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations as above, their bids shall be rejected.

29.6 Bidder shall not be allowed to submit any Price Implication or Revised Price after bid due date. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered acceptable and no Amendment is issued incorporating such changes, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations unconditionally in favour of stipulations of the RFQ document without any price implication, failing which such Bid(s) shall be considered as non-responsive and liable for rejection.

30.0 CLARIFICATION OF BIDS

30.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid (forming part of evaluation). EIL's/ Owner's request for clarification and the response shall be in writing.

30.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL in writing.

30.3 Any clarification submitted by a bidder that is not in response to a request by EIL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.

30.4 If a bidder does not provide clarifications of its bid by the date and time set in EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid. Any subsequent submission after cut-off date & time will not be given any cognizance.

31.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

31.1 Prior to price opening of bids, EIL will determine whether each bid is**;**

(i) accompanied with required Bid Security, as applicable;

(ii) Fulfils the technical, financial, experience and other requirements as specified in the Bidding Document;

(iii) Bid's responsiveness, in accordance with **Clause 29.0** of ITB;

(iv) Deleted;

(v) Any other relevant factor, if any that EIL deems necessary or prudent to be taken into consideration.

31.2 For assessment of submission(s) made by bidder towards their qualification /acceptance, EIL/ Owner reserves the right to use in-house information and their performance on jobs completed/ in progress for evaluation purpose.

31.3 In view of the enquiries being issued on zero deviation basis, Technical or commercial queries shall not be raised. However, Owner/EIL reserves the right to raise queries in exception situations. CQ/TQs, if any, shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/TQ replies through any other mode (e-mail, physical form) shall not be accepted. Offers shall be evaluated based on the information available upto cut-off date for CQ/TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

31.4 Bidders if so desire, may seek in writing the reasons for rejection of their bid, if any, to which EIL/ Owner respond quickly.

32.0 OPENING OF PRICE BID

32.1 The Priced Bid (Part-II) of only those bidders whose bids is determined to be technically and commercially acceptable by EIL/Owner shall be opened. Bidders selected for opening of their priced bids shall be informed about the date and time of price bid opening and shall not be called for physical participation during bid opening.

32.2 In case of enquiries having more than one group, the Price Bids of Qualified bidders whose bids are determined to be technically and commercially acceptable for the respective group shall only be considered for Price Opening / Evaluation.

33.0 CORRECTION OF ARITHMETICAL ERRORS

33.1 The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. Based on the format of price schedule/SOR, suitable provisions shall be incorporated in enquiry document as follows:

33.1.1 RATE AND AMOUNT IN FIGURES ONLY

When rate and amount are in figures only, in case of discrepancy, the rate quoted by bidder shall be taken as correct.

33.1.2 LUMPSUM AMOUNT ONLY IN FIGURES AND WORDS

When a lumpsum amount is quoted in figure and words but no unit rates are not required to be quoted, amount quoted in words shall be taken as correct.

33.1.3 PERCENTAGE TENDERS

a) The summary sheet should seek only +/- percentage (and not the pre filled total price) which will be applicable on the estimated pre-filled price.

b) In case "+" or "-" not indicated against the % figure, + shall be considered.

c) In case the bidder left the % Blank, % increase/decrease shall be considered as NIL.

In case of any discrepancy, Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause 33.1 of ITB, shall result in the rejection of the Bid and Bid Security shall be forfeited the same shall be treated as withdrawal of bid and dealt as per the Prevailing Policy and provision of tender document.

34.0 EVALUATION AND COMPARISON OF PRICE BIDS

34.1 The evaluation and comparison of bids shall be carried out as per following to determine the lowest evaluated bid:

(i) Total amount quoted in Schedule of Rates after arithmetic check inline with clause 33.0 of ITB.

(ii) Output GST shall be considered for evaluation if GST credit is not available (refer

BDS for availability.

(iii) Conditional discount, if offered, shall not be considered for evaluation.

34.2 In case of item rate tenders, if a bidder does not quote any of the item rates, his prices shall be loaded by the highest rate quoted by any bidder for such items. However, the Bid of such Bidders shall be rejected if EIL estimate for such items is more than 10% of their quoted total price for the works (excluding the items not quoted). Further, for the purpose of award, the lowest rate among all bidders and EIL cost estimate shall be considered for award. In case the bidder refuses to accept the award, the bid shall be liable for various actions in terms of the bidding document.

34.3 When price implication is not specifically sought in writing from the bidder and the bidder on his own in response to CQ/TQ or any other reason submits the price implication, the same shall be treated as unsolicited price implication.

34.4 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

34.5 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the enquiry shall be refloated. Wherever, decision is taken to reject a bid, EMD, if submitted, by the Bidder, shall also be forfeited and appropriate action shall be taken as per applicable policy / procedure of EIL/Owner.

34.6 In an extreme situation, when there is a 'TIE' based on the evaluated price, 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 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.

35.0 OWNER'S/EIL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

35.1 Owner/EIL reserves the right to accept or reject any or all the bids at his discretion and may annul the Bidding process, without thereby incurring any liability to bidders.

F AWARD OF CONTRACT

36.0 AWARD CRITERIA

36.1 Subject to Clause 35.1 of ITB, the EIL/Owner shall award the Contract to the bidder who has been determined to be the lowest evaluated bid. However, if in the opinion of Owner, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, Owner may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by Owner shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

36.2 Situations in which the award can be resorted to L2 Bidder

(i) Under insolvency or Bankruptcy Bidders shall submit declaration on proceedings under Insolvency and Bankruptcy Code, 2016. Offer will not be considered of bidder(s) in the following cases:

(a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceedings under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in cases where code is not applicable).

(b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/ by the bidder at any stage of evaluation of the bid.

In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, the bid of the next higher eligible bidder may be considered for further processing subject to matching of L1 bidder's prices.

(ii) Treatment of Holiday listed L-1 Bidder

If after opening of price bids, it has come to the notice that the L-1 bidder has already been put on holiday list due to any reason whatsoever at any location within Owner, the party will not be considered for issue of order, the bid of the next higher eligible bidder may be considered for further processing subject to matching of L1 bidder's prices.

37.0 NOTIFICATION OF AWARD

37.1 Prior to the expiration of the period of bid validity, the Owner shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter called the "**Letter of Acceptance (LOA) / Detailed Letter of Acceptance (DLOA)**") shall specify the sum that the Owner will pay the Contractor in consideration of the execution and completion of the Works.

37.2 Until a formal contract is prepared and executed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the Owner shall constitute a binding contract between the successful bidder and the Owner.

38.0 SIGNING OF CONTRACT

38.1 Promptly upon issue of LOA, the successful bidder shall sign, the Contract Agreement on a non-judicial stamp paper and of appropriate value. The cost of non-judicial stamp paper shall be borne by the successful bidder.

38.2 The Contract Document may be digitally signed and the procedure for e-signing will be intimated later on. For e-signing purpose the digital signature shall be of class 2 or 3 and driver of the DSC should be set up in the PC first before proceeding for e-signing

39.0 CONTRACT PERFORMANCE BANK GUARANTEE

39.1 Contract Performance Bank Guarantee is to be submitted by successful bidder within 30 days after issuance of Letter of Acceptance (notification of Award) and in event of delay in submission of CPBG / SD, the provisions as specified in Special Conditions of Contract shall apply.

39.2 Failure of the successful bidder to submit the above-mentioned Contract Performance Bank Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

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

40.1 Arbitration clause will not be applicable in case of banning of Vendors/suppliers/ contractors/bidders/consultants indulged in fraudulent/ coercive practices. Accordingly, the following provision shall be applicable:

"Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/

Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in Owner's "Procedure", the contractor/bidder/vendor/supplier /consultant shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants and Owner has the right to take appropriate legal remedy available to it under the applicable laws. Such disputes shall be governed by the jurisdiction clause of the contract.

41.0 TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS)

41.1 Government of India (GoI) introduced a scheme for setting up and operating the institutional mechanism for facilitating the financing of trade receivables of MSMEs from corporate buyers through multiple financiers known as Trade Receivables Discounting System (TReDS). This enables MSMEs to maintain the level of their Working Capital and process more and more corporate orders with minimum lead time.

42.0 COMPLIANCE OF OWNER INSIDER'S TRADING

42.1 By virtue of association / engagement with Petronet LNG Limited (PLL), it is likely that certain Unpublished Price Sensitive Information (UPSI) as defined under "Code for Prevention of Insider Trading in the Securities of PLL" (hereinafter called Code), copy of which is hosted on the website of the company www.petronetlng.in, that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by PLL, might be shared with you / your organization. It is hereby cautioned that you or any of your team members or immediate relatives thereof or your organization, should not trade in the securities of PLL while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes (as defined in the Code), performance of duty or discharge of legal obligations. Any trades in securities of PLL, directly or indirectly, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and the onus to prove that trades were executed otherwise would be on you or any of your team members or your organization as the case may be. It is therefore advised that all concerned as stated above must familiarize himself/themselves with the "Code for Prevention of Insider Trading in the Securities of PLL", copy of which is hosted on the website of the company.

Accordingly, it must be ensured that any UPSI, whenever received from the company:

(a) shall be used solely for the purpose for which it is being disclosed;

(b) shall be preserved and the secrecy of such information shall be maintained;

(c) shall not be disclosed to any third party;

(d) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure its own confidential information;

(e) to notify PLL immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party.

It may be noted that any violation in dealing with UPSI shall be considered as breach of terms of engagement / Contract and PLL shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015 or subsequent amendments thereof. Further, SEBI may take any action including levy of penalty etc. as per SEBI Regulations in this regard in case of any violation in dealing with UPSI at your end.

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

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

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

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

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

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

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

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

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

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

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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TENDER CLAUSE ON PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA

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

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

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

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

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

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

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

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

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

4.0 **Definitions**:

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

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

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

referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

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

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

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

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

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

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

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

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

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

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

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

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

2. "Control" shall include the right to appoint the majority of the Directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

[Note:

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

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

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

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

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

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

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

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

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

6.0 **Sub-contracting in works contracts**

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

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

7.0 **Certificate regarding compliance**

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

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

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

Form- I A

BIDDER'S UNDERTAKING

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

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

Notes:

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

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

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

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

Form- I B

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

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

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

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

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

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

FORM-II

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

(On Company's Letter Head)

To,

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

Tender Name : _____

Tender No. : _____

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

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

Notes:

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

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

Place :
Date :

Signature (#):
Name :
Designation :
Seal :

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

ANNEXURE-III TO ITB

Instructions for payment of EMD/Tender Fee through

PLL Online EMD Tender Fee Collection portal

a. Please click or copy the link to the browser.

b. Please note that bidder has to make EMD and Tender Fee payments separately.

c. Please fill all the information for EMD or Tender fee, as the case may be, in the online form.

d. Once bidder submit the information then system will redirect to ICICI bank pay2corp web page where bidder can choose following mode for online payment:
   i. Debit Card
   ii. Net banking (Retail/Corporate)
   iii. Challan mode (EMD only)

e. Outcome of payment mode selected:
   i. **Debit card**: once payment is done, bidder will be redirected to PLL webpage and bidder shall get an e-mail confirmation for payment.
   ii. **Net banking (Retail)**: After authorization of payment on the respective bank webpage, bidder will be redirected to PLL webpage and bidder shall get an e-mail confirmation for payment.
   iii. **Net banking (Corporate):** Bidder has to create the Cheque/ RTGS/ NEFT instruction on the respective bank's webpage, and after that bidder shall be redirected to PLL webpage with Payment awaiting message. Thereafter, transaction needs to be authorised by the approvers on the Corporate Net-banking portal of the respective bank and after authorisation, bidder shall get an e-mail confirmation for payment within next 30 Minutes.
   iv. **Challan mode:** Bidder has to generate the Challan on pay2corp page, and then he will be redirected to PLL webpage with Payment awaiting message. Thereafter, bidder needs to make the payment to the bank account details provided in challan. Bidder to ensure payment authorization within 7 days from the date of challan generation. Once the payment is done, bidder shall get an e-mail confirmation for payment within next 30 Minutes.

f. Bidder/s are advised not to close the browser while making online payment through ICICI Pay2corp.

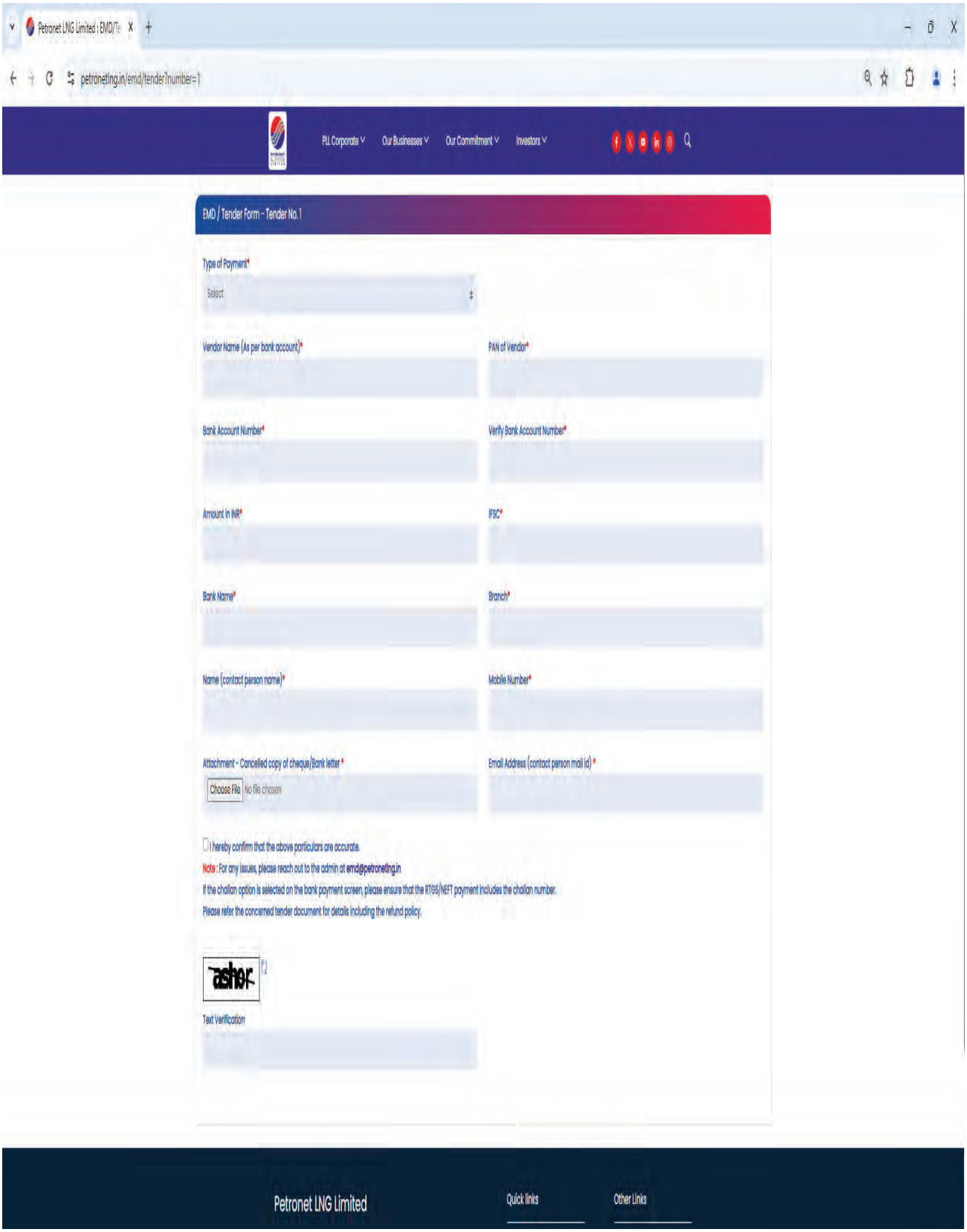
g. Bidder/s should wait for at least 30 minutes for payment confirmation mail after payment authorization in the respective bank.

h. In case, amount is deducted from bidder's bank account and email confirmation has not been received by the bidder, then bidder should attach the proof of payment along with bid.

i. Bidder should ensure the payment amount for EMD/Tender Fee as per Bid Document. In case, bidder has done the payment of incorrect amount then bidder should contact the PLL support team on ***emd@petronetlng.in*****.**

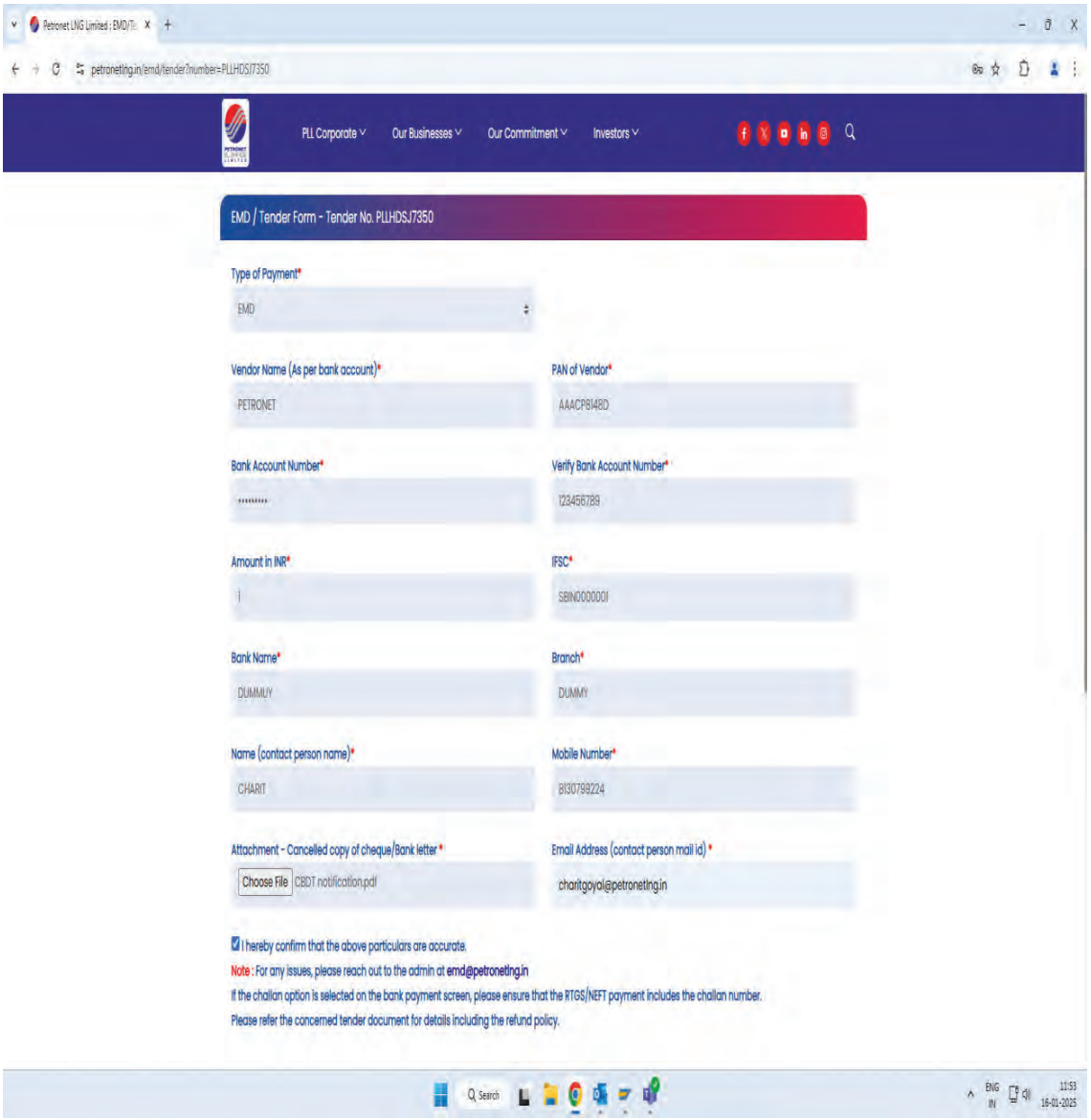
Steps involved (Bidders perspective)

1. Bidder has to open the given link and following web page will be opened in browser.

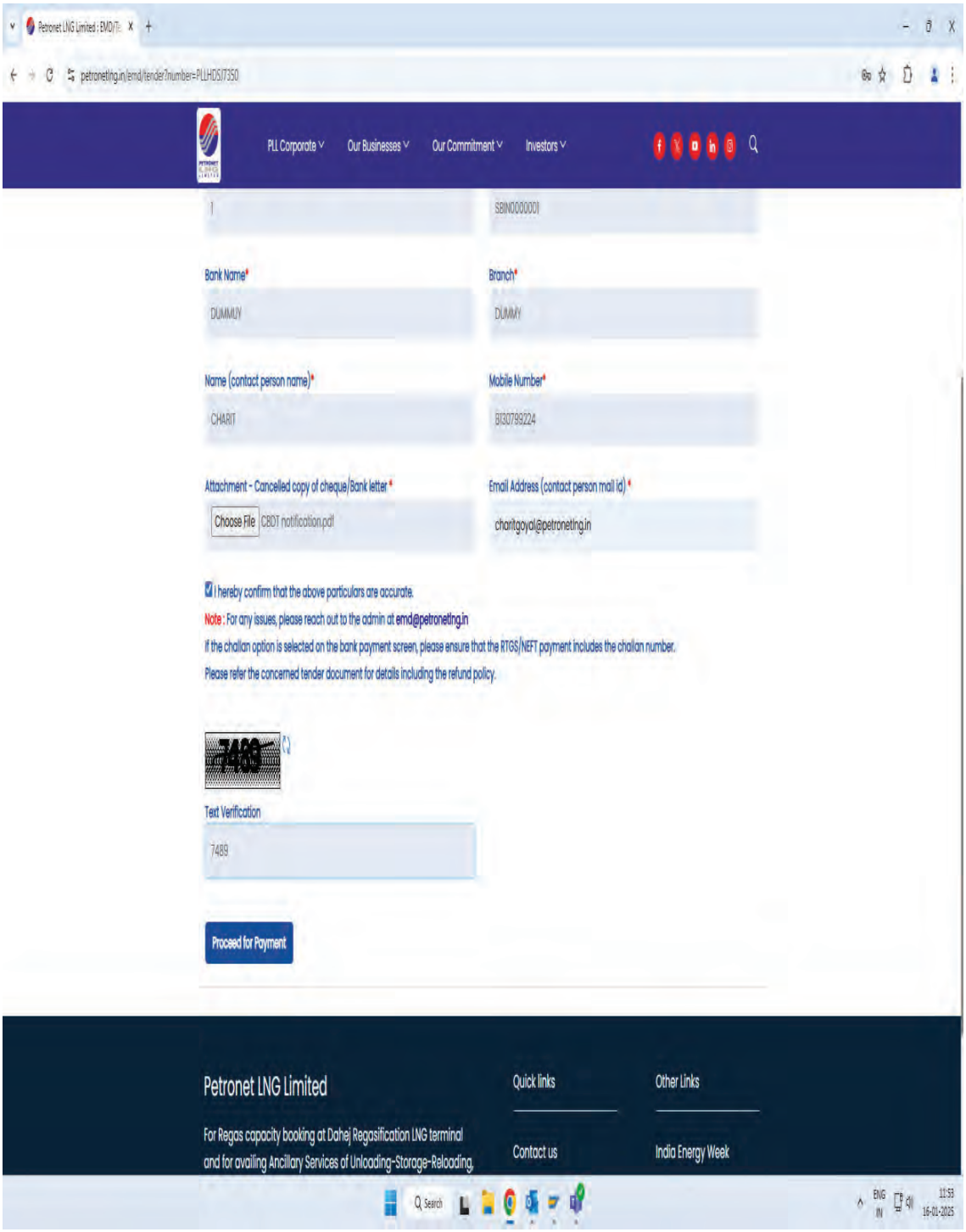


2. Bidder has to fill the following details in respective fields: -

   a. Type of Payment – EMD or Tender Fees
   b. Bidder Name
   c. PAN of Bidder
   d. Bank Account Number
   e. IFSC Code
   f. Amount in INR
   g. Bank Name
   h. Branch
   i. Contact Person Name
   j. Mobile Number
   k. Copy of cancelled Cheque / Bank Letter
   l. Contract Person mail address



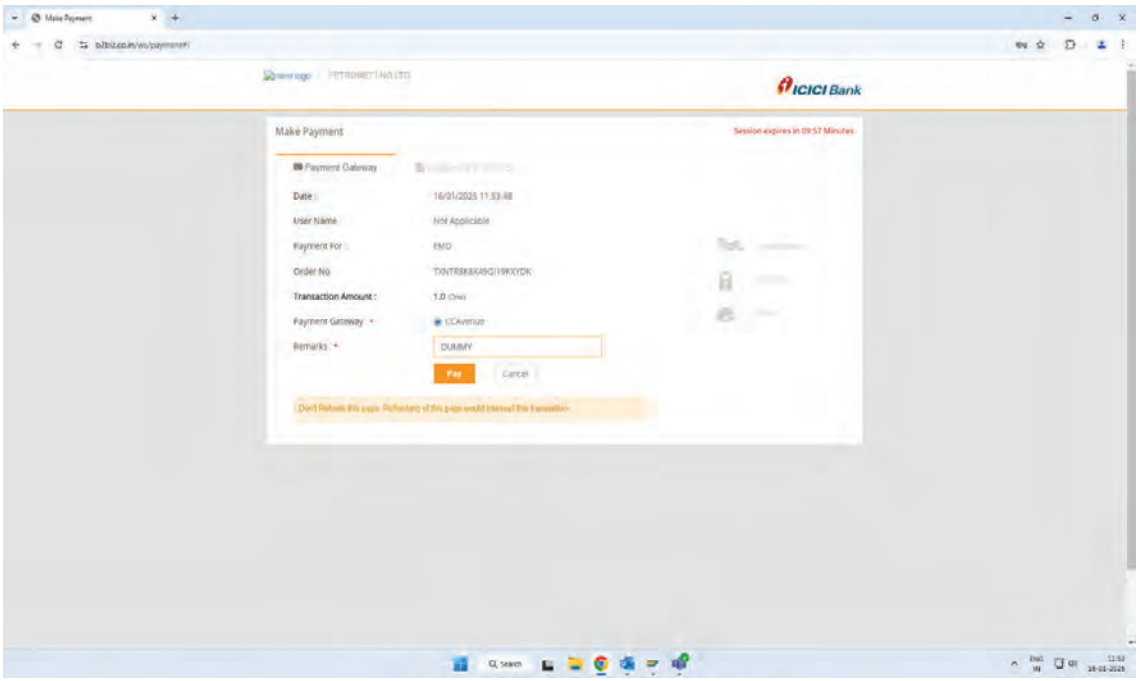
3. Bidder has to certify the filled details, enter captcha and click on Proceed for payment button.



Kindly note that necessary validations are implemented in field box.

In case all details are not filled properly, then Proceed for Payment button will not be shown.

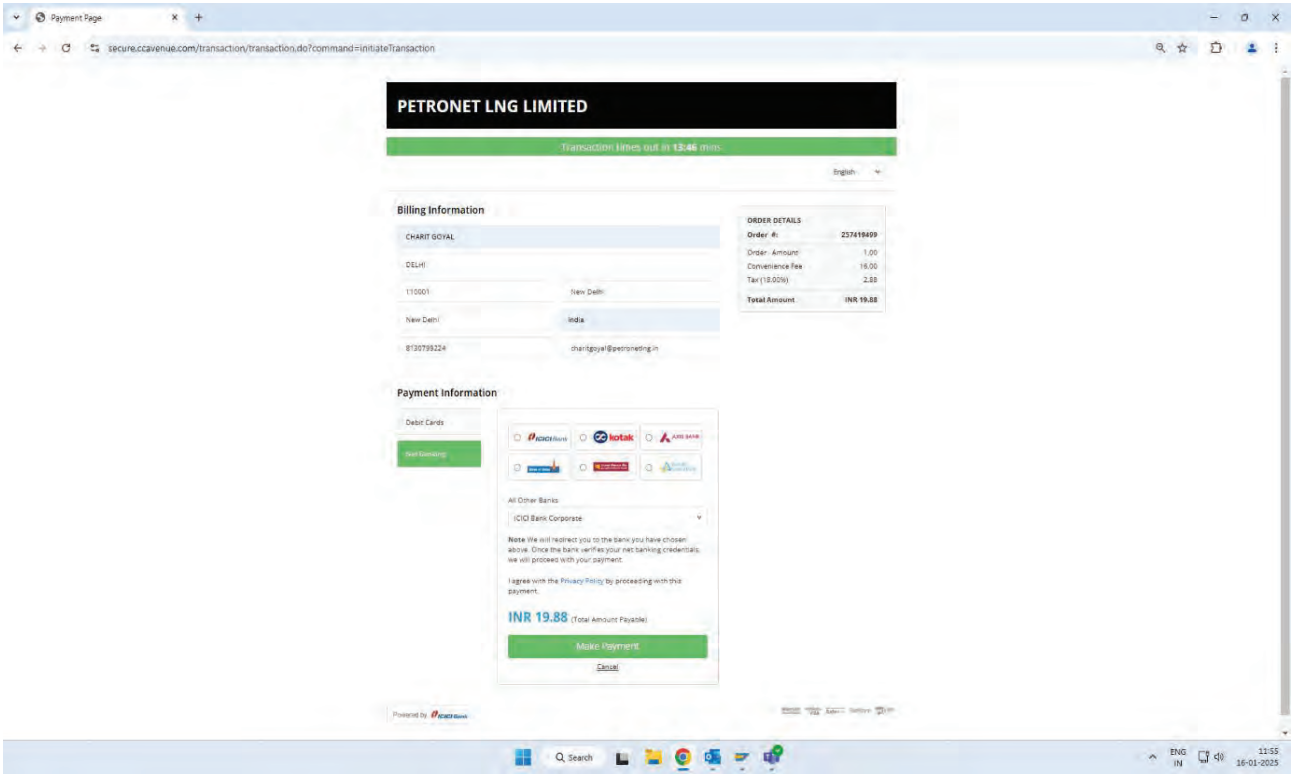
4. Once the Bidder click on Proceed for Payment button, following webpage will open.



5. Bidder has to select the mode of payment out of the following options: -

a. Payment Gateway

If the Bidder selects Payment Gateway option, then he has to provide **Remarks** and click on **Pay** button. Following webpage will open, where Bidder has to fill the billing information and make the payment from **Net-banking** or **Debit Card** and proceed accordingly.



Debit Card

Bidder has to fill the card details and then he will be redirected to the OTP page on Bank's website. Once he enters the OTP, transaction will be completed successfully, and Bidder will be redirected to Petronet EMD page with Payment confirmation message and receipt.

Simultaneously, a system generated mail will be triggered on Bidder's mail id along with Payment Receipt.

Personal Net-banking

Bidder has to click the Net-banking option and select his bank from the list and click on make payment option. Thereafter Bidder will be redirected to the Bank's Net-banking page and login with his credentials and make the payment. Transaction will be completed successfully, and Bidder will be redirected to Petronet EMD page with Payment confirmation message and receipt.

Simultaneously, a system generated mail will be triggered on Bidder's mail id along with Payment Receipt.

Corporate Net-banking

Bidder has to click the Net-banking option and select his bank's corporate portal from the list and click on make payment option. Thereafter Bidder will be redirected to the Bank's Corporate Net-banking page and login with his credentials and create the Cheque/ RTGS/ NEFT instruction. Bidder will be redirected to Petronet EMD page with Payment awaiting message and a system generated mail will be triggered on Bidder's mail id along with pending payment receipt.

Thereafter as per Bidder's SOP in place, transaction need to be authorised by the approvers on the Corporate Net-banking portal. After approval of transaction by the Bidder, status will be updated in the next 30 minutes on Petronet server and a payment success mail will be triggered on Bidder's mail address.

b. Challan Payment

If Bidder select challan payment, a unique challan will be generated, and Bidder will be redirected to Petronet EMD page with Payment awaiting message and a system generated mail will be triggered on Bidder's mail id along with challan.

Thereafter Bidder has to make the NEFT/RTGS payment on the account details provided in the challan generated. After processing of transaction by the Bidder, status will be updated in the next 30 minutes on Petronet server, and a payment success mail will be triggered on Bidder's mail address.

PETRONET LNG LTD	
Date:	09/01/2025 11:19:52
Beneficiary Name:	PETRONET LNG LIMITED PETCHEM ACCOUNT
Beneficiary Account No.:	PTRLNG235610
Beneficiary IFSC:	ICIC0000106
Bank Name:	ICICI Bank
Amount in Figure (in INR):	1.0
Amount in Words (in INR):	One
Reference No.:	TXNCP98XAQBLO985RUK6
Mode of Payment:	NEFT/RTGS
Client Code:	PTRLNG
IP Address &Date:	125.63.96.162 09/01/2025 11:19
Terms &Conditions: Please try to make NEFT/RTGS payment atleast one day prior to tender closing.	
Signature of Depositor	
(For BANK'S USE ONLY)	
Date of Transfer:	
Rupees:	
Debited A/c No.:	
Remittance No.:	
Authorised Signatory	
Branch Stamp	
ICICI Bank	

BID DATA SHEET
(BDS)

BID DATA SHEET

SR. NO.	CL. NO.	CONTENT
1.	ITB 1.1	Bidding Document Reference No. is**: RCM/B862-ST-VB-T 9003/03**
2.	ITB 1.1	Name of Works is: **HDPE PIPELINE LAYING & INSTALLATION**
3.	ITB 3.1 / 3.2	Enquiry Basis is: **Domestic Limited Competitive Bidding Basis.**
4.	ITB 3.4	Name of Client / Owner is: ***M/s PETRONET LNG LIMITED***
5.	ITB 5.4	i. Last date for submission of pre-bid queries: **As per Letter Inviting Bid (LIB)** ii. The pre-bid meeting is scheduled as following: **As per Letter Inviting Bid (LIB)- Through Microsoft Team Meeting.**
6.	ITB 5.4, 11.1.2 & 26.4	The detail of Contact Persons for any query/clarification/ communication/ **Postal address** is: **Kind. Attn.: Mr. Virender Bedi, RCM** **PDH-PP Project,** Engineers India Limited C/o Petronet LNG Limited Denotified Sez Z/97, Z/98, Z/99 Petronet LNG Petrochemical Project Adj. To Plot 7/A, Dahej SIR Bharuch, Gujarat-392130 Tel No. +91-124- 289 1350 / 8191819993 / 7587568509 E-mail: prashant@eil.co.in / rajesh.prasad@eil.co.in / virender.bedi@eil.co.in
7.	ITB 6.2	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: **Mr. Virender Bedi, RCM, PDH-PP Project,** Engineers India Limited Address: Denotified SEZ Z/97, Z/98, Z/99 Petronet LNG Petrochemical Project, Adjacent to Plot 7/A, Dahej, Taluka- Vagra, Distt. Baruch, Gujarat, 392130 ***Mobile –*** 7587568509 ***Mail -*** virender.bedi@eil.co.in
8.	ITB 1.2, 11	The last Date and time of submission of Bids is ***as per Letter Inviting Bid (LIB)***
9.	ITB 11.1.2, 19.0, 21.1 **(BID SECURITY / EMD)**	Applicable, For amount refer Letter Inviting Bid (LIB) Further, **Clause 19.8 of ITB stands replaced with the following**: "In lieu of Bank Guarantee towards EMD, Bidder may also submit "Insurance Surety Bond (ISB)" from an Indian Insurance Company (Insurer) in the format enclosed elsewhere in the Tender Document. Insurance Company issuing Bond shall have credit rating of at least 'AA' by CRISIL Ltd. or an equivalent rating from ICRA. However, this condition of rating shall not be applicable for public sector insurance companies. All other tender provisions applicable for Bank Guarantee towards EMD shall also

BID DATA SHEET

SR. NO.	CL. NO.	CONTENT
		be applicable for Insurance Surety Bond." **And** **Second last para of Clause 19.12 of ITB stands replaced with the following**: "In case, any of the above (except (a) & (d)) events happens, the bidder shall be given a notice of 7 days to take corrective action and in case corrective action is not taken, the bid security shall be encashed without any further notice."
10.	**ITB 18.1**	Bid shall remain valid for a minimum period **of 3 (THREE) Months** from final due date of submission of Bid
11.	**ITB Cl. No. 15.0** **Currencies of Bid and Payment**	**INDIAN RUPEE (INR)**
12.	**SCC 47.0** **AHR ITEMS**	**Not Applicable**
13.	**SCC 41.1** **Mobilisation Advance**	**Not Applicable**
14.	**Secured Advance**	**Not Applicable**
15.	**Rate of GST**	Being Works Contract, applicable SGST & CGST/IGST shall be at prevailing rates (presently @ 18%).
16.	**SCC 22.1** **"Acceptable Bank"**	**BG Toward CPBG shall be from Acceptable Bank only.** **"Acceptable Bank"** shall mean the State Bank of India constituted under the State Bank of India Act 1955; or a "Schedule Commercial Bank (in the category of Public Sector Banks and Private Sector Banks)" in India (as defined under the Reserve Bank of India Act, 1934) whose long term debt is rated at least AA- (AA Minus) by CRISIL Ltd. or assigned an equivalent rating by some other Indian Credit Rating Agency, ICRA, CARE or India Ratings, and acceptable to PLL in its sole discretion, or an international bank (having a branch in India)(Scheduled Foreign Banks in India) whose long term debt is rated at least A- (A minus) (or equivalent) by Standard & Poor Corporation / Fitch Ratings or A3 (or equivalent) by Moody's Investor Services." **In case, where more than one Rating is taken by Bank, lowest rating shall be considered for Acceptance of Bank.** **Any Foreign Bank which is not a Scheduled Foreign Bank in India is also acceptable provided that offered documents like BG/LC etc. are counter guaranteed by any Indian Bank meeting the criteria of Acceptable Bank.**
17.	**SCC Cl. No. 33.1. Defect Liability Period**	**The defect liability period shall be 12 (Twelve) months from the date of Commissioning or 18 (Eighteen) months from date of Mechanical Completion as mentioned in the Completion Certificate.**

BID DATA SHEET

SR. NO.	CL. NO.	CONTENT
18.	**SCC 60** **Insurance Surety Bond (ISB)**	Following new clause has been added: "60.0 **Insurance Surety Bond (ISB)** a. In lieu of "Performance Bank Guarantee", Contractor may also submit "Insurance Surety Bond" from an Indian Insurance Company (Insurer) in the format enclosed as per Annexure II to this BDS. Insurance Company issuing Bond shall have credit rating of at least 'AA' by CRISIL Ltd. or an equivalent rating from ICRA. However, this condition of rating shall not be applicable for public sector insurance companies. b. All other tender provisions applicable for Performance Bank Guarantee shall also be applicable for Insurance Surety Bond. c. Insurance Surety Bond submission shall not be allowed in lieu of Composite Bank Guarantee and Work Advance Repayment Bank Guarantee. d. In case the Contractor intends to avail Mobilization Advance, the Contractor shall submit Work Advance Repayment Bank Guarantee in addition to Performance Bank Guarantee or Insurance Surety Bond.
19.	**SCC 61**	Contractor to indemnify PLL/EIL for any theft/damage before handing over of scope of work to PLL/EIL
20.	**SCC 62**	Contractor to arrange GIDC approval as & when required by Client for inspection/clearance.
21.	**SCC 63** **Mechanical Completion**	Mechanical Completion shall mean clearance from GIDC authority after Final inspections.

BIDDING FORMS

TABLE OF CONTENTS

FORM NO.	DESCRIPTION
A	FORM OF BID
B	INFORMATION ABOUT BIDDER
C	DELETED
D	DELETED
E	COMPLIANCE TO BID REQUIREMENT
F	SELF DECLARATION
G	BANK MANDATE FORM
H	FORMAT FOR BIDDERS' PRE-BID QUERIES
I	BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT
J	PROFORMA OF AGREEMENT
K	PROFORMA OF CPBG
L	PROFORMA OF ABG
M	PROFORMA FOR INSURANCE SURETY BOND (IN LIEU OF EARNEST MONEY DEPOSIT)
N	PROFORMA FOR INSURANCE SURETY BOND (IN LIEU OF PERFORMANCE BANK GUARANTEE)

FORM-A

FORM OF BID

(To be filled by the Bidder)

Serial No. **Date:**

To

Petronet LNG Limited,

Dear Sirs,

Having examined the Bidding Documents consisting of the Invitation for Bids, 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 Bidding Documents and having thoroughly studied the requirements of Petronet LNG Limited in connection with the ---------- (Name of Work) for **……** and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bidding Documents at the rates/prices quoted by me/us in Schedule of Rates/Price included within the Bidding 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 bidding documents and accept the terms and conditions of Contract as laid down therein and undertake to submit, within 30 (Thirty) days of receipt of Notification of Award, the security deposit as specified in the Letter of Acceptance of bid 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 Bidding Documents promptly after issuance of the Letter of Award / Letter of Acceptance from Petronet LNG Limited.

I/ We further undertake to keep my/our Bid/offer open for a period as mentioned in Instructions to Bidders.

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

1.	Bidder Name:	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify:_____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3.	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
4.	Name of Power of Attorney holders of bidder	
5.	Number of Years in Operation	
6.	Address of Registered Office:	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____
7.	Operation Address if different from above:	_____ _____ City :_____ District :_____ State :_____ PIN/ZIP:_____
8.	Telephone Number:	

9.	Fax Number:	
10.	Name & Mobile no. of Concerned person(s)	
11.	E-mail address:	
12.	Website:	
13.	ISO Certification, if any	
14.	Income Tax PAN No. of the firm. (Enclose Copy)	
15.	Provident Fund Registration No. of the firm. (Enclose Copy)	
16.	ESI Registration No. of the firm (Enclose Copy)	
17.	GSTIN NUMBER (Enclose Copy)	

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

SELF DECLARATION

We _____ <Insert name of Bidder> hereby declare that the information furnished herein below shall supersede the stipulations mentioned by us elsewhere in our Bid on the following aspects.

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1.	We confirm that we are not on Holiday / Negative / suspension / banning list of EIL/Owner	Confirmed
2.	We confirm that we are not under 'liquidation', any 'court receivership or similar proceedings or 'bankruptcy'	Confirmed
3.	We confirm that we are not involved in any current Litigation / Arbitration. OR We confirm that the Current Litigation / Arbitration, in which we are involved shall not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed. **NOTES :** a) Evaluation shall be based upon Bidder's confirmation as above and reassessment of their financials provided in their annual Financial Statements due to the self-declaration shall not be carried out by EIL/Owner. b) In case Bidder affirms that present litigations / arbitrations have impact on their obligations to perform the contract or does not provide the affirmation as above, their Bid shall be rejected.	Confirmed
4.	We hereby confirm that our PF & ESI Account is presently under operation 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). OR We do not have required PF and/or ESI account at present. 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 Owner / EIL.	Confirmed
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.	Confirmed

Note:

(i) Above is prefilled confirmation. In case of any change in status in any of the above criterion, Bidder needs to correct the respective Declaration and submit the details accordingly. In case Bidder submit the Declaration without any modification, the same shall be considered as Confirmation by the Bidder.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM–G

BANK MANDATE FORM

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

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

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

Official seal of the Bidder
Place :
Date :

BANK CERTIFICATION

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

Place :
Date :

Signature of the Authorised Official of the Bank
Bank's Stamp

FORM–H

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 shall be strictly submitted through CPP Portal only. Queries received through any other mode shall not be admissible.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

FORM-I

PROFORMA OF BANK GUARANTEE FOR EMD

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

To,
Petronet LNG Limited
1st Floor, World Trade Centre,
Babar Road,
Barakhamba Lane,
New Delhi - 110 001

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

Dear Sirs,

1. In consideration of Petronet LNG Limited established under the Company's Act, 1956 having its registered office at 1st Floor, World Trade centre, Babar Road, Barakhamba Lane, New Delhi-110001, 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 one month after the expiry of the Period of Bid validity i.e. upto _____ [30 days 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 30 (thirty) 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 30 (thirty) 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 30 (thirty) 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 below said account number at New Delhi.

Beneficiary Name	Petronet LNG Limited
Beneficiary Address	First Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi -110001
Over Draft Account No.	**32519890815**
Bank Name	State Bank of India
Branch Address	Corporate Accounts Group Branch-II 4th & 5th Floor, Red Fort Capital Parsvanath Towers, Bhai Vir Singh Marg, Gole Market, Near Speed Post office, New Delhi – 110 001
Branch Code	17313
IFSC Code	SBIN0017313

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]

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by Bidder to BG issuing bank>

Date: _____
The Manager,
(Bank),
(Branch)
Sub: Inclusion of unique identifier while transmitting BG cover messages.

Dear Sir/Ma'am,
I/We, _____, request you to include unique identifier PLNG574440489 in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank, IFSC: ICIC00000007). This is required by Petronet LNG Limited as per their tender/contract requirement.

Thanking You,

_____

The Template for MT 760-COV (SFMS) for issuing bank is mentioned below:

{
:7020:
:7022:
:7024:EMD/ BID SECURITY
:7025:INRxxxxx
:7026:
:7027:<Date of Issue>
:7029:<Expiry date>
:7030:<Place of Claim Lodgement>
:7031:<Issuing Bank IFSC>
:7032:<Issuing Bank Name>
:7033:<Bidder Name>
:7034:PETRONET LNG LIMITED <Address>
:7035:ICIC0000007
:7036:ICICI BANK LIMITED
:7037:PLNG574440489
-}

FORM–J

PROFORMA OF AGREEMENT

CONTRACT AGREEMENT for **_____** (Name of Work) **FOR PDH PP PLANT WITH ETHANE AND PROPANE HANDLING FACILITIES PROJECT OF M/S PETRONET LNG LIMITED, DAHEJ (BIDDING DOCUMENT NO.: _____) DATED _____ (_____ Two Thousand and Twenty _____)** Between Messrs **_____** under the Indian Companies Act, and having its registered office at _____ , 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 **PETRONET LNG LIMITED** having its registered office at 1st Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi - 110001, hereinafter called PLL (which term shall, unless excluded or repugnant to the subject or context including its successors and assignees) of the other part.

WHEREAS:

A. PLL 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. ies, 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.

D. 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.

E. h 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:

PLL 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 PLL (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 PLL 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 PLL does hereby

agree with the CONTRACTOR that PLL will pay to the CONTRACTOR the respective amounts for the work actually done by him and approved by PLL 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 PLL for the service rendered by PLL 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 PLL towards the controlled items of consumables materials or towards loss, damage to the equipment, materials, construction plant and machinery of PLL, 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 PLL and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the site made available by PLL 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 PLL 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 PLL 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 PLL and the CONTRACTOR shall have no right to claim over the same and such excavations and materials should be disposed of on account of PLL 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 PETRONET LNG LIMITED	**SIGNED AND DELIVERED FOR AND ON BEHALF OF CONTRACTOR**
_____	_____
_____	_____
DATE : _____	**DATE : _____**
PLACE : _____	**PLACE : _____**
In the presence of Two Witnesses	
1. _____	**1. _____**
2. _____	**2. _____**

FORM–K

PROFORMA OF CPBG

PERFORMANCE BANK GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,
Petronet LNG Limited
1st Floor, World Trade Centre,
Babar Road,
Barakhamba Lane,
New Delhi - 110 001

Subject : Bank Guarantee No. _____

WHEREAS, _____ *(Contractor / Vendor/ Supplier Name)* a company incorporated under _____ having its registered office at _____(hereinafter referred to as the *"Contractor"/ "Vendor"/ "Supplier"* which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) has been issued _____, by M/s Petronet LNG Limited having its registered office at 1st Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi - 110001 (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) for carrying out _____, for Owner, and further the parties shall enter into an agreement to execute the scope of work under this LOA (such agreement shall hereinafter be referred as "Contract").

WHEREAS as per _____ (*Contract/LOA No/ Purchase Order No.*) the Contractor / Supplier is obliged to furnish to the Owner an irrevocable, unconditional, first demand bank guarantee issued by specified financial institutions acceptable to the Owner, for a sum equal to 10% (ten percent) of the Contract Price for the due performance by the Contractor / Supplier of the Contract/ PO.
AND WHEREAS the Bank (as defined herein below) has affirmed that it is one of the scheduled bank and at the request of the Contractor and for sufficient consideration, the Bank has agreed to issue this performance bank guarantee in favor of the Owner.

AND WHEREAS _____ (*Bank Name*) having its head office at _____ and Branch office at _____ (insert name of city in India) India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being acceptable Bank (*refer Sl No. 2 of Instructions for furnishing Bank Guarantee for Criteria of Acceptable bank mentioned below*), has at the request of the Contractor / supplier / Surety agreed to issue this performance bank guarantee in favour of the Owner.

NOW THEREFORE, the Bank hereby undertakes the pecuniary responsibility of the Contractor to the Owner for the due performance of the Contract and for the payment of any money by the Contractor/ Supplier to the Owner and hereby issues in favour of the Owner this on demand, irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Contractor / supplier in the amount of Indian Rupees _____ (*insert an amount equal to ten percent (10%) of the Contract Price/ estimated Contract Price*).

The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Owner without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from the Owner, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees _____(*insert an amount equal to ten percent (10%) of the Contract Price/ estimated Contract Price*) without the Owner requiring to furnish proof or to show / justify to the Bank any ground(s) or reason(s) for such demand for the sum specified therein and notwithstanding any dispute or difference

between the Owner and the Contractor in respect of the performance of the Contract or moneys payable by Contractor to the Owner or any matter whatsoever related thereto.

The Bank acknowledges that any such demand by the Owner of the amounts payable by the Bank to the Owner shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor / supplier to the Owner.

The Bank hereby waives the necessity for the PLL from demanding the aforesaid amount or any part thereof from the Contractor / supplier before enforcement of this Guarantee and also waives any right that the Bank may have of first requiring the PLL to pursue its legal remedies against the Contractor / supplier, before presenting any written demand to the Bank before enforcement / making payment under this Guarantee.
The Bank further unconditionally agrees with the Owner that the Owner shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
(i) vary and/or modify any of the terms and conditions of the LOA/Contract,
(ii) extend and/or postpone the time for performance of the obligations of the Contractor under the LOA/Contract, or
(iii) forbear or enforce any of the rights exercisable by the Owner against the Contractor under the terms and conditions of the Contract
and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Owner or any indulgence by the Owner to the Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by Owner to timely pay or perform any of its obligations under the Contract.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that Owner receives the full amount due hereunder as if no such withholding had occurred.

This Guarantee shall be a continuing bank guarantee until its expiry, i.e. _____and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of any member of the Contractor or any other circumstances whatsoever.

This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Owner to secure the performance of the obligations of the Contractor under the Contract.

The Bank agrees that the Owner at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Contractor.

Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after_____(validity of the guarantee)

This Guarantee shall not be assigned or transferred by the Bank.

This Guarantee is subject to the laws of India. Any suit, action, or other proceeding arising out of this

Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India.

The Bank has the power to issue this Guarantee in favour of the Owner. The aggregate liability of the Bank under this Guarantee shall not under any circumstance exceed Indian Rupees _____ (*insert an amount equal to ten percent (10%) of the Contract Price/ estimated Contract Price*).

Capitalised terms not otherwise defined herein shall have their respective meanings given such terms set forth in the Contract.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this _____ day of _____

Notwithstanding anything contained hereinabove:

I. Our liability under the bank guarantee shall not exceed Rs._____
II. The bank guarantee shall be valid upto _____
III. The beneficiary's right as well the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before___(6 months after BG expiry date) .

(Signature)
Name_____
Designation with Stamp
Duly authorised representative
Vide power of attorney No. ____
Dated _____

Witness.
_____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable in State of New Delhi. The non-judicial stamp paper should be in name of the issuing bank.

1. The Performance Bank Guarantee shall be accepted only when issued from a bank fulfilling the criteria of the "Acceptable Bank" as mentioned in Bid Data Sheet (BDS) .

2. The expiry date should be arrived at by adding 90 days to the Contract completion / Delivery date plus warrantee/guarantee/defect liability period (if any) as specified in the bidding documents.

3. Claim Period shall be 06 months beyond BG expiry date.

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by Bidder to BG issuing bank>

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier while transmitting BG cover messages where beneficiary bank is ICICI Bank India

Dear Sir/Ma'am,
I/We, _____, request you to include unique identifier PLNG574440489 in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank, IFSC: ICIC00000007). This is required by Petronet LNG Limited as per their tender/contract requirement.
Thanking You,

_____

The Template for MT 760-COV (SFMS) for issuing bank is mentioned below:

{
:7020:
:7022:
:7024:PERFORMANCE
:7025:INRxxxxx
:7026:
:7027:<Date of Issue>
:7029:<Expiry date>
:7030:<Place of Claim Lodgement>
:7031:<Issuing Bank IFSC>
:7032:<Issuing Bank Name>
:7033:<Applicant Name>
:7034:PETRONET LNG LIMITED <Address>
:7035:ICIC0000007
:7036:ICICI BANK LIMITED
:7037:PLNG574440489
-}

FORM–L

PROFORMA OF ADVANCE BANK GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,

Petronet LNG Limited
1st Floor, World Trade Centre,
Babar Road,
Barakhamba Lane,
New Delhi - 110 001

Subject: Bank Guarantee No. _____ dated:

WHEREAS, _____(Contractor / Vendor/ Supplier Name) a company incorporated under _____ (Act) having its registered office at _____(hereinafter referred to as the "Contractor"/ "Vendor"/ "Supplier" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) has been issued _____ (LOA/order No.), by M/s Petronet LNG Limited having its registered office at 1st Floor, World Trade Centre, Babar Road, Barakhamba Lane, New Delhi - 110 001 (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) for carrying out / supplying _____ (subject), for Owner, and further the parties shall enter into an agreement to execute the scope of work under this LOA/Purchase Order (such agreement shall hereinafter be referred as "Contract").

WHEREAS as per the _____ (Contract/LOA No/ Purchase Order.) the Contractor/Supplier is obliged to furnish to the PLL an irrevocable, unconditional, payable on first demand, bank guarantee issued by specified financial institutions acceptable to the PLL, as mentioned in the said Contract/LOA No. for the advance claimed by the Contractor / Supplier of the Contract.
AND WHEREAS the Bank (as defined herein below) has affirmed that it is one of the scheduled bank and at the request of the Contractor and for sufficient consideration, the Bank has agreed to issue this advance bank guarantee in favor of the PLL.

AND WHEREAS _____ (Bank Name) having its registered office at _____ and a branch office at _____ (insert name of city in India) India, hereinafter referred to as the "Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being Acceptable Bank (*refer Sl No. 2 of Instructions for furnishing Bank Guarantee for Criteria of acceptable bank*), has at the request of the Contractor / supplier / Surety agreed to issue this advance bank guarantee in favour of the PLL.

NOW THEREFORE, the Bank hereby undertakes the pecuniary responsibility of the Contractor to the PLL for the due performance of the Contract and for the payment of any money by the Contractor / supplier to the PLL and hereby issues in favour of the PLL this on demand, irrevocable and unconditional and payment bank guarantee (hereinafter referred to as the "Guarantee") on behalf of the Contractor / supplier in the amount of Indian Rupees _____ [*amount claimed for advance for procurement and 110% of advance amount claimed for works , service , consulting contracts*].

The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the PLL

without any demur, reservation, cavil, protest or recourse; immediately on receipt of first written demand from the PLL, any sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of Indian Rupees_____ (insert an amount) without the PLL requiring to furnish proof or to show / justify to the Bank any ground(s) or reason(s) for such demand for the sum specified therein and notwithstanding any dispute or difference between the PLL and the Contractor in respect of the performance of the Contract or moneys payable by Contractor to the PLL or any matter whatsoever related thereto.
The Bank acknowledges that any such demand by the PLL of the amounts payable by the Bank to the PLL shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor / supplier to the PLL.

The Bank hereby waives the necessity for the PLL from demanding the aforesaid amount or any part thereof from the Contractor / supplier before enforcement of this Guarantee and also waives any right that the Bank may have of first requiring the PLL to pursue its legal remedies against the Contractor / supplier, before presenting any written demand to the Bank before enforcement / making payment under this Guarantee.

The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank's obligations shall not be reduced by any failure by PLL to timely pay or perform any of its obligation(s) under the Contract.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever provided always nothing herein contained will enlarge our liability hereunder beyond the limit of _____ (*amount claimed for advance for procurement and 110% of advance amount claimed for works service , consulting contracts*)

This Guarantee shall be a continuing bank guarantee until its expiry, i.e. _____ and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, re organization, dissolution or insolvency of any member of the Contractor or any other circumstances whatsoever.

This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the PLL to secure the performance of the obligations of the Contractor under the Contract.

The Bank agrees that the PLL at its option shall be entitled to enforce this Guarantee against the surety, as a principal debtor in the first instance without proceeding at the first instance against the Contractor / Contractor.

Without prejudice to any continuing liability to perform obligations under this Guarantee which have arisen prior thereto, the Bank shall be released from any further obligations arising hereunder after_____.

This Guarantee shall not be assigned or transferred by the Bank.

This Guarantee is subject to the laws of India. Any suit, action, or other proceeding arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of New Delhi, India. This guarantee is to be returned to the Bank immediately on expiry of the claim period. If the Bank does not receive the bank guarantee latest by the expiry of the claim period, it shall be deemed to be automatically cancelled.

The Bank has the power to issue this Guarantee in favour of the PLL. The aggregate liability of the

Bank under this Guarantee shall not under any circumstance exceed Indian Rupees_____ (insert an amount)

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this_____ day of _____

Notwithstanding anything contained hereinabove:

I. Our liability under the bank guarantee shall not exceed Rs.____
II. The bank guarantee shall be valid upto _____ (30 days plus Contractual delivery date / 30 days plus Contractual Completion date.)
III. The beneficiary's right as well the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before___ (6 months after ABG expiry date) .

_____
(Signature)
Name

_____
Designation with Stamp
Duly authorized representative
Vide power of attorney No. ____
Dated _____

Witness

_____
(On stamp paper of requisite value)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE
1. Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable in State of New Delhi. The non-judicial stamp paper should be in name of the issuing bank.

2. The Advance Bank Guarantee shall be accepted only when issued from a bank fulfilling the criteria of the "Acceptable Bank" as mentioned in Bid Data Sheet (BDS) .

3. The validity of Advance Bank Guarantee shall be 30 days plus Contractual delivery date / 30 days plus Contractual Completion date.

4. Claim Period shall be 06 months beyond BG expiry date.

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by Bidder to BG issuing bank>

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier while transmitting BG cover messages where beneficiary bank is ICICI Bank India

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier PLNG574440489 in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank, IFSC: ICIC00000007). This is required by Petronet LNG Limited as per their tender/contract requirement.

Thanking You,_____

The Template for MT 760-COV (SFMS) for issuing bank is mentioned below:

{
:7020:
:7022:
:7024:ADVANCE
:7025:INRxxxxx
:7026:
:7027:<Date of Issue>
:7029:<Expiry date>
:7030:<Place of Claim Lodgement>
:7031:<Issuing Bank IFSC>
:7032:<Issuing Bank Name>
:7033:<Applicant Name>
:7034:PETRONET LNG LIMITED <Address>
:7035:ICIC0000007
:7036:ICICI BANK LIMITED
:7037:PLNG574440489
-}

FORM–M

PROFORMA FOR INSURANCE SURETY BOND (IN LIEU OF EARNEST MONEY DEPOSIT)

Annexure-1

PROFORMA OF "INSURANCE SURETY BOND (ISB)" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Petronet LNG Limited _____	**Insurance Surety Bond No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

_____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ [Name & address of the Insurer] at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Petronet LNG limited (PLL), the amount _____ without any reservation, protest, demur and recourse. Any such demand made by PLL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be 90 days beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only)……..

b) This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be 90 days beyond the validity of bid) and any extension(s) thereof; and

c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of PLL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Annex. VIII

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 2026 at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name .....
Designation .....
WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Insurer Stamp
E-Mail ID:
Telephone/Mobile No. :
Attorney as per
Power of Attorney No. _____
Date:

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The expiry date should be arrived at in accordance with "ITB: Clause-C9 of Part-1".
e) The Insurance Surety Bond by bidders will be given by an insurance company having **a credit rating of AA or above from CRISIL/ICRA.** Please note that this rating criteria requirement does not apply to **public sector insurance companies.**
f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND

1	INSURANCE SURETY BOND NO	:			
2	VENDOR NAME / VENDOR CODE	:	NAME		
			VENDOR CODE		
3	INSURANCE SURETY BOND AMOUNT	:			
4	TENDER NO	:			
5	NATURE OF INSURANCE SURETY BOND	:			
	(Please Tick (√) Whichever is Applicable		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD
6	INSURER DETAILS	(A)	EMAIL ID:		
		(B)	ADDRESS:		
		(C)	PHONE NO:		

PROFORMA OF SURETY BOND FOR CONTRACT PERFORMANCE SECURITY

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

Ref..... Guarantee No.....

To,

Petronet LNG Limited
4th Floor, Tower-I, World Trade Center
Nauroji Nagar
New Delhi – 110029

Dear Sir (s),

In consideration of you, Petronet LNG Limited a Company duly incorporated and executing under the laws of India having its office at 04th , 05th and 06th Floor, Tower -I, World Trade Center, Nauroji Nagar, New Delhi - 110 029 (hereinafter referred to as the **"PLL"** , which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having awarded the Contract to [***insert name of the Contractor***] having its registered office at [***insert address of the Contractor***] (hereinafter referred to as the "**Contractor**", which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) in relation to [***insert Contract Name/Work Description***] pursuant to the Contract Agreement bearing Reference Number [***insert reference number***] (hereinafter collectively referred to as "**Contract Documents**"), we [***insert name of the Insurer***] having our registered office at [***insert registered address of the Guarantor***] and one of its branch at [***insert relevant branch address of the Insurer***], at the request of the Contractor, do hereby irrevocably, unconditionally, and without reservation guarantee the due and faithful performance, discharge and compliance of all the terms, conditions, and obligations under the Contract Documents by the said Contractor and unconditionally undertake to pay to PLL forthwith on first demand without any demur, reservation, recourse, contest, protest, or requiring proof of satisfaction or condition, and without reference to the Contractor, an amount of **INR** _____ **(Rupees** _____ **only)[** ***insert Guarantee Amount]*** (hereinafter referred to as the "**Guaranteed Amount**") as our primary obligation under this Insurance Bond. Any such demand made by PLL on the insurer shall be conclusive, binding and notwithstanding any difference between PLL and the Contractor or any dispute pending before any court, tribunal or any other authority. .

NOW, THEREFORE, the Insurer hereby unconditionally and irrevocably guarantees and affirms as follows:

1. This Insurance Bond (**"Performance Guarantee"**) shall be a continuing guarantee and shall remain in full force and effect till all claims or demands made by the PLL on the Insurer **("Guarantor")** are realised and/or until the PLL discharges this Bond, subject however that the PLL shall have no claims under this Guarantee after [***insert time and date including at least 03 (three) months beyond the defect liability period, plus six months' claim period***] or any written extension(s) thereof.

2. In order to give full effect to this Bond, PLL shall be entitled to treat the Insurer **("Guarantor")** as the Principal Debtor. PLL shall have the fullest liberty without affecting in any way the liability of the Insurer under this Bond / Guarantee from time to time or to vary any of the terms and conditions contained in the said Contract Documents or to extend time for performance of the

Contract or the validity period of the Performance Guarantee or the period for compliance with any obligations by the Contractor or to postpone for any time and from time to time any of the powers exercisable by PLL against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract Documents or the securities available to PLL, and the Guarantor shall not be released from its liability under these presents by any exercise by PLL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of PLL or any indulgence by PLL to the said Contractor or by any change in the constitution of PLL or its absorption, merger or amalgamation with any other person or any other matter or thing, whatsoever, which under the law relating to Guarantee would but for this provision have the effect of releasing the Guarantor from its such liability.

3. It shall not be necessary for the PLL to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against the Insurer / Guarantor as the Principal Debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Contractor to the PLL and notwithstanding that any such security shall at the time when claim is made against the Guarantor or proceedings taken against the Guarantor hereunder, be outstanding or unrealized.

4. The amount stated by the PLL in any demand, claim or notice if made with reference to this Insurance Bond shall as between the Guarantor and the PLL which shall be final, conclusive and binding with regard to the amount payable by the Guarantor to the PLL hereunder.

5. The liability of the Insurer / Guarantor to PLL under this Guarantee shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the PLL, the Contractor and the Guarantor and/or the Guarantor and the PLL or otherwise, howsoever, related to this Insurance Bond or Guarantee or the liability of the Contractor to the PLL, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Guarantor not to pay or for any cause withhold or defer payment to the PLL under this Insurance bond / Guarantee, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Guarantor shall be and remain liable to make payment to the PLL in terms thereof.

6. We, the Guarantor, further agree that PLL shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the aforesaid Contract Documents and the decision of PLL that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between PLL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

7. This Guarantee shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor or any change in the legal constitution of the Insurer / Guarantor or the PLL.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Insurer / Guarantor and sent via email or by courier or by registered post, to the Insurer / Guarantor at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Guarantor along with branch address and delivered at our above branch and/or via email to: [***insert email ID***] which shall be deemed to have been duly authorized to receive the said notice of claim.

10. The Insurer's obligations under this Bond / Guarantee shall not be reduced by reason of any partial performance of the Contract by the Contractor. The Insurer's obligations under this Bond shall not be reduced by any failure by PLL to timely pay or perform any of its obligations under the Contract.

11. We, the Insurer / Guarantor, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PLL in writing.

12. The Insurer / Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Contractor.

13. This Guarantee issued by us is in full compliance with applicable laws of India, as amended from time to time.

14. This Insurance Bond / Guarantee is for the benefit of PLL and its successors and assigns. This Bond/Guarantee is binding not only on the Guarantor, but also on the Guarantor's successors and permitted assigns. The Guarantor shall not assign its rights and obligations hereunder to any person, insurer, company or other entity unless permitted by PLL in writing.

15. Notwithstanding anything herein:

1 The Insurer's / Guarantor's liability under this Guarantee shall not exceed Rs. [***insert Guarantee Amount***];

2 This Bond / Guarantee shall remain in force until [***insert***];

3 This Bond/ Guarantee shall have additional claim period of [***six***] months thereafter; and

4 The Insurer / Guarantor is liable to pay the Guaranteed amount or any part thereof under this Bond / Guarantee only if PLL serves upon the Guarantor a written claim or demand upon the Guarantor or any branch thereof on or before the aforesaid claim period.

Signed and sealed this [●] day of [●], [●] at [●].

SIGNED, SEALED, AND DELIVERED

For and on behalf of the Guarantor by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

----------o----------o----------o----------o----------

Instructions: -

a) The surety bond shall be from a Surety Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

b) The surety bond should contain the name, designation and code number of the officer(s) signing the surety bond.

c) The address, telephone number, E-mail and other details of the head office of the surety insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch. The letter may also include any web portal link, from where the Surety Bond can be confirmed by the Company.

d) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

GENERAL

CONDITIONS

OF

CONTRACT

FOR

WORKS

1. DEFINITIONS

1.1 **"PLL" or "Owner"** shall mean Petronet LNG Limited, a Company incorporated in India and registered under the provisions of the Companies Act 1956, having its registered office at World Trade Centre, Babar Road, Barakhamba Lane, New Delhi – 110001.

1.2 **"Contractor"** shall mean the bidder / tenderer selected for carrying out the stated work as per the terms and conditions of this tender document and shall include its successors and permitted assigns.

1.3 **"Contract" or "Work Order (WO)"** shall mean Letter of Award / Acceptance (LoA) which defines the scope of the engagement and the works to be completed by the Contractor as well as the schedule of charges for the said works and all attached exhibit(s) and document(s) referred to therein alongwith all the terms & conditions mentioned therein together with all and any subsequent modification(s) thereto.

1.4 **"Contract Price"** shall mean the price payable to the Contractor under the Contract for the full and proper performance of his contractual obligations.

1.5 **"Contractor's Representative"** means the person appointed from time to time by the Contractor for execution of the Contract.

1.6 **"Officer in Charge" (OIC) or "Engineer in Charge" (EIC)** shall mean the Officer / Engineer for the time being nominated by the Owner and specified in the respective work order.

1.7 **"Site"** shall mean the site location of PLL i.e. Dahej LNG Terminal / Kochi LNG Terminal / Registered Office (Delhi) as mentioned in the Tender document/WO, where the works are required to be completed.

1.8 **"Works"** shall mean the work to be completed in all respect by the Contractor as mentioned in the Scope of Work / Contract. The term 'Works' shall also include supply of goods / material which are essential / incidental or consequential for carrying out the complete scope of work as defined in the Contract.

2A MISCELLENEOUS PROVISIONS:

i. Notwithstanding the subdivision of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

ii. Wherever any portion of the Instructions to the Bidder is repugnant of or at variance with any Conditions of Contract, then the provisions of the Conditions of Contract shall be

deemed to override the provisions of the Instructions to Bidders and shall prevail to the extent of such repugnance or variations.

iii. Wherever it is mentioned in the Tender Documents that the Vendor shall perform certain work or provide certain facilities, it is understood that the Vendor shall do so at his own risk and cost, being deemed to be part of the relevant items in the Schedule of Rates whether expressly stated or not.

2B INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

A. Once the contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Vendor bid and all previous correspondence/s if any. The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another (to the extent available in the Tender document / Contract). If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract documents shall be in following order:

I. The Contract Agreement (wherever applicable)
II. Letter of Acceptance/Work order along with its enclosures
III. Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
IV. Special Conditions of Contract (SCC)
V. Technical Specifications (wherever applicable)
VI. General Conditions of Contract (GCC)
VII. Instructions to Bidders (ITB)
VIII. Other Documents, if any.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders. Unless the context otherwise requires, any reference to a "party" herein is a reference to a party hereto.

3. GENERAL OBLIGATIONS OF THE CONTRACTOR

3.1 The Contractor shall, in accordance with and subject to the terms and conditions of this Contract, complete the works in accordance with the Scope of Work / Specifications and Activity Schedule of the Contract and carry out its obligations with all due diligence, professional skills, care and efficiency in accordance with generally accepted professional techniques and practices.

3.2 The Contractor shall observe sound management practices and employ appropriate advance technology and safe methods while completing the works that shall be fit for the purpose for which the same are intended and as specifically provided under the Contract.

3.3 The Contractor shall not engage in providing any services that conflict with the interest of PLL under the Contract during the currency of the Contract.

3.4 The Contractor shall be liable for the stamp duty or any other payments legally payable in respect of this Contract as per applicable laws.

3.5 The Contractor shall have to execute the Work in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to Work being executed in the above circumstances.

4. CONTRACTOR's REPRESENTATIVE & PERSONNEL

4.1. Contractor shall nominate a person (*"Contractor's Representative"*) who shall be responsible for and authorized to represent it at all times during the term of the Contract and to receive and to act on any request made by PLL or its representative in performance of any obligations as per the terms of this Contract.

4.2. PLL shall be at liberty to object to any nomination in respect to clause 4.1 and may require Contractor to replace, immediately such person by competent substitute, at no extra cost to PLL.

4.3. The Contractor's Representative shall take instructions from OIC for the proper coordination and timely performance of obligations under the terms of the Contract.

4.4. The Contractor 's Representative shall have to be duly authorized by the Contractor to act or take decision as and when required, on behalf of Contractor under the Contract.

5. CONFIDENTIALITY

5.1 The Contractor shall treat all matters, communications, instructions given during the term and in relation to the Contract, strictly confidential and undertakes not to disclose, any information, documents, technical data, experience and know-how shared / exchanged / given to him without the prior written permission of PLL.

5.2 The Contractor further undertakes to limit the disclosure / access to the confidential information as mentioned above, only to those of its employees, Implementation Partners etc. who reasonably requires the same for the proper performance of the Contract, provided however that the Contractor shall ensure that employees / Implementation Partner, with whom the information has been shared, is informed of the confidential nature of the said information and obligations of its nondisclosure.

6. PERFORMANCE BANK GUARANTEE {Not Applicable for OEM & Proprietary Services and Contract Value less than INR 10 Lakhs (exclusive of GST)}

6.1 Successful bidder / Contractor shall submit Performance Bank Guarantee from a scheduled commercial bank as per format provided in the Tender document, for the

amount equivalent to 10% of the total Contract Value (exclusive of taxes and duties) within 30 days from the date of placement of Work Order.

6.2 Performance Bank Guarantee shall be kept valid by the Contractor at his cost for 90 days from the last date of the term of the Contract and warranty, if any and shall be extended from time to time (if so required). It is specifically agreed that no interest shall be payable by PLL on the said Performance Bank Guarantee.

6.3 The Performance Bank Guarantee shall cover the entire Contract value including extra jobs / services if any. Further as long as the PBG submitted by Vendor, at the time of award of the Contract, take care of the extra jobs / services, if any, executed and total executed value including change orders (positive/negative) are within the awarded Contract price, there is no need for the Vendor to furnish an additional PBG. However, in case the total executed value including change orders (positive/negative) is likely to exceed the ceiling of contract value, the contractor should be advised to furnish additional Security deposit/ CPBG equivalent to 10% of exceeded value from contract value. Till such time, PLL will retain the amount equivalent to additional PBG from its bill and same will be released to Contractor after submission of additional PBG.

6.4 PLL shall have unqualified option under this guarantee to invoke the Performance Bank Guarantee for warranty and/or claim amount thereunder in the event of Contractor failing any of the obligations entered into under this Contract or in respect of any amount due from the Contractor to PLL.

6.5 Failure of the Contractor to comply with the requirements under this Clause for submission of PBG, of requisite amount, within 30 days of issuance of Work order, shall constitute sufficient grounds for the annulment of the award, the forfeiture of Bid security and to invoke any other legally permissible actions or remedies available to the PLL.

7. SUSPENSION OF THE PREFORMANCE OF THE CONTRACT

7.1 PLL may suspend, by giving an advance 15 days written notice (notice of suspension), in whole or in part (if possible) performance of the Contract by the Contractor at any time.

7.2 Contractor shall, after receipt of notice of suspension, suspend immediately the Works and reduce the expenditure, if any, to a minimum level as agreed between the parties.

7.3 Upon suspension of the performance of Works, the Contractor shall be entitled for the reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

7.4 By fifteen days prior notice, PLL may request the Contractor to resume the performance of the Works, without any additional cost to PLL.

7.5 If the period of suspension of the Works exceeds six months, either party shall be entitled to terminate the Contract according to Clause 8 hereunder.

8. TERMINATION

(i) Termination on expiry of the contract

This Contract shall be deemed to have been automatically terminated on the expiry of the term of the Contract, unless the same is terminated prior to the same in accordance with the other provisions of the Contract and unless the Owner has exercised its option to extend this Contract in accordance with the relevant provisions, if any, of this Contract.

(ii) Termination on account of force majeure

Either party shall have the right to terminate this Contract on account of Force Majeure in accordance with Clause in this General Conditions of the Contract as set forth below.

(iii) Termination on account of insolvency

In the event, the Contractor or its collaborator at any time during the term of this Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt by the court of competent jurisdiction, then the Owner shall be entitled to, terminate this Contract, by giving a notice in writing, and all the rights and privileges of the Contractor shall stand terminated with immediate effect after two (2) weeks of receipt of said notice by the Contractor.

(iv) Termination for unsatisfactory performance

If the Owner considers that the performance of the Contractor is unsatisfactory or, is not in accordance with the terms of Contract, the Owner shall notify the Contractor in writing of its unsatisfactory performance along with the detailed reason thereof. The Owner shall then have the option to terminate this Contract by giving a 30 days written notice to the Contractor, if the Contractor fails to comply with the requisitions contained in the said written notice given by the Owner.

(v) Termination for delay in mobilization

Contractor shall be required to mobilize complete crew for commencement of services at the site within the mobilization period from the date of LOA. If the Contractor fails to mobilize as above, the Contract may be terminated by the Owner.

(vi) Termination for convenience

Notwithstanding anything contained in the Contract, the Owner may, by giving 30 (Thirty) days written notice, terminate the Contract in whole or in part, if so desires.

In case of such termination, the obligation of the Owner to pay, shall be limited to the extent of agreed charges of work / job completed by the Contractor and which has been duly received by the Owner, as per the provisions of the Contract, upto the date of notice of termination, subject to the Contactor complying with other provisions of the Contract.

(vii) Consequences of termination and amount payable

In all cases of termination herein set forth, obligation of the Owner to pay, shall be limited to the extent of agreed charges of works completed by Contractor as per provision of the Contract upto the date of notice of termination, subject to the Contractor complying with other provisions of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

9. FORCE MAJEURE

In the event of either party being rendered unable by the events which are beyond the control of the party (Force Majeure events) to perform any obligation required to be performed under this Contract, the relative obligation of the party affected by such Force Majeure event shall be suspended, for the period during which such event lasts, subject to a maximum period of 60 days (it is for reference only and will be decided on the basis of duration of Contract), after which both the parties shall be entitled to terminate the Contract by giving not less than 15 days' written notice without any liability for termination.

Upon the occurrence of any such event(s) the party claiming Force Majeure, shall notify the other party in writing as soon as practicably possible of the occurrence of such Force Majeure event and also the ending of the said Force Majeure event, in writing, not later than 72 hours of the occurrence / ending of the such event.

Force Majeure shall mean and include the following:

(A) War / Hostilities
(B) Riot or Civil Commotion
(C) Earthquake, Flood, Tempest, Lightning, Epidemic, Pandemic or Other Natural Disaster notified or not by the Govt authorities.
(D) Restrictions imposed by the Government or Other Statutory Bodies, which prevents or delays the execution of the order by the Contractor.
(E) Lawful Strikes and Lockouts.

10. PRICE REDUCTION SCHEDULE (PRS) {Not Applicable for OEM and Proprietary services and Contract Value less than INR 7 Lakhs (exclusive of GST)}

10.1 In case the Contractor fails to mobilize / deploy the required manpower and the complete equipment's so as to commence the Works within Mobilisation Period and complete the Works within the stipulated period, then, unless such failure is due to Force Majeure event as defined in Clause herein above or due to established default by PLL or its employees, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per week of the period of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for total period of delay.

10.2 The portion of Works completed in all respect which is being used for commercial operation shall not be considered for applying Price Reduction Schedule, if delivered within contractual delivery period.

10.3 The decision of the OIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Contractor.

10.4 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) exclusive of taxes and duties.

10.5 As per clause 10.1 above, in case of delay in the execution of Contract, the Contractor shall raise invoice for reduced value as per Price Reduction Clause. However, in case the Contractor has raised the invoice for the full value of the Contract, then Contractor shall issue a Credit Note towards the applicable Price Reduction amount.

10.6 In case Contractor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, PLL will release the payment to Contractor after reducing the amount after applying Price Reduction Schedule clause with corresponding reduction of taxes or PLL shall be at liberty to opt for Set-off, adjustment or deduction of the said amount alongwith applicable taxes, penalties, interest, if any, from any amount due for payment to the Contractor / security deposit, if any, lying with PLL, in future to the him under this contract.

10.7 In the event of any financial implication arises on PLL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Contractor and Contractor shall indemnify PLL to that effect.

11. MODIFICATION

During the performance of the Contract, OIC / PLL may make a change in the Works within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Works or with respect to technical and/or commercial aspects including terms of delivery and Contractor shall complete the Works as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by PLL. The time of completion of the said job may be extended for the part of the particular job at the discretion of OIC, for only such alterations or substitutions of the Works, as he may consider just and reasonable.

Issuance of acceptance or otherwise in such cases shall not be ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed in writing between the parties, through an amendment of Contract. PLL shall not be bound by any conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to the Contract.

Any modification of or addition to the contract shall not be binding unless mutually agreed and made in writing between both the parties.

12. ASSIGNMENT / SUBLET

12.1 The Contractor shall not, save with previous written consent of the OIC or unless the same has been expressly specified in the Contract, sublet, transfer or assign the Contract or any obligations on the part of Contractor thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any third party, without prior permission of PLL.

Provided, nevertheless, that any such permission given by PLL shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

12.2 This is pertinent to mention here that the basic scope of Contract cannot be sublet in any case. However, on specific request of the Contractor and subject to written permission of PLL, the Contractor may sublet the allied / incidental jobs related to the Contract. Such permission shall not relieve the Contractor from any obligations, duty or responsibility under the Contract and Contractor shall be fully responsible for the same hereunder for the execution and performance of the Contract.

12.3 Sub-letting of the entire Contract is specifically prohibited and an undertaking to this effect shall always be given by Contractor along with each invoice / bill.

13. NOTICE

13.1 **TO THE CONTRACTOR:** Any notice to be given to the Contractor or his duly authorised representative under the terms of the Contract may be served by PLL by e-mail or through registered post / Courier at the address / contact information furnished by the Contractor. Proof of issue of any such notice shall be a conclusive evidence of the Contractor having been duly informed of all contents therein.

13.2 **TO PLL:** Any notice to be given to the OIC of the Owner under the terms of the Contract may be served by the Contractor, by e-mail or delivering the same through registered post / Courier at the respective site office.

13.3 A notice shall be effective when delivered or on the date mentioned in the notice, whichever is later.

14. INTELLECTUAL PROPERTY RIGHTS

The Contractor shall not, in supplying goods under this Contract, knowingly infringe or misappropriate any intellectual property right of a third party and will take reasonable

actions to avoid infringement. The Contractor shall protect, hold harmless, defend and indemnify PLL from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a deliverable infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Contractor or its employees, subcontractors, or agents in connection with or related to the Contractor or the Contractor's performance under this Contract.

15. EXECUTION OF CONTRACT

All the jobs / works shall be completed in strict conformity with the provisions of the Contract and with such explanatory detailed specification and instruction as may be furnished from time to time to the Contractor by OIC to the satisfaction of PLL and accept full responsibility for the satisfactory quality of such services as performed by them.

Any error in description and any omissions therefrom, shall not vitiate the Contract or release the Contractor from the execution of the whole or any part or any of his obligations under the Contract.

16. INSPECTION, TESTING & EXPEDITING

PLL or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the Contract specifications. The inspection & tests shall be conducted on the premises of the Contractor at the point of delivery and / or at the goods' final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by Contractor to PLL free of cost. PLL shall bear all the cost towards Boarding and lodging of PLL personnel visiting Contractor's / vendor's premise or facility for inspection and expediting purpose.

When stores are rejected by PLL, the same will be intimated to the Contractor with details of such rejected stores as well as the reason for their rejection and that the material will be lying at the PLL premises at the risk and cost of Contractor. The Contractor will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous / infested, corrosion-prone and perishable materials within 48 hrs, failing which PLL will either return the materials to the Contractor on freight to pay or otherwise dispose them off at the Contractor's risk and cost. PLL will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the Contractor. PLL shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed by the Contractor @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

17. TRANSIT RISK INSURANCE

i. All equipment(s) / material(s) shall be insured by the Contractor for all transit risks up to unloading at PLL site, unless specified otherwise in the Work Order, to cover the damages during the transportation and handling etc. thereof.

ii. Any damage during the transportation shall be immediately notified to Contractor as well as the transporter, for further necessary action for recovery of transit damages.

18. TRANSPORTATION

Unless specifically specified in the Tender document, the Contractor shall supply the Goods on Carriage and Insurance Paid (CIP) / Delivered at Place (DAP) basis.

Where the Contractor is required under the Contract to deliver the Goods on the other modes of delivery viz. Freight on Board (FOB) / Free Carrier (FCA) / Free Alongside (FAS) / Cost and Freight (CFR) / Cost, Insurance and Freight (CIF) / Delivered duty paid (DDP) etc., the responsibility of contractor shall be to arrange for transportation of goods from their works as per standard practice defined under INCOTERMS 2020.

19. WARRANTY

The Contractor shall warrant that everything to be provided under the Contract shall be free from all defects and faults in material, workmanship and manufacturing defects and same shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type supplied and in full conformity with the specifications drawings or samples, if any, and shall, if operable, operate properly. This warranty shall survive inspection and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of dispatch, whichever is earlier.

20. INVOICE

In case where documents are not routed through Bank, original plus one copy of invoice shall be directly sent to OIC immediately after dispatch with copies to purchaser and the consignee mentioned in Contract / Work Order. Invoice must bear the Work Order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the Work Order.

21. PACKING& MARKING

While dispatching ordered stores, it will be the responsibility of the Contractor to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores (“Packing List”) packed therein. Each

packing / bundle must be prominently marked with order no. and packing no. & consignee name & address.

22. DISPATCH DOCUMENTS

The Contractor will intimate dispatch particulars to PLL through e-mail at the time of dispatch of goods.

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/ Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach PLL well in advance failing which any demurrage / wharfage etc. incurred on account of late / non-receipt of dispatch document / wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

23. RECOVERY OF SUMS DUE

All costs, damages or expenses which PLL may have suffered, for which under the Contract, Contractor is liable, may be recovered by the PLL (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Contractor under this Contract or other Contract and / or may be recovered by action at law or otherwise if the same due to the Contractor is not sufficient to recover the recoverable amount, the Contractor shall pay to the PLL, on demand, the balance amount.

24. PAYMENTS ETC. NOT TO AFFECT RIGHTS OF THE PLL

No sum paid on account by PLL nor any extension of the date for completion granted by PLL shall affect or prejudice the rights of the PLL against the Contractor or relieve the Contractor of his obligation for the due fulfillment of the Contract.

Losses due to non-compliance of Instructions, losses or damages suffered by PLL owing to the Contractor's failure to adhere to any of the instructions given by the PLL in connection with the order execution shall be recoverable from the Contractor.

25. CUT-OFF DATES

No claims or correspondence on this Order shall be entertained by the PLL after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

26. INDEMNITY AND INSURANCE

The Contractor shall purchase and maintain at his cost, such insurance as will protect the Contractor from any claim set forth below which may arise out of or result from the Contractor's performance of its obligations or otherwise under the Contract, whether such

claim may arise due to action or omission by the Contractor or a Sub-contractor or by anyone directly or indirectly contracted or used by any of them, or by anyone for whose acts any of them may be liable.

All policies of insurance referred to in this Clause shall be endorsed to specify that they are primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by Owner and Contractor (and their respective Affiliates) or any Subcontractors in respect of losses arising out of or in connection with the Work.

Further, the Contractor shall indemnify and keep indemnified PLL and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the Contractor in due performance of its obligations under this Contract.

The Contractor shall undertake to provide comprehensive accident insurance coverage in respect of every employee employed by it for carrying out PLL's job.

The Contractor hereby agrees to indemnify and keep indemnified PLL and its employees, in case PLL faces any legal actions, proceedings, claims, costs, expenses, damages, loss on account of breach, if any, terms and conditions of the Contract including infringement of IPR by the Contractor.

27. TAXES AND DUTIES

27.1 Unless otherwise specified in the NIT / Tender document, all duties, taxes and other levies including cess on all duties, taxes and other levies (excluding GST) payable by the Contractor under the Contract shall be included in the schedule of charges submitted by the Contractor as per format.

27.2 The monthly bill in duplicate will have to be submitted by the Contractor to the OIC at the rates specified and the payment will be made after verification of the same. On no account any extra payment whatsoever will be made to the Contractor for this contract. The bills should be supported by copies of payment including statutory payments in respect of each personnel engaged by the Contractor.

27.3 The Contractor shall be fully and exclusively responsible for the payment (and liable for all consequences in the event of default) of all contribution and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government / local bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the Contractor.

27.4 After award of work, GST as applicable shall be paid by PLL to the Contractor based on the Taxable invoices issued by the Contractor.

27.5 PLL shall accept only E-Invoice compliant invoices, in case the provisions are applicable.

27.6 TDS along with surcharge as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's invoice as per applicable laws.

27.7 Change in Law

If at any time any change in Indian Law causes an imposition of any new tax in India, that was not in existence as on Bid Submission Date / Date of Letter of Award (LoA), which is applicable to the Contractor under this Contract, then either Party may request a revision of the payments made or to be made to Contractor under this Contract. Either Party, as the case may be, shall provide notice to the other Party of such request setting forth the proposed amount alongwith relevant details and calculations relating to such change.

The Parties shall promptly, but in no case later than fifteen (15) days from the date of such written request, discuss in good faith and mutually agree to revise the payments pursuant to such change along with the basis of such revision and the effective date of such revision.

For avoidance of any doubt, it is clarified that any new tax shall be to the account of PLL. Similarly, the benefit of any decrease in the corporate tax rates shall be passed on by the Contractor to PLL either by way of refund or an adjustment in the payments due and payable to Contractor in accordance with this Contract.

28. LABOUR LAWS AND OTHER REGULATIONS

28.1 PLL shall have no liability whatsoever concerning the employees of the Contractor. The Contractor shall keep PLL indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The Contractor shall make regular and full payment of wages / salaries including overtime, etc. as per rules in force and any other payments due to his employees and furnish necessary proof whenever required by PLL.

28.2 The Contractor shall comply with all Acts, Laws and regulations applicable and notifications with regard to the performance of works.

28.3 The Contractor shall defend, indemnify and hold PLL harmless from any liability or penalty which may be imposed by the Central, State or local authorities by reason of non-compliance of any regulations or requirements and also from all claims, suits arising out of or by reason of the work provided by the Contract including any liability that may arise out of accident whether brought by the employees of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.

28.4 The Contractor shall also ensure to maintain necessary records and file of the personnel deployed for the work in a proper format with necessary proof. The format should provide all the relevant details of domicile, education, residential address, recent passport photograph, etc. The Contractor shall inform PLL in writing of any change in the deputation of the personnel and take necessary steps to update the information at no extra cost.

28.5 The Contractor shall provide copy of identity cards such as Aadhaar Card, Pan Card, Voter ID Card, Bank Account Details of Supervisor as well as all the Personnel who will be deployed in PLL once order is issued. It is a mandatory requirement.

28.6 The Contractor shall furnish all reports to statutory authorities as prescribed from time to time. The Contractor shall forward the copy of same to the OIC. The Contractor shall ensure issuance of employment letter, pay slip, PF code, ESI card etc. to the personnel engaged by him as per statutory guidelines. Also, an Employment Card must be issued to personnel engaged by the Contractor and a copy shall be submitted to PLL. Further, within 72 hours of the Contract being awarded, the same needs to be submitted to the relevant appropriate authority.

28.7 For any infringement of these provisions, PLL shall be at liberty to rescind the Contractor without any liability to pay any compensation whatsoever to the Contractor.

28.8 The workmen employed by the Contractor shall at all times be the employees of the Contractor and shall not claim any employment in PLL. Further, PLL shall not have Employer employee relationship with the workmen employed by the Contractor.

28.9 The Contractor shall have its own staff for the work. PLL shall not be under any obligation for providing employment to any of the staff of the contractor after the expiry of the contract.

28.10 PLL shall not be responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of PLL.

29. UNETHICAL PRACTICES

29.1 The Contractor represents, warrants and agrees that no Person has been retained or employed to solicit this Contract upon any arrangement or understanding for the payment of any commission, fee or other compensation of any kind, except for compensation to bona fide employees of the Contractor.

29.2 The Contractor further represents and warrants that neither it nor any of its Affiliates nor any of its or their respective personnel have made, received, provided or offered and the Contractor agrees that neither it nor any such other entity or Person shall make, receive, provide or offer, any gift, entertainment, payment, loan or other consideration for the purpose of influencing any person to any course of conduct in any way relating to or affecting this Contract.

29.3 Without in any way limiting the nature of breaches which could constitute 'material breaches' of this Contract / LOA for the purposes of clause 8 of GCC, Parties hereby expressly agree that breach of the foregoing representations and warranties shall constitute a material breach of this Contract and shall give Owner the right to immediately terminate this Contract pursuant to Clause 8 of GCC.

30. DISPUTE RESOLUTION

(i) In the event of a dispute between the Owner and the Contractor regarding, arising out of, relating to or in connection with this Contract, including, its application, interpretation,

breach, termination, validity or invalidity (a **"Dispute"**), prior to the initiation of any legal action or proceeding (but only in accordance with and as permitted by this Contract) in relation to a Dispute, the OIC and the Contractor's Representative shall, upon the written request of either the Owner or the Contractor (a **"Request"**), use their best efforts in good faith to reach at a reasonable and equitable resolution in relation to the Dispute.

(ii) If the OIC and Contractor's Representative are unable to resolve the Dispute within thirty (30) days of receipt by either Party of a Request, either Party may by a written notice (a "Notice"), refer the matter for resolution by good faith negotiation between their respective senior officers with appropriate decision making powers and who shall not have any substantive involvement in the matters related to the Contract, unless the Parties otherwise agrees.

(iii) If the senior officers are unable to resolve the Dispute within thirty (30) days of receipt by either Party of a Notice (or such other period as may be mutually agreed), either Party may resort to the other Dispute resolution provisions.

(iv) The Parties agree to use their best efforts to attempt to resolve all Disputes promptly, equitably and in good faith.

31. ARBITRATION {Applicable for Contract Value more than INR 2 Crores}

In case the dispute is not resolved as mentioned above, the same shall be referred to Arbitration comprising three arbitrators, of whom each Party shall nominate one arbitrator. The third arbitrator (who will also act as Presiding Arbitrator) shall be nominated by the two arbitrators nominated by the Parties.

The arbitration shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 ("Act") as amended from time to time. The venue of arbitration shall be in New Delhi, India and proceedings shall be conducted in English language.

The Award of the arbitral tribunal shall be final and binding upon the Parties.

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

32. JURISDICTION AND APPLICABLE LAW

This Contract including all matter connected with this Contract, shall be governed by the laws of India and shall be subject to exclusive jurisdiction of the courts in New Delhi.

33. LICENSE / CERTIFICATE / CONSENT / APPROVAL {IF APPLICABLE}

Contractor shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Contractor further agrees to hold PLL harmless from liability or penalty which might be imposed by reason of any

asserted or established violation of such laws, regulations, ordinances or other rules. PLL will provide necessary permits for Contractor's personnel to undertake any work in India in connection with Contract.

The consent / approval / license / certificate for carrying out the work from the concerned authority shall be kept valid for the entire duration of the Contract and it shall be the sole responsibility of the Contractor / bidder to maintain / renew the validity of the such consent / approvals thereunder from time to time, failing which it may lead to termination of contract.

34. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Contractor for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross Negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

35. COMPLIANCE OF PLL INSIDER'S TRADING

By virtue of association / engagement with Petronet LNG Limited (PLL), it is likely that certain Unpublished Price Sensitive Information (UPSI) as defined under "Code for Prevention of Insider Trading in the Securities of PLL" (hereinafter called Code), copy of which is hosted on the website of the PLL www.petronetlng.in, that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by PLL, might be shared with you / your organization. It is hereby cautioned that you or any of your team members or immediate relatives thereof or your organization, should not trade in the securities of PLL while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes (as defined in the Code), performance of duty or discharge of legal obligations. Any trades in securities of PLL, directly or indirectly, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI

and the onus to prove that trades were executed otherwise would be on you or any of your team members or your organization as the case may be. It is therefore advised that all concerned as stated above must familiarize himself/themselves with the "Code for Prevention of Insider Trading in the Securities of PLL", copy of which is hosted on the website of the company.

Accordingly, it must be ensured that any UPSI, whenever received from the company:

(a) shall be used solely for the purpose for which it is being disclosed;
(b) shall be preserved and the secrecy of such information shall be maintained;
(c) shall not be disclosed to any third party;
(d) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure its own confidential information;
(e) to notify PLL immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party.

It may be noted that any violation in dealing with UPSI shall be considered as breach of terms of engagement / Contract and PLL shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015 or subsequent amendments thereof. Further, SEBI may take any action including levy of penalty etc. as per SEBI Regulations in this regard in case of any violation in dealing with UPSI at your end.

36. PROCEDURE FOR PUTTING AN AGENCY ON HOLIDAY AND BANNING LIST

Procedure for putting an agency on Holiday and Banning list is enclosed at Attachment-I .

37. PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ CONTRACTORS/ CONSULTANTS

Procedure for evaluation of performance of Contractor is enclosed at Attachment-II

38. SECURED ADVANCE AGAINST IMPERISHABLE MATERIAL BROUGHT AT SITE

i. PLL, at its discretion (if significant portion of the delay is not attributable to Contractor), allow Secured Advance(s) to the CONTRACTOR, against imperishable materials brought to PLL site for incorporation in the permanent works. Such Secured Advance(s) shall be governed by the following conditions:

a) The decision of the OWNER as to whether or not to grant a Secured Advance and as to what materials, if any, are imperishable for the grant of Secured Advance and/or as to what has to be done to qualify any particular material for the grant of Secured Advance shall be final and binding on the Contractor.

b) The Secured Advance shall be limited to lower of the following:

(i) 75% (Seventy Five Percent) of the value of the imperishable material brought to site for permanent incorporation in the works as assessed by the Engineer-in-Charge, based on the voucher(s)/ invoices/ market price for any such material from the CONTRACTOR, who shall forthwith comply with the same.

(ii) 90% (Ninety percent) of the concerned item rate for the work in which the material is to be incorporated as set out in the Schedule of Rates.

c) The Secured Advance shall be recovered from the subsequent Running Account bill(s) of the CONTRACTOR to the extent as determined by the Engineer-in-charge (whose decision shall be final and binding upon the CONTRACTOR) that the materials covered by the Secured Advance are used up in or for the work(s) covered by the bill(s).

d) Upon payment/disbursement by the OWNER to the CONTRACTOR or any supplier of the CONTRACTOR of any Secured advance with respect to any materials, the ownership of the said materials shall forthwith vest in the OWNER as security for the repayment of the said advance(s) without necessity of any further act, deed, matter or thing, and the said materials shall be deemed to be OWNER supplied materials entrusted to the CONTRACTOR for permanent incorporation in the works. AND before payment/disbursement of any secured advance by the OWNER pursuant hereto the CONTRACTOR and the Engineer-in-Charge shall jointly sign a statement setting out and detailing the material(s) with reference to which the advance has been reckoned title to which shall vest in the OWNER pursuant to the provisions thereof.

e) Notwithstanding anything provided in sub-clause (c) hereof above, the OWNER shall be entitled (without prejudice to any other right on remedy available to the OWNER) by written notice to the CONTRACTOR to recall the advance or the outstanding balance thereof in the circumstances set out in Clause 38.IV hereof or if the OWNER is of the opinion that by virtue of delay by the CONTRACTOR in the execution or completion of the work or for any other cause, the value of the remaining material against which the advance has been paid is insufficient to adequately secure the outstanding balance of the advance and interest payable thereon or if allowed to continue will become inadequate to secure the same. Should the CONTRACTOR upon such notice fail to repay the OWNER the outstanding balance of the said advance, it will be open to the OWNER without further reference or notice to the CONTRACTOR to sell in whole or part(s) the materials referred to in sub-clause (d) hereof above by private contract or public tender or a combination thereof or otherwise as the OWNER deems fit, and for the purpose to exercise all powers and to sign and do all acts, deeds, matter and things.

f) List of material items of imperishable nature qualifying for sanctioning secured advance is given in Appendix-I.

I. Nothing provided in the foregoing clauses hereof shall anywise be deemed to confer any rights or entitlement on the CONTRACTOR to receive on account payments or Advance payments of any kind whatsoever, nor shall any failure or delay by the OWNER to make any advance or on account payment(s) as herein envisaged or otherwise afford the CONTRACTOR a ground or basis for extension of time for completion or otherwise relieve the CONTRACTOR from any of its/his liabilities under the Contract, it being clearly understood that these on account payments or advance payments are only by way of assistance to the CONTRACTOR.

II. The Mobilisation Advance and the materials covered by the Secured Advance shall be utilised by the CONTRACTOR solely for and in the execution of the Contract and for no other purpose, and the CONTRACTOR shall satisfy the OWNER/ Engineer-in charge in this regard whenever required, If it is found that any of the advance(s) or materials aforesaid have been utilised by the CONTRACTOR in whole or part for any other purpose or if the Contract is for any reason cancelled or terminated, the OWNER may at its

discretion recall the said advances or the uncovered portion(s) thereof, as the case may be, and without prejudice to any other right or remedy available to the OWNER recover the same by recourse to any Bank guarantee to which the OWNER may have recourse for the purpose.

APPENDIX-I

QUALIFYING/ NOT QUALIFYING FOR SECURED ADVANCE

CATEGORY A

ILLUSTRATIVE LIST OF ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED

A.1: CIVIL

I. Bricks

II. Stones

III. Finished products of brass, iron or steel such as doors and window frames

IV. Precast R.C.C. products such pipes & fittings, Jali, water storages tanks

V. Metallic doors and windows including fittings.

VI. Pipes and sanitary fittings

VII. MS/ SS Railings

VIII. MS Gratings

IX. Reinforcement bars

X. Structural steel

XI. Metallic steel sheets

XII. Metallic false ceilings

XIII. C.I. Valves, sluice gates etc.

XIV. Fencing materials-Chain link/ Barbed wire/ Steel wire mesh etc.

XV. Anchor bolts

XVI. Hydraulic door closures

A.2: ELECTRICAL

I. Steel conduits

II. G. I. Pipes

III. Switchgears (Air circuit breakers and air break switches)

IV. A.C.S.R. Conductors

V. Pumps

VI. Generating sets (without oil)

VII. G.I. Strips

VIII. Steel Light Poles (Steel)

IX. Cable trays

X. C.I. boxes

XI. A.C. Plant & Machinery

A.3: MECHANICAL

I. Structural steel

II. Plates

III. Pumps/ Motors, vessels, diesel engine, and any other mechanical equipment.

IV. S.S. foil

V. Pipes/ pipe fittings

VI. Gratings

VII. Valves, hydrants, motors

VIII. Aluminium sheets

A.4: INSTUMENTATION

I. Structural Steel

II. M.S. Sheet/ G.I. Sheets

III. Prefabricated trays

IV. Pipes/ tubes/ fittings

V. HDPE Duct

VI. Cables

CATEGORY B

ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED AFTER OBTAINING INSURANCE COVER FROM THE CONTRACTOR

B.1: CIVIL

I. Kitchen sink, wash basin, vitreous China water closet, pedestal type water closet, vitreous China urinals

II. Glazed tiles, terrazzo tiles, vitrified tiles and similar articles

III. Marble/ Granite slabs, Kota stone

IV. Plastic doors and windows

V. Finished timber products such as doors, windows, flush doors, particle boards (subject to the mandatory tests being satisfactory)

VI. Sanitary fittings and pipes of stoneware porcelain and chinaware materials

VII. Laminated fireproof glasses.

VIII. False ceiling tiles

IX. Acid proof tiles

B.2: ELECTRICAL

I. Transformers

II. Switch gears (OIL FILLED)

III. LT & HT Cables

IV. Fans

V. Storage and dry batteries

VI. Electric light fittings

VII. Flexible wires

VIII. PVC materials

IX. Rubber materials

X. Glass wools, thermocol and other insulating materials

XI. Electric heat tracing tapes

B.3: MECHANICAL

I. Wrapping and coating materials.

II. Insulation materials

B.4: INSTRUMENTATION

I. SS/ Copper tubes

II. SS/ Brass Compression fittings

III. Control/ Signal Cables

IV. Junction boxes/ Marshalling boxes

V. Control panels

CATEGORY C

ITEMS AGAINST WHICH NO SECURED ADVANCE SHOULD BE GRANTED

C.1: CIVIL

I. Glass products other than those indicated in category B

II. Sand and Moorum

III. Petrol/ Diesel

IV. Cement

Attachment-I

PROCEDURE FOR PUTTING AN AGENCY ON HOLIDAY AND BANNING LIST

DEFINITION:

"Agency" shall mean Bidder / vendor / Contractor / Supplier / Consultant of Petronet LNG Limited (PLL).

"Corrupt practice" means the offering, giving or soliciting of anything of pecuniary advantage value to improperly influence by abuse of entrusted power, the procurement process or in contract execution.

"Fraudulent practice" includes any act or omission committed by an agency / entity by misrepresenting, misleading/submitting false document and or false information or concealment of facts in order to influence the procurement process as well as during the execution of contract.

"Collusive practice" amongst bidders means a scheme or arrangement designed to establish bid prices at artificial non-competitive level and to deprive PLL of the benefit of free and open competition.

"Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improper actions of an agency, obstruction of any investigation or auditing of a procurement/contract process.

A. INTRODUCTION:

In the course of the bidding / contracting (procurement, works and service contracts), agencies (bidder(s) / vendor(s) / supplier(s) / contractor(s) / consultant(s)) are expected to adopt ethics of highest standards and a high degree of integrity, safety & quality consciousness, commitments and sincerity towards terms and conditions of the tender(s) / order (s) undertaken. Any aberration, deviation and violation from the expected behaviour of the Agencies need to be dealt appropriately by putting the Agencies on holiday or banning list for specific periods so that it becomes a deterrent for all the future transactions.

1. HOLIDAY LIST

An Agency may be put in the Holiday list in case if:

a. It has refused to accept LOA/LOI/Purchase order/contract (order value 10 Lakhs and above) after the same is issued within the period of Bid validity and as per agreed terms & conditions or,

b. The materials supplied by the Agency are found to be defective and fails to perform during its use/operation. Premature failure of the work executed by contractor/failure of equipment during the operation, and not giving the desired result as per provision of the contract or,

c. The rating of the vendor/ consultant come to be POOR as per Procedure For Evaluation Of Performance Of Vendors/ Contractors/ Consultants

d. It is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or

e. It persistently violates provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements; or

2. BANNING LIST

Any Agency can be put in the Banning list in case if:

a. if it is involved in an instance of Corrupt, Fraudulent, Collusive and Coercive practice against PLL.

b. it is involved in fraudulent activity, wilful misconduct, misrepresentation, mis-declaration, security considerations or,

c. it has indulged in any type of forgery or falsification of records; or

d. the proprietor of the firm, its employee(s), partner(s) or representative(s) is / are convicted by a court of law for offences involving moral turpitude in relation to business dealings.

e. There is strong justification for believing that the proprietor or employees or representatives of firm have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, misrepresentation, evasion or default in payment of any tax levied by law.

B. DELETED

C. Procedure To Be Followed For Irregularities Observed At Various Stages

1. Irregularities noticed during Bidding Process:

If any irregularity mentioned in Clause A.2 is observed during bidding process/ bids evaluations stage the bid of such Bidder (s), it shall be rejected after due approval from the competent authority and following the due procedure.

In case the irregularities are found to be true the EMD/ Bid security of such Bidder shall be forfeited.

2. Irregularities noticed after award of contract

(i) During execution of contract:

In case irregularities are found to be true the contract shall be suspended with immediate effect.

The Agency shall be banned / put on holiday list for future business with PLL for a period specified in Clause (D) below from the date of issue of banning / holiday order.

The PBG submitted by such agency against such order/ contract shall also be forfeited.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

In case irregularities are found to be true, the Agency shall be banned / put on holiday list for future business with PLL for a period specified in Clause (D) below from the date of issue of banning / holiday order.

The PBG submitted by such Agency against such order/ contract shall also be forfeited.

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

In case irregularities are found to be true, the Agency shall be banned / put on holiday list for future business with PLL for a period specified in Clause (D) below from the date of issue of banning / holiday order.

3. Exceptional Cases:

~~(i)~~ However, as an exception, the ongoing order(s)/ contract(s) where irregularities has been observed, the Agency may be allowed to complete the supply/ job in case of following situations:

a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and.

b) The supply/ jobs are of critical nature in terms of adverse impact on the Project Completion Schedule and or prospective revenue generation.

(ii) DELETED

(III) The Performance Bank Guarantee (PBG), of such Agency against the order (s)/ contract (s) where Agency is allowed to complete the supply/ job in above exceptional case shall not be forfeited on this ground. The contract shall be executed as per terms and conditions of the contract. However, the Agency shall be put on Banning / Holiday List from the date of banning order.

4. Effect of Banning on other ongoing Contracts/ Tenders

(i) If an Agency is put on Banning / Holiday List, such Agency should not be considered in ongoing tenders/ further tenders.

(ii) However, if such an Agency is already executing other order(s)/ contracts (s) where no irregularities are observed, the agency should be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the Contract.

D. HOLIDAY / BANNING PERIOD

(i) The Agency can be put on Holiday for a time period ranging from 6 months to 3 years. The committee examining the case shall propose the holiday period in its recommendation.

(ii) Banning period shall be reckoned from the date of banning order and shall be of 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

Attachment-II

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ CONTRACTORS/ CONSULTANTS

1 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

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

2 OBJECTIVE

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

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

3 METHODOLOGY

i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The

measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

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

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

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

4 EXCLUSIONS:

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

i) Orders/Contracts below the value of Rs. 7 Lakhs (increase value).

ii) One time Vendor/ Supplier/Contractor/ Consultant.

iii) Orders for Misc./Administrative items/ Nonstock Non valuated items.

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

5 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

5.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format- 1) for all Orders and Contracts excluding cases under para 4.0.

iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

S.No.	Performance	Action

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A. Where performance rating is “POOR”
Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday as per “Procedure for Putting an Agency on Holiday and Banning List" As mentioned elsewhere in the Tender document

i) Poor Performance due to reasons other than Quality: **One Year**

ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Holiday.

In all such cases, concerned site will put up recommendation and putting the party on Holiday list as per process defined in “Procedure for putting an agency in Holiday list and Banning list”

B. Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects except the functions of Project Manager will be performed by concerned In-charges of user Deptts. Such as Project Development, Business Development, HR, Finance, HSE etc.

5.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format attached herewith) shall be prepared for Orders by C&P and for Contracts/Services by respective Engineer-In-Charge excluding cases under para 4.0.

iii) Depending upon Performance Rating, following action need to be initiated by C&P

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A. Where performance rating is “POOR”
Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday as per “Procedure for Putting an Agency on Holiday and Banning List" As mentioned at Annexure I:

i) Poor Performance due to reasons other than Quality: **One Year**

ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

B. Where Performance rating is "FAIR"

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

FORMATS

FORMAT-1

PETRONET LNG LIMITED

PERFORMANCE RATING DATA SHEET

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Comp Performance	Quality Perform	Reliability Performance#	Total
Maximum Mark	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-

contractor due to financial constraints, then ‘0’ marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 **DELIVERY/ COMPLETION PERFORMANCE** **40 Marks**

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

1.2 **QUALITY PERFORMANCE** **40 Marks**

For Normal Cases: No Defects/ No Deviation/ No failure		40 marks
i. Rejection/Defects	Marks to be allocated prorata basis for acce Quantity as compared to Quantity for normal cases	10 marks
ii. When quality Failure en System integration and sa the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii. Number of Deviations	1. No deviation: 2. No. of deviations < 2: 3. No. of deviations > 2:	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE **20 Marks**

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

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

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1.0 INTRODUCTION

1.1 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates/Prices, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.

1.4 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard Engg. Practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the Contractor.

1.5 Order of precedence

Clause no. 2B of GCC-Works stands replaced with the following:

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- Contract Agreement
- Detailed letter of Acceptance along with its enclosures including Schedule of Rates (SOR)
- Letter of Acceptance (LOA) / Purchase Order (PO)
- Amendment to Bidding Document, if any
- Invitation for Bids/Notice Inviting Tender (IFB/NIT)
- Bid Data Sheet (BDS)
- Job Specifications
- Drawings
- Technical specifications
- Special Conditions of Contract (SCC)
- General Conditions of Contract (GCC)
- Instructions to Bidders (ITB)
- Other Documents

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexure.

2.0 LOCATION OF SITE

The Site is located at PDH-PP Project, Petronet LNG Ltd. **Dahej, District:** Bharuch, **State:** Gujarat, **PIN Code:** 392130

3.0 LAND, POWER, WATER AND OTHER FACILITIES

3.1 It is contractors' responsibility to arrange power and water at site for the construction Work and prices for the shall be included in the quoted rates. No construction power & Water shall be provided by EIL/EIC.

3.2 LAND

EIL/PLL will offer land for use of only contractor's office (Porta Cabins) inside the Plot area up to 1 months after completion of works on free of cost basis. Porta cabins may be shifted multiple times due to space constraint at site, the same shall be carried out at free of cost by the contractor. In case, contractor fails to clear the site beyond 1 months after completion of works (as defined above), the payment of final Bill and release of CPBG shall be withheld and can be done only after full vacation of site by contractor. Additionally, PLL shall charge/levy rent for occupying land inside PLL premises at twice the rate to be decided by rental formula. Decision of Engineer-In-Charge/PLL in this regard to applicability of rental charge shall be final and binding on the contractor and same will not be subject of Arbitration process. Land required for Fabrication yard, blasting & painting, batching plants, storage areas, warehouses and Lay-down area for fabrication shall be arranged by the contractor outside PLL premises. No land shall be provided for accommodation purposes to the CONTRACTOR, or the purposes of any CONTRACTOR's personnel.

3.3 General Obligations of the Contract

The Contractor shall, in performing the Contract, comply with all applicable laws.

4.0 TIME FOR COMPLETION

4.1 The work shall be executed strictly as per Time for Completion given in **ANNEXURE-I to SCC**.

4.2 The work shall be executed strictly as per time Schedule mentioned as above. The period of completion given includes the time required for mobilization as well as testing, commissioning, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-In-Charge and handing over to PLL.

4.3 The Contractor will prepare a programme of execution of work. This programme will take into account the time of completion mentioned above. The same shall be reviewed and approved by Engineer In-charge.

4.4 Monthly / Weekly execution programme will be drawn up by the Engineer-in-Charge/EIL jointly with the Contractor based on priorities and the joint programme of execution as referred to above. The Contractor shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the Contractor.

4.5 If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, PLL at its option, may terminate the contract due to Contractor's default and get the work completed from other sources at Contractor's risk & cost.

4.6 Prior to taking up fabrication / installation of any major component of work at site, the CONTRACTOR shall submit to EIL/PLL his proposed construction sequence and procedures and obtain PLL's approval in writing. This approval in no way absolves the responsibility of CONTRACTOR in accordance with the provisions of Contract.

4.7 If the CONTRACTOR's work plan necessitates a disruption / shutdown in 's operation, the plan shall be mutually discussed between EIL/PLL and CONTRACTOR and developed so as to keep such disruption / shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop / adhere such a work plan shall be to his account.

4.8 CONTRACTOR shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

4.9 The Contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

4.10 Fronts (i.e., Drawing front / Physical front (Corresponding to drawing)) shall be released to the CONTRACTOR as per **ANNEXURE – XVII TO SCC**. Extension in time of completion due to delay in release of work fronts to the CONTRACTOR shall be evaluated as per **ANNEXURE – XVII TO SCC**.

4.11 Mobilisation:

4.11.1 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.

4.11.2 The Contractor shall carry out the Mobilisation in accordance with the agreed quality standards and Applicable Laws. The Contractor shall complete Mobilisation in accordance with the terms of the Contract within the Time for Mobilisation, which is 21 days from the Date of Award.

5.0 SCOPE OF WORKS

5.1 The scope of work in general includes scope of work specified in various Technical Specifications provided in technical portion of the bidding document and Schedule of Rates (SOR) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

5.2 Scope of work shall be read in conjunction with item description of Schedule of Rates and CONTRACTOR's scope shall include all activities of work specified in the item description of Schedule of Rates.

5.3 Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

6.0 SCOPE OF SUPPLY

6.1 The scope of supply is as mentioned in Job Specifications/ Technical Specifications, Schedule of Rates etc. of Bidding Document. All materials, equipment, labour & consumables required for successful completion of work as per the description of item in Schedule of Rates shall be supplied by the CONTRACTOR and the cost of such supply shall be deemed to be included in the quoted rates without any additional liability on the part of PLL except for the material specifically covered under PLL's Scope of Supply.

6.2 All materials, equipment and components used in execution of the works under this contract must be new and unused (not reconditioned) and of recent manufacture and in no case is of date of manufacture older than one year from the date of delivery at the site. However, structural steel shall in no case be of date of manufacture older than 2 years from the date of delivery at site.

7.0 DRAWINGS AND DOCUMENTS

7.1 The drawings accompanying the Bidding Document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of EIL/PLL. However no extra claim whatsoever shall be entertained for variation in the "Approved for Construction" and "Bidding document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued / approved by the Engineer-IN-CHARGE during the course

of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the CONTRACTOR.

7.2 The drawings and documents to be submitted by the CONTRACTOR to EIL after award of the work as per the requirements enlisted in the bidding document shall be for EIL review, information and record. The CONTRACTOR shall ensure that drawings and documents submitted to EIL are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. EIL shall review the drawings/ documents within 14 days from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

7.3 All documents and drawings including those of CONTRACTORs sub-vendor's manufacturer's etc. shall be submitted to EIL, after having been fully vetted in detail, approved and co-opted by the CONTRACTOR & shall bear CONTRACTOR seal/ certifications to this effect. All documents/drawings & submissions made to EIL without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the CONTRACTOR's account.

7.4 The review of documents and drawings by EIL shall not absolve CONTRACTOR from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by EIL, CONTRACTOR shall incorporate the comments as required and ensure their compliance.

7.5 Copies of all detailed working drawing relating to the works shall be kept at the CONTRACTORs' office at the site and shall be made available to the Engineer-in-charge/PLL at any time during execution of the contract. However, no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

7.6 The CONTRACTOR shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

8.0 TERMS OF PAYMENTS

8.1 The basis and terms of payments for various items of schedule of rate, for making "On Account Payments" shall be as set out in **ANNEXURE-II to SCC**.

8.2 For all payment purposes, measurement shall be as set out in **ANNEXURE-III to SCC**.

8.3 Invoice Instructions

CONTRACTOR shall submit the following documents along with the monthly invoices. Further, any other documents required by the owner for GST compliance, if applicable, are to be provided:

A) Along with first invoice:

Following documents / details should be invariably furnished along with first invoice:

a) Copy of valid registration certificate under the GST Law.

b) Particulars required for making payment through 'Electronic Payment Mechanism'

c) Mobile No. (optional)

d) Email id.

B) Periodical / Monthly payment:

a) Invoice (i.e., Tax invoice as per relevant GST rules, indicating GST registration number and HSN and / or SAC No., Rate and amount of GST shown separately.

b) Insurance policies and proof of payment of premium (for applicable insurance under CONTRACTOR's scope)

c) Copies of challans / receipt of payments of contributions for their employees to the Authorities Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees' State Insurance Act, 1948 prescribed under the said Acts such payments along with the list showing persons employed together with emoluments paid for the purpose of provident fund deductions shall be submitted to PLL before the end of every calendar months.

d) Undertaking by the CONTRACTOR regarding compliance of all statutes.

e) Certificate by the CONTRACTOR stating labor have been paid not less than minimum wages (as applicable).

f) An undertaking that all materials, equipment and components used in execution of the works under this contract are new and unused (not reconditioned) and of recent manufacture and in no case is of date of manufacture older than one year from the date of delivery at the site. However, structural steel shall in no case be of date of manufacture older than 2 years from the date of delivery at site.

g) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the contract.

8.4 In the event of EIL/PLL is objecting to any portion of work covered by the said invoice, such objection shall be communicated to the CONTRACTOR. CONTRACTOR shall have the right to claim the payment of such amounts objected by EIL/PLL in subsequent invoice after removal of cause of such objection.

8.5 In the event of EIL/PLL noticing at any time that any amount has been disbursed wrongly to the CONTRACTOR or any other amount is due from the CONTRACTOR to PLL, PLL may without prejudice to its rights recover such amounts by other means after notifying the CONTRACTOR or deduct such amount from any payment failing due to the CONTRACTOR. The details of such recovery, if any, will be intimated to the CONTRACTOR.

8.6 Within 15 (Fifteen) Days after receipt of a Running Bill submitted in full compliance with relevant provision of Bidding Document and not more than once a month, PLL 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 to PLL's right under relevant Clause to ser off against amounts due from the Contractor. If less than the full amount of the Running Bill is paid, PLL shall state in writing the reasons for paying the lesser amount.

8.7 Contractor shall submit Original Invoice to PLL site office in a triplicate.

9.0 TAXES AND DUTIES

Refer Annexure-IV of SCC

10.0 FIRM PRICES

The contracted price shall remain firm and fixed and valid until completion of the contract and shall not be subjected to escalation for any reason what so ever, except as specified below. However, the final value of the Contract shall be arrived at based on the itemwise quantities executed by the Contractor, duly certified and accepted by the Engineer-in-charge within the provisions of the Contract.

10.1 VARIATION DUE TO TAXES & DUTIES

For variation in taxes and duties Annexure-IV of SCC.

10.2 VARIATION DUE TO STEEL PRICE ESCALATION: NOT APPLICABLE

11.0 SITE ORGANISATION

The CONTRACTOR shall without prejudice to his overall responsibilities and liabilities to provide adequate qualified and skilled personnel on the work including Key Construction Personnel as per **ANNEXURE-V to SCC** and shall deploy site organization and augment the same as decided by the ENGINEER-IN-CHARGE depending on the exigencies of work.

Qualification and Experience of Key Construction Personnel and penalty for their non-mobilization shall be as per document no. 7-82-0003 (enclosed as **ANNEXURE-VI to SCC**).

In addition to this, CONTRACTOR shall deploy Safety Supervisors to ensure safer working conditions at site. In case where the works are further sub-contracted by the CONTRACTOR, Safety Supervisors are to be provided by the Sub-CONTRACTORs.

12.0 QUALITY MANAGEMENT SYSTEM

The CONTRACTOR shall adhere to the quality assurance system as per Specification No. **6-78-0001** enclosed as per **ANNEXURE-VII to SCC.** After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.

13.0 PROTECTION OF EXISTING FACILITIES

CONTRACTOR shall obtain full details of all existing and planned underground services from EIL/PLL and shall follow these closely at all times during the performance of work. CONTRACTOR shall be responsible for location and protection of all undergound and aboveground pipelines, power and OFC cables, roads, canals, cables, culverts, bridges, drains, sewer, telegraph and telephone lines, water mains, dykes, poles, pillars, fences, wires, supports and embankments and other underground or over ground works, structural or constructions whatsoever at his own cost.

Despite all precautions, should any damage to any structure / utility etc. occur, the CONTRACTOR shall contact EIL/PLL and CONTRACTOR shall forthwith carry out repair at his expenses under the direction and to the satisfaction of Engineer- in-Charge. If the same is not attended by the CONTRACTOR within the said time period, will be get done at panel rates through other agency at CONTRACTOR‘s risk and cost.

CONTRACTOR shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during construction.

14.0 UNDERGROUND AND OVERHEAD STRUCTURES

Engineers-in-Charge/ PLL shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the CONTRACTOR. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified PLL from and against any destruction thereof or damages thereto. CONTRACTOR shall conduct their own survey (if required) and use their information to avoid damage in existing facilities/structures etc. Moreover, CONTRACTOR shall prepare drawing showing all the above stated details accurately and submit to Engineer-in-Charge. No extra payment shall be made on this account. The contract price/ item rates are deemed to be inclusive of the costs towards this activity.

Should any damage be done by the CONTRACTOR to any mains, pipes, cables or lines (whether above or below ground etc.), whether or not shown on the drawings the CONTRACTOR shall make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge/PLL.

15.0 COORDINATION WITH OTHER AGENCIES

CONTRACTOR shall be responsible for proper coordination with other agencies operating

at the site of work so that work may be carried out concurrently, without any hindrance to others. The ENGINEER-IN-CHARGE shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.

If and when required for the coordination of the works with other agencies involved at site, the Contractor shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

16.0 MECHANISATION OF CONSTRUCTION ACTIVITIES AND MOBILISATION OF CONSTRUCTION EQUIPMENT

16.1 MECHANISATION OF CONSTRUCTION ACTIVITIES

16.1.1 The CONTRACTOR shall mechanise the construction activities to the maximum extent by deploying all necessary construction equipment/ machinery in adequate numbers and capacities.

16.1.2 For speedy execution of work, CONTRACTOR shall also ensure use of computer software for at least the following:

(i) Billing
(ii) Planning & Scheduling
(iii) Progress Reporting
(iv) Material Control & Warehousing
(v) Safety Records
(vi) Resource Deployment
(vii) Communication

CONTRACTOR further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that PLL in this regard shall entertain no claim whatsoever.

16.1.3 MOBILISATION OF CONSTRUCTION EQUIPMENTS

The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time for completion, progressively deploy Key Construction equipment & tools and further augment the same depending on the exigencies of work as per **ANNEXURE-VIII to SCC** and as decided by the ENGINEER-IN-CHARGE so as to suit the construction schedule within scheduled completion date without any additional cost to PLL.

Modular concepts & prefabrication & pre-cast methods to the extent the same adds value in terms of quality, safety & cost effectiveness & other techniques for fast tracking the implementation during construction shall be adopted with the approval of Engineer-in Charge

It is expressly understood that breakdowns of CONTRACTOR's Constructional Plant and Equipment during the execution of works shall not be regarded as physical conditions which could not have reasonably been foreseen by the CONTRACTOR and as such, the cost of such breakdowns and any resultant delays and costs thereof will be to CONTRACTOR's account, unless such breakdown are caused by an event of Force Majeure.

The CONTRACTOR shall ensure that the Construction Plant and Equipment brought by him to the site are in good working condition.

The CONTRACTOR shall schedule repair and maintenance of his constructional plant and equipment in such a way that constructional plant and equipment breakdown will not delay completion of works beyond the scheduled completion date. If the CONTRACTOR's constructional plant and equipment experience breakdown of such frequency and type that delay in completion of the works beyond the scheduled completion date is probable, the CONTRACTOR shall take immediate action, and replace such constructional plant and equipment and / or mobilise suitable constructional plant and equipment in a timely manner

at no additional cost to PLL so as to prevent delay in completion beyond the scheduled completion date.

If due to the occurrence of breakdown to CONTRACTOR's constructional plant and equipment, the execution of works is suspended or adversely affected for a period of 30 continuous days and the CONTRACTOR has not taken any appropriate action to remedy the condition to the satisfaction of Engineer-in-Charge, PLL may enforce the provisions of Termination and / or PRS clause.

16.1.4 EMPLOYMENT OF LOCAL LABOUR

PLL desires to maximise the deployment of local labour (skilled / semi-skilled / unskilled) and to that effect CONTRACTORs are required to make special efforts so as to deploy locally available manpower to the extent possible. This is required to improve the employment opportunities for local youth and bring economic well-being in the region. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.

The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

17.0 ROYALTY

CONTRACTOR's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, PLL is able to obtain the exemption of Royalty from the State Government, the CONTRACTOR shall pass on the same to PLL for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the CONTRACTOR at no extra cost to the PLL.

18.0 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITE

Calibration Requirements of Monitoring and Measuring Devices at Construction Site shall be as per Document No. 7-82-0002 (enclosed herewith as **ANNEXURE-IX to SCC**).

19.0 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

19.1 Free Issue Materials (FIM), if any, shall be issued from EIL/PLL's stores/yard or other issue points of PLL.

It shall be the responsibility of the Contractor at his own risks and Costs to take delivery of the Free Issue Materials from EIL/PLL's stores or other issue points of PLL and to arrange for its loading, transportation to the Site and unloading at the Site or other place of storage.

Upon taking the delivery of FIM, the risks in respect of Free Issue Materials shall be with the Contractor. However, the ownership in respect of all the Free Issue Materials shall at all times be and remain with PLL.

19.2 Every month, CONTRACTOR shall submit an account for all materials issued by EIL/ PLL in the proforma prescribed by the Engineer-in-Charge along with RA bill. On completion of work the CONTRACTOR shall submit "Material Appropriation Statement" for all materials issued by the EIL/PLL.

19.3 Wherever materials are under CONTRACTOR's scope of supply whether part or in full for any item of work covered under SOR, no allowances towards wastage/scrap etc. shall be accounted for.

19.4 The conditions for issue of materials by EIL/PLL and reconciliation of such materials shall be as per specification No. 7-82-0001 attached herewith as **Annexure-X to SCC**. This shall not be applicable for the materials supplied by CONTRACTOR.

20.0 DISPOSAL OF SURPLUS, SCRAP AND DEBRIS BY CONTRACTOR:

20.1 CONTRACTOR shall also handover the scrap and surplus bulk materials (FIM) and provide a list of surplus bulk materials with proper material code etc to EIL/PLL along with proper records related to CONTRACTOR's material code, item description and inspection test certificates. The Contractor shall not dump any material in the vicinity of the existing facilities of the PLL or the facilities which are being installed under the Contract. Construction waste, surplus earth etc shall be disposed outside the plant at a safe designated place identified by PLL. CONTRACTOR to take necessary approvals from the statutory authorities for such disposal. All contractor supplied surplus material and scrap generated during execution of work shall be contractor's property and contractor shall be allowed to take the same outside Project site. All dismantled material which is PLL's property shall be transported to PLL stores/ complex after weighing the same through PLL Weigh Bridge by CONTRACTOR.

21.0 ENTRY PASSES, GATE PASSES AND WORK PERMITS

21.1 CONTRACTOR shall comply with PLL's work permit system, gate pass system for staff, labour and materials, Vehicle permit system/ rules prevailing at the project site. All such prevailing rules and regulations are to be complied by CONTRACTORs without any time and cost impact to PLL.

21.2 WORKING HOURS

CONTRACTOR shall follow PLL rules & regulation for working hours and shall obtain due permissions from EIL/PLL under such enactment wherever required. CONTRACTOR shall solely be responsible for any infringements and consequential penalties or payments. The working in operational area shall be allowed between sunrises to sunset hours. Hot / cold work permits against specific safety conditions shall be required to be obtained by CONTRACTOR in advance as per guidelines of PLL's Dahej Plant authorities.

Normally CONTRACTOR shall be allowed to work on 7 days a week. For carrying out work beyond working hours; and on Sunday and holidays, CONTRACTOR shall approach the Engineer-In-charge or his authorized representative and obtain his prior written permission and permits.

Work Under Petchem Complex/ area does not have any restriction from Owner subject to meeting the applicable regulatory/statutory requirements. However, ISBL (In Side Battery Limit) in existing LNG Terminal area shall have restrictions. Work timings shall be from 0900hrs to 1700hrs only and can be extended based on working conditions with prior intimation and approvals. Work Permit shall be obtained by Contractor before start of job.

It shall be clearly understood that such overtime working of CONTRACTOR's personnel and equipment deployment therefore shall solely be to the cost and account of CONTRACTOR and PLL shall in no way be responsible to compensate him for the same. No extra claim shall be entertained by PLL on any account.

CONTRACTOR shall be ready to arrange for additional manpower and machinery for the work in late evenings / night hours if required and ordered by EIL/ PLL for completion of work as per the permissions given by Plant authorities.

21.3 IDENTITY CARDS

21.3.1 CONTRACTOR shall ensure that the proper identification cards are issued by CONTRACTOR or its Sub-CONTRACTOR to their employees/ workers to be deputed by him for the work, duly signed by the CONTRACTOR or an authorized person on behalf of the CONTRACTOR.

21.4 GATE PASSES

21.4.1 PLL will issue entry passes to employees/ workers of the CONTRACTOR on a written request from the CONTRACTOR, after police verification by Contractor.

21.4.2 It shall be the responsibility of the CONTRACTOR to fully comply with the following Security Provisions:

(i) Entry/Access to any field / facility is governed by rules & regulations formulated from time to time by the Government of India and / or its concerned departments / agencies, which are binding on the PLL and CONTRACTORs, etc. All such rules and regulations (including amendments if any) are to be complied without any time and cost impact to PLL. The present requirements in this regard are as follows:

For all the personnel (Indian/Foreigners) of CONTRACTOR and/or their Sub-Contractors, the Procedure for security clearance as listed below will have to be strictly followed/complied with before entering the Work Site. Any subsequent changes/modifications as may be issued from time to time in this regard shall also have to be duly complied without any time and cost impact to PLL.

PLL security section has right to deny permission to any person to go to the Site in case either the required procedures are not complied with or any person comes without stipulated advance notice, and in that case PLL will not be liable for any cost and time impact.

Duty/ Entry Passes for all the personnel are to be obtained well in advance from the Security Section of PLL after providing the prescribed Declaration Forms along with 2 stamp size photographs in respect of each person.

(a) Indian nationals: Before mobilising/ deputing CONTRACTOR's persons (Indian nationals) at Site and/or its Sub-Contractor/ Vendor representative, etc. CONTRACTOR will submit minimum 2 weeks in advance a complete list of the persons along with necessary police verification to enable PLL's security section to issue necessary non employee duty (NED) passes without which no person of CONTRACTOR/ further Sub-Contractor or vendor is allowed to proceed to Site.

(b) For Foreign nationals: At least 4 weeks in advance the CONTRACTOR will submit for obtaining necessary clearances from Ministry of Home Affairs (MHA) etc. a list of all foreign nationals required to be mobilised to site. Following information shall be provided:

i. Full Name
ii. Passport No. date and place of issue
iii. Nationality
iv. Date of Birth
v. Parentage
vi. Present Address
vii. Permanent Address
viii. Validity of the passport
ix. Details of the visa
x. Date visited India last
xi. Purpose
xii. Duration of the last visit and
xiii. Occupation.

CONTRACTOR is to ensure that only such expatriates who are having valid passports and valid business visas are deployed for work under the Contract. Expatriates having Tourists visas are not permitted to work at site.

CONTRACTOR's personnel (crew/workers) should not be in possession of any personal camera/photography materials, Arms/ ammunition, liquor, prohibited drugs etc.

All duty/ entry passes issued for the Construction activities should be surrendered to security section of PLL promptly after construction activities are over in a particular working season.

CONTRACTOR is to ensure that all the personnel engaged by them abide by the Security & Discipline Rules prescribed from time to time by the Security Section of PLL.

(ii) The schedule(s) prescribed in the foregoing paras for advance submission of details regarding personnel clearance is indicative only as the clearances are to be accorded by the concerned departments of the Govt. of India. Hence PLL will not be liable for any time & cost impact due to any delays on this account or due to change of procedures etc. in this regard.

21.4.3 PROCEDURE FOR GATE PASS

21.4.3.1. General Instructions: -

a) Production of any form of Identity card is essential for all contractual personnel for issue of entry passes.

b) Intimation for obtaining gate pass shall be provided to engineer in charge at least 3 days in advance on contractor's letter head.

c) Bar Coded pass with coloured photograph shall be issued.

d) Safety video to be seen and declaration to be signed by contractual personnel.

21.4.3.2. Passes up to 30 days (contract personnel)

a) Countersigned by Dy. Manager or above of user department and approved by Chief Manager/Controller of the Contract.

b) Character & antecedent form duly filled and countersigned by HOD will be submitted for each personnel.

c) Passes will be issued only on receipt of Local police verification & Medical Report.

d) Safety training is must for issue of passes upto one month.

e) Job specific safety training declaration shall be verified by HSE and certified by respective Chief Managers/Controller of the contract as per format.

f) Bar Coded pass with coloured photograph shall be issued.

21.4.3.3. Passes for more than 30 days and up to 90 days (contract personnel)

a) Details of persons will be submitted on contractor's letter head.

b) Countersigned by Dy. Manager or above of user department and approved by Chief Manager/Controller of the Contract.

c) Character & antecedent form duly filled and countersigned by HOD will be submitted for each personnel

d) Passes will be issued only on receipt of Home town police verification & Medical Report.

e) Safety training is must for issue of permanent passes.

f) Job specific safety training declaration shall be verified by HSE and certified by respective Chief Managers/Controller of the contract as per format.

g) Requisition for cancellation of passes will be approved by HOD.

h) Bar Coded pass with coloured photograph shall be issued.

21.4.3.4. Approval for entry of Vehicle inside Operational Area / All Area

a) Requisition for vehicle entry by Contractor/ user department and recommended by Engineer & above of user department.

b) On receipt of requisition, Control room shall issue Permit for operational area/All area.

c) Permit consisting of Red and white pages shall be brought to the security supervisor and documents related to registration certificate, insurance, PUC, driver's license shall be checked.

d) Details of RC book, Insurance, Driving license shall be filled in the checklist by security supervisor after verifying these documents.

e) Photocopy of valid RC book and Insurance shall be accepted; however the Driving License shall be in original.

f) On verification of above documents by security supervisor, vehicle requisition and permit shall be signed by DSO.

g) Vehicle shall be allowed to enter the plant after fitting spark arrestor and carrying out security checks. Spark arrestor shall be deposited back while vehicle leaves the Terminal.

h) On exit of vehicle, red page of permit will be deposited with MCR and white page with security Department.

i) Only diesel-powered vehicle is allowed inside the terminal. No Petrol/CNG powered vehicle is allowed inside the terminal.

21.4.3.5. Approval for entry of Vehicle inside Non-Operational Area

a) Requisition for vehicle entry by Contractor/ user department and recommended by Engineer and above of user Department.

b) Requisition shall be countersigned by DSO.

c) Details of RC book, Insurance, Driving license shall be filled in the checklist by security supervisor after verifying these documents.

d) Photocopy of valid RC book and Insurance shall be accepted; however, the Driving License shall be in original.

e) Security department shall issue permit consisting of yellow and white pages.

f) On verification of above documents by security supervisor, permit shall be signed by DSO.

g) Vehicle shall be allowed to enter the plant after fitting spark arrestor and carrying out security checks. Spark arrestor shall be deposited back while vehicle leaves the Terminal.

h) On exit of vehicle, yellow page of permit shall be deposited with security department.

i) Only diesel-powered vehicle is allowed inside the terminal. No Petrol/CNG powered vehicle is allowed inside the terminal.

NOTE: ALL THE PERSONNELS SHALL CARRY HOMETOWN POLICE VERIFICATION FOR THE PURPOSE OF ISSUE OF GATE PASS. NO DEVIATION IN THIS REGARDS SHALL BE ACCEPTABLE.

22.0 CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT:

Clause No. 6.0 of GCC regarding Contract Performance Bank Guarantee / Security Deposit is modified to the following extent:

22.1. The Contractor shall within 30 days of issue of LOA, deposit with the company an interest free Security Deposit (SD) in favour of PLL for an amount equivalent to 10% of the contract value in the form of Bank draft/ Pay Order/ Bank Guarantee, valid upto contract period plus defect liability period plus three months claim period.

Contract value for purpose of Security deposit shall include all taxes & duties included in the Contractor's contract value (excluding GST).

If the Security Deposit is submitted in the form of Bank Guarantee, the bank guarantee towards security deposit shall be from a **"Acceptable Bank"** (Refer BDS) and kept valid up to contract period plus defect liability period plus Three months for claim period. BGs shall be submitted as per the format included in the Bidding document.

22.2. DELETED.

22.3. In the event, if Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Bank Guarantee towards SD shall be increased proportionately by the Contractor within 7 (Seven) Days to ensure that it remains valid for an amount which is equivalent to 10% of the revised Contract Price, as determined by the engineer-in-Charge, else amount equivalent to the 10% of such differential between estimated original contract price and executed contract price shall be withheld/ deducted from the RA bills on account of increase in the extent of Security Deposit.

22.4. If the Contractor fails to provide, maintain or renew the Security Deposit in accordance with the Contract, then PLL may, without prejudice to any other rights and remedies, to which it may be entitled, by giving written notice, terminate the Contract forthwith.

22.5. In case, Works are divided into parts, the Contractor shall have the option to submit separate partwise (i.e., Part A and Part B) CPBG for the Works.

Note: In case of forfeiture of PBG, the forfeited amount will be considered inclusive of tax and tax invoice (if applicable) will be issued by PLL. The forfeiture amount will be subject to final decision of PLL based on other terms and conditions of order/ contract.

23.0 REQUIREMENTS FOR DOCUMENTATION

23.1. The CONTRACTOR shall adhere to the requirements for Documentation as per Specification no. 6-78-002 attached as **Annexure- XI to SCC**.

23.2. Following essential Record shall be maintained by Contractor:

- Daily Progress Report
- Maintenance of Hindrance Register
- Cement Consumption Register
- Pile Bore Logs
- Pour cards
- Gate Passes for Steel & Other material entry
- Scrap Reconciliation report
- Survey Field Note Books certification
- Maintenance & Certification of Cube test reports
- Safety Register
- Measurement Book
- Lab Test reports
- Drawings Control register
- Deviation Permits / Cost Benefit calculation, review of contractor documents & recommendation
- Seigniorage records maintenance, reconciliation, Follow up with contractors for MRC, etc.
- Bar Bending Schedule
  - Daily Attendance Register
  - Records of payments of ESI, EPF, Insurance, etc.
  - Details of Safe Manhours

24.0 OTHERS

24.1. GENERAL ENVIRONMENT REQUIREMENT

The CONTRACTOR has to ensure efficient use of natural resources like water, fuel oil and lubricants. The CONTRACTOR should ensure proper awareness to workers to maintain a green and clean environment inside/outside the plant.

The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose.

24.2. GUIDELINE FOR WORKING AT SITE

24.2.1. Contractor shall nominate one Contractor's Representative, for all communication and coordination with Engineer-in-Charge. If required by Engineer-in-charge, the Contractor's Representative should be available on holidays also.

24.2.2. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. Contractor shall provide medical fitness certificate of employees from a registered medical practitioner.

24.2.3. The contractor shall deploy personnel with no past criminal record. Necessary police verification certificate shall be submitted.

24.2.4. No employee or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change/replace him failing which PLL may terminate the contract

24.2.5. The contractor shall provide one pair of safety shoes, Reflective Jacket and one safety helmet to each of contractor's employee on duty. The contractor shall ensure that all his employees wear safety shoes and helmet while on duty. Also, job specific PPEs shall be provided by Contractor based on the nature of job.

24.2.6. The contractor shall maintain all the records with regard to daily attendance, leave card & register, pay register, PF records and medical examination records of all employees working under him as per Factory Act & Gujarat Factory Act. All records shall be submitted to PLL along with monthly RA bill and to be presented as and when asked for.

24.2.7. All employees along with the supervisor shall attend safety briefing by EIL/PLL Safety Engineer regarding various safety aspects inside the terminal. All existing and amended safety and fire rules of PLL shall be followed by the contractor and his personnel within the premises of Terminal. Before starting any job inside the terminal, contractor's supervisor and his employees shall fully understand the safety precautions, as being told by ENGINEER-IN-CHARGE & Safety Engineer, to be undertaken on the job and shall strictly abide them.

24.2.8. Instructions of ENGINEER-IN-CHARGE are to be followed by the contractor. The contractor shall cooperate and coordinate with Shift -In-charge for round the clock duties.

24.2.9. In case of emergency, Instructions of Shift In-charge are to be complied with.

24.2.10. No job shall be started without the desired work permit from PLL inside the terminal. Different type of jobs required different type of work permits. So, accordingly work permit planning is to be shared by the contractor at least one day in advance to line up and meet the requirements of the site. JSA/HIRA is mandatory for all non-routine/critical jobs and shall be adhered accordingly. All work permits shall be signed by Field operator for clearance for job execution.

24.2.11. Different type of work permit used in the PLL for LNG Terminal are as follows:

Sr.No.	Type of Permit	Type of job	Clearance required
1	Cold work permit	Civil work, etc.	-----
2	Hot Work permit	Welding cutting, grinding, etc.	SIC / HSE Engineer
3	Hot work – LNG / NG	For jobs involving NG/LNG	SIC / Head-HSE
4	Height work	For work at height	SIC / HSE Engineer
5	Confined space entry permit	Entry into manhole, SCV, etc.	SIC / Head-HSE
6	Excavation permit	Excavation jobs (Job to be informed at least 1 week to 10 days before planned start of job)	Electrical Engineer, IT Engineer, Instrumentation Engineer, Civil Engineer, Fire Engineer & Security & HSE Engineer
7	Vehicle entry permit	For vehicle entry inside the terminal	SIC / HSE Engineer & Security Engineer
8	Camera use permit- Ex proof or non-ex proof camera	For taking photographs inside the terminal	SIC / Head-HSE
9	Electrical Isolation / energization permit	For maintenance purpose	SIC

24.2.12. Some of the safety precautions that are especially applicable for construction under Permit System are as follows:

a) Nearby sources of gas releases (like drains, sewer, vents etc.) need to be well protected

b) Means of confining and quenching of sparks, slags etc. are to be ensured.

c) Continuous monitoring of working environment for presence of unwanted vapour/ gas shall be done; besides taking help of instruments like gas detectors. Contractor shall ensure adequate number of LEL meters for continuous monitoring.

d) System of renewal of permit-to-work (PTW) or its suspension due to unfavourable working environment needs to be enforced.

e) Permit is usually given for day light or extended hours working.

f) As mentioned above, PLL's safety management system will govern the actual control of such activities.

g) All electrical tools and equipment's of the contractor shall be inspected by the PLL electrical representative, if working in the terminal. Contractor to ensure that all the electrical tools and equipment shall be fit for Industrial use with safety protections.

h) Any scaffold erected inside the terminal shall be used only after inspection clearance by PLL HSE representative and if found satisfactory, green tag will be issued.

24.3. SITE CLEANING

In addition to the provisions mentioned elsewhere in the Bidding Document, the Contractor shall also comply with the following:

- The CONTRACTOR shall clear the site of work simultaneously as the work proceeds on daily basis failing which the same shall be got cleared by EIL/PLL at the risk and cost of CONTRACTOR by giving him one day notice.
- If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the ENGINEER-IN-CHARGE and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the CONTRACTOR's risk and cost to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.
- The CONTRACTOR shall be the custodian of the dismantled materials till PLL takes charge thereof.
- The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to area outside the PLL Complex as decided by the PLL/ Engineer-in-Charge in line with clause no. 20 above.
- The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.
- No extra payment shall be paid on this account.

25.0 ELECTRICAL CONTRACTOR'S LICENSE

25.1. The CONTRACTOR or its nominated Sub-Contractor(s), as the case may be, shall have a valid electrical contractor's license and valid Electrical Supervisor Licence for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to ENGINEER-IN-CHARGE before commencement of any electrical work or work pertaining to Electrical System.

25.2. No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License and valid Electrical Supervisor Licence being produced by the CONTRACTOR or his nominated Sub-Contractor, as the case may be, intending to execute the work.

26.0 MAKE OF MATERIALS

26.1 The materials required to be supplied by the CONTRACTOR under this contract shall be procured only from EIL approved vendors. Where the makes of materials are not indicated in the Bidding document, CONTRACTOR shall furnish the details of makes and shall obtain prior approval of ENGINEER-IN-CHARGE of vendors / sub-vendors before placing order.

27.0 PROCUREMENT OF TMT BARS, CEMENT AND STRUCTURAL STEEL BY CONTRACTOR

27.1. The CONTRACTOR shall purchase TMT Bars, Structural Steel and Cement as per the provisions defined in **ANNEXURE-XII**.

28.0 CERTIFICATE OF VERIFICATION AND GOOD CONDITION

28.1. TEST CERTIFICATES

Bidder shall be required to submit recent test certificates for the material being used in works from the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

CONTRACTOR shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the

materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of CONTRACTOR.

The CONTRACTOR shall, before supply of material covered within the scope of supply, at his own risks, costs and initiative, undertake or cause to be undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specification and any codes, practices, orders and instructions with respect thereto and shall cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material(s) which has / have not passed such tests / analysis or inspection and which are not accompanied by the tests results, reports and / or certificates in this behalf provided in the applicable specifications, code(s) and / or practices.

A certificate of verification and good condition in respect of such material shall be issued by CONTRACTOR and shall accompany the invoice raised for the respective material

28.2. SAMPLES OF MATERIALS

The CONTRACTOR shall submit to the ENGINEER-IN-CHARGE samples of all materials/ to be used in the work for approval before bringing bulk supplies and before commencing the work. These approved samples shall be preserved and retained in the custody of the ENGINEER-IN-CHARGE as standard of materials till the completion of the work. The cost of such samples shall be borne by the CONTRACTOR and nothing shall be payable on this account.

Sub-standard Material/ Work: In case any material/ work is found sub-standard the same shall be rejected by the ENGINEER-IN-CHARGE and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the ENGINEER-IN-CHARGE at the risk and cost of the CONTRACTOR without giving any further notice and time.

Testing of Materials: Even ISI marked materials may be subjected to quality test at the discretion of the ENGINEER-IN-CHARGE besides testing of other materials as per the specifications described for the item/ material. Whenever ISI marked materials are brought to the site of work the CONTRACTOR shall, if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the CONTRACTOR for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/ or the work done.

The CONTRACTOR shall arrange carrying out of all tests required under the Contract through the laboratory as approved by the Engineer-in-Charge. The cost of tests shall be borne by the CONTRACTOR. In addition CONTRACTOR shall establish a laboratory at site of work at his own cost. The laboratory shall be equipped with all necessary equipment as per requirement of specification or as per direction of Engineer-in-Charge. Establishing the laboratory at site shall not absolve the CONTRACTOR from fulfilling the criteria of getting the test done in independent Lab. The decision of the ENGINEER-IN-CHARGE of allowing any test in the site laboratory or any other laboratory shall be final.

Before execution of finishing items like plaster, flooring & painting etc, the CONTRACTOR shall make samples for finishing items and get the approval well in advance from the Engineer-in-Charge.

In addition to any other provisions in the contract documents for analysis or tests of materials, the CONTRACTOR shall, if so required by the ENGINEER-IN-CHARGE or inspection agency in writing at Contractor risks and costs, analyse, test, prove and weigh all materials (including materials incorporated in the works) required to be analysed, tested, proved, and / or weighed by the ENGINEER-IN-CHARGE or inspection agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the Engineer-In –Charge or Inspection agency. The CONTRACTOR shall provide all equipment, labour, materials, and other things whatsoever required for testing, preparation of the samples, measurement of work and / or proof of weighment of the

materials as directed by the ENGINEER-IN-CHARGE or Inspection agency.

If on inspection of proof, analysis or tests as aforesaid the ENGINEER-IN-CHARGE or Inspection agency is prima facie satisfied that the material received is in conformity with the material requirements of the Bill of materials and description given in the Shipping documents and in the CONTRACTOR's invoices in this behalf and that the test reports / results / certificates given in respect thereof are prima facie in conformity with the relevant result / reports / certificates required in respect thereof in terms of the specifications and / or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the Engineer-In-Charge/TPI agency (in such cases) shall issue to CONTRACTOR, a certificate of verification and good condition in respect of such material.

Such certificate in such cases is only intended to satisfy PLL that prima facie the material supplied by the CONTRACTOR is in order and shall not anywise absolve the CONTRACTOR of his / its full responsibility under the contract in relation thereto including in relation to specification fulfilment and / or performance or other guarantees.

28.3. INSPECTION OF SUPPLY ITEMS / MATERIALS

28.3.1. The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of this bidding document and the technical documents that will be furnished to him during the performance of the work.

28.3.2. All the tests either on the field or at outside laboratories concerning the execution of the work by the CONTRACTOR shall be carried out by CONTRACTOR at his own cost.

28.3.3. The work is subject to inspection at all times by the Engineer-in-Charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

28.3.4. The CONTRACTOR shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

28.3.5. Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carryout the rectifications at his own cost.

28.3.6. All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

28.3.7. Statutory fees / cost relating to inspection authorities including IBR authorities, repeat tests and inspection due to failures, repairs etc. such reasons attributable to the CONTRACTOR, shall be borne by the CONTRACTOR.

28.3.8. Inspection and acceptance of work shall not relieve the CONTRACTOR from any of his responsibilities under this Contract.

28.3.9. All Procured items shall be inspected throughout the phases of manufacturing from raw materials to finished product by TPIA as per the requirement of technical section and QAP/ITP. All the expenses incurred towards the inspection and testing shall be borne by the CONTRACTOR and shall be considered as included in the total contract value. The Contractor & Supplier shall maintain an effective Quality Assurance System, to ensure that all materials supplied for the Project meet the required Quality standards and specifications. The list of approved TPI agency as below:

a) M/s TUV SUD South Asia Pvt Ltd.
b) M/s TUV Rheinland (India) Pvt. Ltd.
c) M/s TUV India Pvt. Ltd. / TUV Nord Group (TUV)
d) M/s Apave Assessments India Pvt. Ltd. (AAIPL)
e) M/s VCS Quality Services Pvt Ltd

f) M/s DNV
g) M/s IR Class Systems and Solutions Pvt Ltd
h) M/s Projects & Development India Ltd (PDIL)
i) M/s Tata Projects Ltd
j) M/s Llyods Register (LRS)
k) M/s Bureau Veritas (BV)
l) M/s SociétéGénérale de Surveillance (SGS)
m) M/s Gulf Lloyds Industrial Services (GLI)
n) M/s International Certification Services (ICS)
o) M/s Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
p) M/s Intertek India Pvt. Ltd.
q) M/s Moody International (Moody)
r) M/s RINA India Pvt. Ltd.
s) M/s Competent Inspectorate and Consultants LLP
t) M/s ABS Industrial Verification (India) Pvt. Ltd.
u) M/s Certification Engineers International Ltd (CEIL)
v) M/s SGS India Pvt Ltd

28.4. FINAL INSPECTION

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to CONTRACTOR, the CONTRACTOR at his own cost shall attend these, as and when EIL/PLL brings them to his notice. EIL/PLL shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR if CONTRACTOR fails to attend to these defects immediately.

29.0 MISCONDUCT

29.1. EIL/PLL may at any time object to and require the CONTRACTOR to remove forthwith from the Site a supervisor or any other authorised representative or employee of the CONTRACTOR's Sub-Contractor(s) or any person(s) deployed by CONTRACTOR or his Sub-Contractor(s), if, in the opinion of PLL's, the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the PLL, the CONTRACTOR shall forthwith remove and shall not again deploy the person in question of the Work / Site without the written consent of the PLL.

29.2. EIL/ PLL may at any time request the CONTRACTOR to remove from the Work/Site CONTRACTOR's supervisor or any other authorised representative including any employee of the CONTRACTOR or his further Sub-Contractor(s) or any person(s) deployed by CONTRACTOR or his further Sub-Contractor(s) for professional incompetence or negligence or for being deployed for work for which he is not suited. The CONTRACTOR shall consider the PLL request and may accede to or dis-regard it. PLL, having made a request as aforesaid in the case of any person, which the CONTRACTOR has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the CONTRACTOR to remove that person from deployment on the Works which the CONTRACTOR shall then forthwith do and shall not again deploy any person so objected to on the Works or on the sort of work in question (as the case may be) without the written consent of the PLL.

29.3. The CONTRACTOR shall promptly replace every person removed, pursuant to this section, with a competent substitute.

30.0 RESPONSIBILITY OF CONTRACTOR

30.1 In addition to the provisions of relevant clause of General Conditions of Contract (GCC) and associated provisions thereof, the CONTRACTOR shall also comply with the following:

i) It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

ii) Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

iii) The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his rates for execution of work will be inclusive of supply of all these items.

iv) CONTRACTOR should ensure following facilities at construction site during execution of job without any additional charge to PLL:

a) Sanitation facility by arrangement of Mobile toilet etc.

b) Suitable drinking Water facility

c) Temporary shelters in form of temporary shed

31.0 FACILITIES FOR WORKMEN

31.1. The CONTRACTOR shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.

31.2. The CONTRACTOR shall provide at Site adequate supply of drinking water.

31.3. If any illness of an epidemic nature breaks out, the CONTRACTOR shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.

31.4. The CONTRACTOR shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbour-hood of the work.

31.5. Medical facilities/First aid facilities to be arranged by CONTRACTOR for workmen to handle any medical emergencies

31.6. The CONTRACTOR shall ensure that the above provisions are complied with by his SUB-Contractors also.

32.0 FURTHER SUB-CONTRACTING

In additional to Clause no. 12.0 of GCC, following shall also be applicable:

32.1. SUBCONTRACT

32.1.1. CONTRACTOR may further sub-contract construction work, to the sub-contractor(s) having prior proven experience of similar WORK and on specific approval by EIL/PLL after award of WORK.

32.1.2. Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the EIL/PLL for approval the details of further sub-contractors as per **ANNEXURE- XIII** to these Special Conditions of Contract. CONTRACTOR shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.

32.1.3. The list of further construction sub-contractors proposed in the Bids by the Bidders shall be considered as indicative only. However, this shall not apply to the sub-contractors whose experience has been considered for qualification, wherever permitted, as per the Notice for Invitation for Bids (IFB).

32.1.4. The CONTRACTOR shall deploy all manpower relating to works at site, i.e., Project Manager, Quality Control Engineers for various disciplines, Planning Engineers and Front Line supervisors for Civil, Mechanical, Piping, Electrical and Instrumentation works, as applicable from his Organization. Sub-contracting of above manpower requirement shall not be permitted under any circumstances.

33.0 OTHERS MODIFICATION TO GCC

33.1. Defect Liability Period:

33.1.1. Clause No. 19 of GCC stands modified to the extent as follows:

The Defect Liability Period for Mechanical, Electrical and Instrumentation works shall be 12 (twelve) months from the date of Commissioning or 18 Months from the date of Mechanical Completion as mentioned in the Completion Certificate, whichever is earlier. For all other works, the defect liability period shall be 12 (Twelve) months from the date of Work Completion as mentioned in the Completion Certificate.

The Contractor warrants that during the duration of the defect liability period, the Works shall be free of all defects.

If, during the defect liability period, any defects are discovered in the Works or any part thereof; PLL will notify the Contractor of such defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such work in accordance with the Contract, good industry practices and applicable laws. The Contractor shall provide labor required for such repair or replacement and shall bear all costs and expenses associated with repairing or replacing any work.

Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with PLL's coordination and approval, perform such tests as necessary to demonstrate that pursuant to cure of defects, the Works meet the requirement specified in the technical specifications of the bidding document

If the Contractor fails to rectify any defects in the Work during the defect liability period, PLL (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, PLL shall be entitled to claim 15% (fifteen percent) of such costs towards the genuine pre-estimated damages suffered by PLL; or

(b) If the Defect or damage is such that PLL 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, PLL shall then be entitled to recover all sums paid for such parts of the together with the cost of dismantling the same, clearing the Site and returning goods, materials, plants to the Contractor.

If the defect or damage is such that it cannot be remedied expeditiously on the Site and if PLL 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 Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to PLL.

If any part (portion) of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such part (portion) 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.

33.1.2. Notwithstanding the expiry of the Defect Liability Period aforesaid, the CONTRACTOR shall be and remain liable:

(i) To correct and/or rectify or replace, as the case may be, the defective works or materials with respect to which a greater defect liability period than as stated above has been specified in any of the Contract Documents, for the entirety of the period so specified; and

(ii) To pass on to the OWNER the benefit(s) of any or all warranties or guarantees which may be available to the CONTRACTOR from its vendors in respect of materials or parts or components thereof which enure(s) for a period in excess of the Defect Liability Period specified above.

33.2. Clause no.9 (E) of GCC stands replace by following and new clauses 9(F) & 9(G) are added:

Clause no.9 (E) Strike and Lockouts at National or statewide level including the country where the works are performed.

Clause no.9 (F) Any industrial dispute specific to the industry or sector where the works is executed or being carried out.

Clause no.9 (G) Freight embargoes affecting the transit of goods related to the work under execution.

33.3. Clause no.10 stands modified to the following extent:

33.3.1. Price reduction schedule shall be applicable part wise and for the purpose of application of PRS, total contract value of individual part & Mechanical completion schedule shall be considered for calculation of Price reduction schedule.

33.3.2. It is specifically acknowledged that the provisions of Clause No. 10 of GCC, 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.

33.3.3. Application of price reduction under this Clause No. 10 of GCC, shall be without prejudice to any other right of PLL, including the right of termination under Clause No. 8 of GCC and associated clauses thereunder.

33.3.4. Words, “In case the Contractor fails …….. complete the Works within the stipulated period” in Sub-Clause 10.1 of GCC stands replaced with:

“In case the Contractor fails to complete the Works within the stipulated period”

33.4. ADDITIONAL WORKS/ EXTRA WORKS BY THEMSELVES OR BY APPOINTING ANY OTHER AGENCY

PLL reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the CONTRACTOR. In the event of such decisions taken by PLL, CONTRACTOR is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge. No extra time/cost compensation will be made by PLL.

33.5. CHANGE OF QUANTITIES

A. The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, PLL will not accept any proposals for changes in CONTRACT VALUE or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where PLL requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for PLL 's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

B. The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

i. If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as specified in the CONTRACT.

ii. If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.

iii. If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (i) and (ii) above, then the CONTRACTOR shall, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover CONTRACTOR's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

iv. Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by

ENGINEER-IN-CHARGE shall be considered plus 15% (Fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates.

v. Provisions contained in the Sub-clause (i) & (iv) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed plus (+) 50% or is not less than minus (-) 25% of the VALUE OF CONTRACT, the item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective
a)	Between (-) 25% up to & inclusive of (+) 50%	No increase / decrease applicable for the Schedule of Rates (The rates of the Schedule of Rates shall be valid for this increase/decrease).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond -25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example, if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

33.6. Transportation

Sub Clause 18 of GCC is not applicable.

33.7. Deleted

33.8. Dispatch Documents

"Clause 22 of GCC is not applicable."

33.9. Indemnity and Insurance

All applicable insurance for execution of work including but not limited to Third party liability cover, Contractor's workman related policies and any policy specifically required to be taken by the Contractor as per applicable statutory norms shall be taken Contractor in their scope and Bidders quoted prices shall be considered as inclusive of the same.

33.10. TERMINATION

33.10.1. Termination shall be as per relevant provisions of GCC. Further, following additional provisions shall be applicable in case of termination of the contract due to provision indicated at clause no. 8 (iii), (iv) & (v) of GCC:

a) Further, PLL may complete the Works and/or arrange for other entities to do so at the risk and Cost of the Contractor.

b) Recover from the Contractor the cost of carrying out the balance Works in excess of the sum which the Contractor would have been paid according to the Final Bill, if the Works had been carried out and completed by the Contractor under the terms of the Contract. The amount to be recovered may be deducted by PLL from any amount due to the Contractor as per clause no. 23 of GCC.

33.10.2. 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, PLL shall initiate Termination action as per the contract.
b) In case of non-submission of CPBG within 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 may be initiated on sole discretion of PLL, as per the contract provisions.
c) Further, in case of submission of CBPG within scheduled period, but Contractor being at default in terms of Contract, a) above shall be applicable.
d) In case of occurrence of any of the above specified events, contractor shall be understood to have defaulted and PLL shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of PLL to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of PLL.
e) The Contractor may also request for a personal hearing.
f) PLL based on the contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
g) EIL, being the PMC/EPCM Consultant for the client in this Project reserves the right to take action against the defaulting supplier/ contractor in this tender/ PO/ Contract including putting the supplier/ contractor on the Suspension/ Banning list of EIL. For this purpose, EIL may decide the same considering the communications carried out by the client with the supplier/ contractor (including show cause notice/ personal hearing, etc).
h) The decision taken as above shall apply to both Termination as well as Suspension / Banning.

33.10.3. Within 4 (Four) Weeks of completion of the inspection/measurements, the CONTRACTOR shall clear the job site(s) made available by the OWNER to the CONTRACTOR of all surplus materials, CONTRACTOR s labour, equipment and machinery and shall demolish, dismantle and remove such temporary works, structure and construction and other items and things brought upon or erected at the job site(s) and not incorporated in the permanent works and shall remove all rubbish from the job site(s) and shall clear, dress and restore the job site(s) to the satisfaction of the Engineer-in-Charge and shall put the OWNER in undisputed custody.

34.0 EXTENDED STAY COMPENSATION

No Extended Stay Compensation shall be payable against the subject Contract.

35.0 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT

The CONTRACTOR shall carry out the radiography and other non-destructive tests as per the requirements specified in Technical Specification.

36.0 OTHER REQUIREMENTS

36.1. The CONTRACTOR shall not use or occupy any part of the Works unless its use or occupation has been agreed to by the PLL in writing.

36.2. Hydrocarbons (other than lubricating oils and the like) shall not be introduced to the Work until CONTRACTOR has received PLL approval in writing to do so.

36.3. PLL shall have the right to instruct the work at site / fabrication yard at site and shall be entitled to ascertain whether the work is carried out in accordance with the requirements of the contract, including the right to inspect the work at all stages of its performance.

37.0 STATUTORY APPROVALS

37.1. Obtaining statutory approvals, required as defined in CONTRACTOR's scope under Technical Scope of work, shall be the responsibility of the CONTRACTOR. CONTRACTOR shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the Employer for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/inspection by concerned authorities.

37.2. Statutory fees, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.

37.3. Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the CONTRACTOR free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the CONTRACTOR from any of his responsibilities under this contract.

37.4. All statutory approvals other than specified under 37.1 above shall be obtained by PLL and provided to the CONTRACTOR.

38.0 TEMPORARY FIXTURES

38.1. Before erecting temporary shelters like sheds or tents anywhere within the plant premises, written permission of the concerned be obtained. Temporary fixtures like; sheds, tents, etc. shall be erected in conformity with normal safety standards. Thatched roof to such fixtures will not be permitted.

38.2. Temporary piping, hose connections and electrical wiring must be laid in such manner that they may not cause tripping or hitting hazard. All precautions should be taken to ensure that any temporary electrical wiring used within the Project Area would not cause spark or shock.

38.3. All necessary / require precautions shall be taken and all HSE norms of PLL shall be complied with.

39.0 STATUTORY REQUIREMENTS

39.1. Labour Laws:

The CONTRACTOR after award shall furnish valid EPF code number together with supporting relevant documents in accordance with provisions of below clauses. The CONTRACTOR shall have/ obtain license under Contract Labour (R&A) Act 1970 read with rules framed there under and furnish the same to PLL within 15 days of the issue of letter for award of CONTRACT failing which the letter of award of Contract shall be cancelled / terminated without any further notice and his Bid bond (EMD) AND / OR performance guarantee (SD) shall be forfeited. The Bidder shall ensure payment of minimum wages as per labour laws.

39.2. Statutory payments like EPF and ESI etc.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers. The CONTRACTOR shall be required to submit the following documents/details to the PLL:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the PLL from the official website of EPFO

(http://www.epfindia.gov.in).

(ii) (A) Copy of the online challan endorsed / stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(B) Copy of Return of contribution in respect of ESI for each contribution period of the six months, i.e., for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

a. The furnished information is correct to the best of his knowledge.

b. In case any discrepancies or irregularities is /are noticed in this undertaking, then PLL is free to inform the PF/ESIC Authorities.

c. Before the completion of contract, CONTRACTOR shall serve one month notice to all his contractual workers, informing that their services will be terminated.

d. Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by PLL.

PLL will maintain these records and verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/ invoice of the CONTRACTOR, PLL shall verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect, PLL shall take appropriate action against the CONTRACTOR.

Note: Conditions for applicability of above provisions

Above clause w.r.t. submission of details on EPF and ESI payments shall not be applicable in following types of contracts:

a) (a) In those Contracts wherein the services/jobs has been performed exclusively in the premises of the CONTRACTOR, certificate to the effect is to be submitted by the CONTRACTOR that services/jobs to be executed under the contract have been performed exclusively in his premises.

OR

(b) In those contracts also wherein CONTRACTOR has employed only their full time regular employees for execution of the contract, certificate to the effect is to be submitted by the CONTRACTOR that for execution of the contract, no contractual labour has been employed and only full time regular employees of the CONTRACTOR have been employed.

OR

Fulfilment of conditions at (i) on EPF and (ii) on ESI mentioned below:

(i) Information sought in above clause pertaining to only EPF shall not be required to be submitted in those contracts wherein the CONTRACTOR has employed only those of his employees whose pay exceeds Rs. 15000/- per month (or applicable threshold amount specified by the relevant authority) thereby they are covered under the definition of "Excluded Employee". Certificate to the effect is to be submitted by the CONTRACTOR that for execution of the contract, the monthly wages of all employees who have been employed, exceeds to Rs. 15000/- per month (or applicable threshold amount specified by the relevant authority) or they have been treated as "Excluded Employee".

(ii) Information sought in above clause pertaining to only ESI shall not be required to be submitted in those contracts wherein the CONTRACTOR has employed only those of his employees whose pay exceeds Rs. 21000/- per month (or applicable threshold amount specified by the relevant authority) as in terms of the current provisions of the ESI Act, 1948 an employee whose monthly pay exceeds Rs. 21000/- (or applicable threshold amount specified by the relevant authority) is outside the purview of the ESI Act. Certificate to the effect is to be submitted by the CONTRACTOR that for execution of the contract, the monthly wages of all employees who have been employed, exceeds Rs. 21000/- per month (or applicable threshold amount specified by the relevant authority). Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (Applicability in new areas of operation is to be verified from the office of the ESI Corporation concerned.)

In case a CONTRACTOR falling under the provisions of the Note mentioned above does not submit the required details on EPF and ESI payments, then in that case, the CONTRACTOR shall be required to indemnify PLL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

40.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

40.1. HSE Compliance

40.1.1. Safety is to be given prime importance. During construction, CONTRACTOR shall strictly follow the safety procedures, precautions & norms as per SAFETY CODE, EIL specifications on Health, Safety and Environment (HSE) Management (enclosed as **ANNEXURE-XIV**) and requirement of OISD-192 & OISD-207 (enclosed as **Annexure-XV**).

40.1.2. During installation, hook-up, pre-commissioning, start up and commissioning of new / additional / modification works on existing and new Plant, CONTRACTOR shall ensure compliance of various activities related to Safety, Health & Environment as per applicable codes and submit the compliance report.

40.1.3. CONTRACTOR shall conduct a Safety Studies Methodology which shall be completed and submitted to EIL/PLL. Further, the CONTRACTOR shall implement the findings of the Safety Studies without impact on Contract Price.

40.1.4. The CONTRACTOR shall also be responsible to comply with code requirements of International Standard Organization (ISO), Occupational Safety & Health Administration (OSHA), ISO-14000 series, American Petroleum Institute (API) RP and other relevant international practices. In case of conflict between the requirements of the various specifications and/or the requirements specified in the bid document, the more stringent requirement shall be followed.

40.1.5. In case of noncompliance, ENGINEER-IN-CHARGE shall give notice to the CONTRACTOR. In case of repeated failure of the CONTRACTOR, Engineer- In- Charge is free to take actions such as withholding of bills, heavy penalty etc. The quantum of such actions will be decided by the Engineer- In- Charge, considering the contract conditions.

40.1.6. The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. After the award of the contract, detailed Health, Safety and Environment (HSE) programme to be followed for execution of contract under various divisions of works will be mutually discussed and agreed to.

The CONTRACTOR should be required to:

- Have in place a Safety Management System, approved by a recognized, approved authority.
- Prepare a project-specific Safety Plan for each Site
- Implement the Safety Plans.
- Ditto the above for Environmental Management

40.1.7. In case, CONTRACTOR fails to follow the instructions of ENGINEER-IN-CHARGE with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

40.2. SAFETY/FIRE PROTECTION

40.2.1. CONTRACTOR shall take all necessary measures to protect the work and Workmen against accidents and occupational disease. They shall observe and comply with all Governmental safety regulations as well as EIL/ PLL's and accepted industry safety practices as required for this work.

40.2.2. The CONTRACTOR will be required to demonstrate that:

i. the management systems and the installation are adequate to ensure that the design and the operation of the installation and the equipment are safe;

ii. the potential hazards of the installation and the risks to personnel and environment have been identified and appropriate controls provided;

iii. adequate provision is made for ensuring, in the event of a major emergency affecting the installation, the safe evacuation and rescue of personnel and

iv. the statutory and PLL requirements relating to safety and pollution control measures are complied with.

40.3. Rules And Regulations

CONTRACTOR shall observe national and local laws, ordinances, rules and regulations pertaining to the Works and shall be responsible for extra costs arising from violations of same.

The CONTRACTOR shall not do any exploratory excavations, including drilling/ boreholes, without the previous written permission of the 's EIL/PLL's Representative.

40.4. Watching and Lighting

The CONTRACTOR shall, in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the EIL/PLL for the protection of the Works or for the safety and convenience of the Public or others.

40.5. Safety Audits:

40.5.1. CONTRACTOR shall within 30 days of commencement of Contract and also once every three months thereafter submit a safety report in the proforma (to be provided by PLL) to EIL/PLL.

40.5.2. In the event of any accident or dangerous occurrence the CONTRACTOR shall forthwith send a notice of accident in the proforma (to be provided by PLL) to EIL/PLL.

CONTRACTOR shall maintain a record of the relevant statutory and PLL requirements relating to safety and pollution control measures and compliance.

The CONTRACTOR shall be responsible for following the proper procedures, as outlined below, in reporting accidents or incidence.

i) PLL safety Engineer will be immediately notified by fastest means possible (Radio) of any accident which involves the following:

a) Death from any cause whatsoever.

b) A fractured skull, pelvis, arm, thigh or spine, forearm or leg.

c) A dislocated shoulder.

d) The amputation of an arm or hand, or of one or more fingers of the same hand, or of a leg or a foot.

e) The loss of sight of an eye.

f) Any other serious bodily injury, including internal bleeding or burns or asphyxia where such injury is likely to endanger life, cause permanent incapacity, or temporary incapacity of 5 days or more.

ii) In case of death, the CONTRACTOR shall be responsible for immediately notifying the nearest Indian police so that they can make the proper investigation in accordance with the law.

iii) Also in case of death, the CONTRACTOR shall immediately notify the Labor Engineer of the Federal Ministry of the area in which the death occurred.

40.6. Safety Procedure:

CONTRACTOR should submit a safety procedure prior to start of the construction activities. The procedure should include the safety measures to be taken during construction work, fire fighting / safety equipment available which will be provided to terminal in case of any emergency, number of safety / fire Engineers and their role, periodical exercise on awareness of workers towards safety. Familiarization of workers with safety equipment, teams for fire fighting etc. In case of any emergency, CONTRACTOR should immediately mobilize all resources to combat the emergency and co-ordinate with EIL/PLL suitably.

CONTRACTOR should ensure that the CONTRACTOR's supervisory personnel have undergone the approved basic training on fire fighting and Elementary First Aid before deployment and adequate number of trained personnel to be deployed at all times during execution at site.

In case of any accident at site causing injury to personnel, CONTRACTOR shall inform EIL/PLL immediately. CONTRACTOR shall also arrange for pickup and immediate medical attention for the injured personnel.

40.7. Hot Work Permits

Notwithstanding anything contained elsewhere in the Contract, to take up hot work for carrying out the required activities, the CONTRACTOR shall be fully responsible to design, engineer, procure, supply, fabricate, coat wrap (in case of rigid pipeline) transport, erect, install, pre-commission, test, commission (wherever applicable) making the related area of plants / worksite gas free, clean and flushing with steam and / or chemicals of the complete system and in a safe manner. PLL shall issue hot work permits only between dawn to dusk on CONTRACTOR's request keeping in view PLL's production programmes safety requirements and the Contract with the provision that PLL reserves the right to divert the CONTRACTOR's activities involved in his work programme.

It is an essential requirement that there shall be no shutdown of the operating Plant unless the situation so demands subject to approval of PLL.

The CONTRACTOR shall be responsible for devising methods and developing detailed procedure to realize this objective and carry out the modifications in orderly manner.

CONTRACTOR shall strictly comply with all safety requirements of Hot wok permit during permit duration failing which PLL's representative will have the right to stop Hot Work and all cost and time effect thereof shall be CONTRACTOR's account.

PLL shall not issue hot work permit at site when critical activities or any other operation during which CONTRACTOR's working may be detrimental to the safety of the facilities are being carried out.

All hot works job shall be carried out in presence of the CONTRACTOR's safety Engineer, who shall be directly responsible for carrying out the hot work job in safe and orderly manner.

40.8. Safety Audit:

EIL/PLL may conduct safety Audits at any stage of project execution and before taking over the facilities. The audit shall be based on a protocol that covers elements which can affect

the safety during execution or the safe operation of the facilities in the CONTRACTOR's scope of work. The protocol shall cover documentation, process hazard analysis, fire detection and suppression system, life saving appliances and escape routes, operating procedures, pre-startup safety review, safe work practices, safety and shut down devices, management of change, assurances of quality and mechanical integrity, emergency response control investigation of accidents, personnel protective equipments, audit team which could be conducted by the PLL's personnel or any agency appointed by the PLL for the purpose, accord full access to site and provide all relevant information, comply with the observations and recommendations of the audit.

The CONTRACTOR should be required to:

- Have in place a Safety Management System, approved by a recognized, approved authority.
- Prepare a project-specific Safety Plan for each site
- Implement the Safety Plans
- Ditto the above for Environmental Management

41.0 MOBILIZATION & SECURED ADVANCE

41.1 MOBILIZATION ADVANCE

41.1.1 Any advance sought by a Contractor must be secured and shall bear interest rate (medium terms) at Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on the date of disbursement of mobilization advance).

The Bank Guarantee towards security of the Mobilization Advance shall be submitted by the Contractor for 110% of the advance amount.

The mobilization advance shall not be paid in less than two instalments (each maximum of 5%) subject to the fulfilment of the following conditions:

I. First Instalment:

5% (five percent) of Contract Value shall be payable as the first instalment of Mobilization Advance, within 15 (fifteen) Calendar Days, after fulfilling the following formalities by the Contractor:

a) Signing of the Contract Agreement by the Contractor;

b) Submission of the Contract Performance Bank Guarantee; and

c) Submission of the Mobilization Advance Guarantee.

II. Second Instalment:

Balance 5% (five percent) as follows (or other specific conditions on case to case basis)

(i) After the Contractor has constructed a site office, storage shed, fabrication yard, etc. and has physically mobilized construction equipment and is ready to start the Works to the entire satisfaction of the ENGINEER-IN-CHARGE or linked to the progress of work if so indicated in Special Conditions of Contract

(ii) Submission of Mobilization Advance Guarantee. This will keep check on contractor utilizing the full mobilization advance when the work is delayed considerably.

41.1.2 Recovery of Mobilization Advance

Recoveries will be effected from each Running Account Bill at the rate of 12% of the gross bill value, till the entire Mobilization Advance (Together with interest accrued thereon) is fully recovered. In any Case, mobilization advance shall be fully recovered before release of Payment due towards Mechanical completion/ pre-final bill.

41.2 SECURED ADVANCE AGAINST IMPERISHABLE MATERIAL BROUGHT AT SITE- *NOT APPLICABLE*

42.0 WORKS CONTRACT

The entire work as per Scope of Work covered under this Contract shall be treated as Indivisible Works Contract and shall be awarded on single point responsibility basis.

43.0 INSURANCE

43.1 PLL shall arrange the Marine Cover Insurance and Erection All Risk Cover Insurance for the Project for permanent incorporation of materials and services.

43.2 The Policy coverage shall be subject to deductibles on account of excess, which shall be borne by the Contractor.

43.3 Contractor shall also take policy mentioned in Contractor's liability provision in Exhibit-I to SCC. Contractor is also required to take any Policy specifically required as per applicable Statutory norms.

44.0 DEFINITIONS

44.1 For the purpose of the Contract, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings. These are in addition to the defined words appearing in General Conditions of Contract (GCC) and wherever there are contradictions, the definitions appearing in the SCC shall take precedence.

44.2 **"Project"** means PDH-PP Plant along with Ethane and Propane Handling Facilities at Dahej, Gujarat.

44.3 **Sub-Contractor of main CONTRACTOR** means any person named in the Contract as a Sub-Contractor or an original manufacturer, supplier of any Goods and Materials, Plant, labour or services, appointed by CONTRACTOR of PLL, 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.

45.0 COMPLETION CERTIFICATE

45.1 Engineer-In-Charge/PLL shall not issue the "Completion Certificate" until:

(a) The Contractor has successfully completed the total Works as per the scope of Works defined in the Technical Section and the Engineer-In-Charge / PLL is satisfied that the Works are complete in all respects in accordance with the Technical Section and free of all defects;

(b) the Contractor has cleared the Site of all scaffolding, Contractor's labour, equipment and machinery, demolished, dismantled and removed all the Contractor's Site offices 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 Works, removed all rubbish from the Site, cleared and leveled the Site to the satisfaction of the Engineer-in-Charge and put PLL in undisputed custody and possession of the Site, free & clear of all encumbrances and encroachments; and

(c) the Contractor has submitted the following documents to EIL/PLL in 3 hard sets along with soft copy at site:

(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 W orks, 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 in accordance with Technical Section.;

(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 PLL'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 PLL 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, and other personnel, Subcontractors, suppliers, vendors, income Tax, GST, octroi, entry tax, customs duty, provident fund, employees state insurance (ESI) and royalties, or other amounts payable under any applicable law (if any).

(ix) No Claim and No Dues Certificate

45.2 Upon the issuance of the Completion Certificate, PLL shall take over the possession, care, custody and control thereof from the Contractor.

45.3 In case, Works are divided into parts, the Contractor may apply for Part wise Completion Certificate.

45.4 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.

46.0 RESPONSIBILITY FOR THE WORK

46.1 The responsibility for care and custody together with the risk of loss or damage thereto in relation to Works, including but not limited to, plant, equipment, materials shall remain with the Contractor until issuance of Completion Certificate. Further, the risk for any defect or shortcoming in Works including but not limited to, plant, equipment, materials during defect liability period and/or the responsibility for care of any of the outstanding work and/or unfulfilled obligations in the Contract shall continue to remain with the Contractor.

In accordance with the above, if any loss or damage occurs to the Works, including but not limited to, plant, equipment, materials, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, to comply with the Contract.

47.0 ABNORMALLY HIGH RATES ITEMS (AHR) [*FOR APPLICABILITY, REFER BDS*]

47.1 In items rate contract where the quoted rates for the items exceed 50% of the owners / estimate rates such item will be considered as abnormally high rates items (AHR) and increase in quantity after ordering for AHR item needs to be avoided. However, in exceptional circumstances, payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:-

(i) Rate as per SOR, quoted by the contractor.

(ii) Rate of the item, which shall be derived as follows:

(a) Based on rates of machine and labour as available from the contract (which includes contractor's supervision profit, overheads and other expenses)

(b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor`s supervision profit, overhead & other expenses.

48.0 WORKS PROGRAMME

48.1 The Contractor shall submit a detailed Works Programme to the Engineer-in-Charge not later than 30 (thirty) days from the **"Letter of Acceptance/Award"**. The Contractor shall also submit a revised Works Programme whenever the Engineer-in-Charge finds that the previous Works Programme is inconsistent, due to any reasons, with actual progress as provided in the Specifications/ scope of Work. The contractor shall plan the activities, which is optimum for the completion of works within the schedule time. Weightage of the activities will be determined through the Construction Planning system of EIL (EIL CP), which will be based on efforts required to complete an activity and will be binding on the Contractor.

48.2 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.

48.3 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.

49.0 PROGRESS REPORTS

49.1 Contractor shall submit the Daily Progress Report (DPR) online through the Web based module of EIl, which shall be extended to the Contractor for the sole purpose of input/uploading of the data for DPR; and separate DPR (in hard copy) shall not be submitted. The approved copy of DPR, after review by EIL, will be shared with the contractor for reference. Based on this DPR, 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.

49.2 The Contractor shall continue to submit the Monthly Progress Report until the end of the 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.

49.3 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.

49.4 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.

50.0 BOCW CESS

50.1 BOCW Cess is applicable. Bidder to do its own due diligence while submitting the bid. However, bidder to submit proof of submission of cess; failing which, amount shall be withheld from payment.

51.0 E-PAYMENTS

51.1 All payment to Indian contractors and vendors will be made through existing system of e–payment module only. In case contractors and vendors do not have their account in one of the designated banks, payment to such contractor and vendors can be made through NEFT/ RTGS.

Contractor must submit hard copy of bills and its supporting documents to the OWNER at the same time when submission in E-portal. Contractor will also ensure the correctness and consistency of data so entered with hard copy submitted for payment

52.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE

To distinguish between work in substructure and superstructures, the following criteria shall apply:

52.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done upto 300 mm level above Highest Pavement Point / Finished Floor Level will be taken as work in substructure and work above this level will be treated as work in superstructures and payments would be made accordingly.

52.2 For Buildings only, all works upto level corresponding to finished floor level (Ground Floor) shall be treated as `Work in substructure ' and all works above the finished floor level shall be treated as "Work in superstructure".

52.3 Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations, nomenclature and levels given anywhere.

52.4 Where not specifically pointed out all works in Cellars/ sumps, Drains, Manholes, Tank Pads, Cable trenches, or such similar item would be taken as work in substructure.

53.0 OUTBREAK OF PANDEMIC

53.1 In case of any outbreak of pandemic during the execution of the contract, contractor to follow all guidelines/SOP's issued by central govt /state govt/local authorities. Contractor to also submit compliance report to Owner/EIC. Contractor to note that quoted price is inclusive of this provision & no extra compensation on this account shall be admissible.

54.0 WEATHER CONDITIONS

54.1 The Contractor shall bear all cost and delays due to adverse weather conditions / weather down time experienced during the execution period of the works.

55.0 ROUNDING OFF

55.1 All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

56.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

56.1 The CONTRACTOR shall be responsible for organising the lifting of the equipment in the proper sequence for orderly progress of the work and to ensure that access routes for erecting the other equipments are kept open. The installation of machines at different floor levels /terrace and at basement shall be carried out by contractor with due care not to damage the existing finishes of the building and shall augment if required, necessary machineries/lifting crane for installation purpose. The quoted prices shall include the cost towards the same.

Orientation of all foundations, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports and saddles shall be checked by the CONTRACTOR well in advance of the installation. Rectifications, including chipping of foundations, shall be carried out where necessary in consultation with the Engineer-in-Charge. If a structural member needs to be dismantled to facilitate the equipment erection, this shall be done by the CONTRACTOR after ensuring proper stability of the main structure in consultation with the Engineer-in-Charge. All such dismantled members shall be put back in position to the satisfaction of Engineer-in-Charge after the completion of the equipment erection.

During the performance of the work the CONTRACTOR shall at his own cost keep structures, materials and equipment adequately braced by guys, struts or other approved means which shall be supplied and installed by the CONTRACTOR as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by the CONTRACTOR or other agencies.

The CONTRACTOR shall duly comply with manufacturer(s) recommendations and detailed specifications for the installation of the various equipment and machines.

Various tolerances required as marked on the drawings and/or in accordance with the specifications and/or instructions of the Engineer-in-charge shall be maintained. Verticality shall be verified with the Theodolite and shall be maintained.

57.0 WORK IN MONSOON SEASON'S

57.1 CONTRACTOR shall make adequate arrangements for uninterrupted working during monsoon season at site. The CONTRACTOR shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/ hindrance in working during monsoon season.

During monsoon and other periods, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost by deploying suitable dewatering pumps.

Contractor shall plan in advance for the collection of materials and the erection of such tarpaulins, sheds, wind breakers and or other protection which are necessary for work during adverse weather conditions. Contractor should have to make necessary provisions such as approach road and temporary drains in and around work area, dewatering etc to keep the work area free from logging to maintain the same always in a state to have vehicular, human and equipment movement. Contractor shall ensure all electrical installations; equipment's shall be placed on plinths above ground under proper rain shed to prevent any short-circuit an hazard of electrocution. Contractor must ensure localised welding booths shall be used to maintain welding quality and progress for protection against

wind and rain.

58.0 HOUSEKEEPING & SCRAP MANAGEMENT

58.1 The contractor shall maintain good housekeeping on day to day basis at the site/fabrication yard. All construction material brought by the contractor (like sand, coarse aggregate, shuttering material, scaffolding pipes etc.), steel scrap (like structural steel, reinforcement steel etc.) & other debris (like earth, shrubs, rubbish etc.) generated at site shall be stacked neatly in well defined spaces at no extra cost. Additional manpower as & when required for housekeeping shall be arranged by contractor immediately as per direction of Engineer-in-charge.

Cart away all the debris generated from the work outside the Refinery at his own cost and dispose it keeping PLL indemnified of any liability and without giving rise to any complaints from local, municipal and government authorities. Metal scrap or any other scrap including wooden material shall be disposed at PLL scrap yard category wise at his own cost as indicated by the Engineer in Charge.

All moveable, salvageable, serviceable material shall be dismantled carefully and transported/ stored within refinery premises/scrap yard as directed by Engineer in charge.

Toilets and proper sanitary measurements to be ensured in site by contractor to maintain hygiene in and around the site area.

In case the contractor fails to maintain the housekeeping at work site / fabrication yard / office space within refinery complex, the same shall be carried out by EIL/PLL by deploying other agencies at risk and cost of the contractor. In addition of the same a financial penalty as per financial deterrent for violation of HSE norms against poor housekeeping will be imposed on the contractor. The financial implication of above, if any should be taken care in the quoted rate and no separate claim shall be entertained on this account.

The final bill of the contractor shall be linked with the area cleaning in all respects including disposal of debris/scrap etc. to the entire satisfaction of Engineer in charge.

59.0 SECURITY AND SECURITY ARRANGEMENT

59.1 The Contractor for its own interest shall make adequate security arrangement for protection of the work site and to prevent unauthorised entry to protect their materials and equipment at no extra cost to the Owner. Entry into the site area may be restricted and governed by issue of photo gate passes by the Security.

If at any place/site, entry is restricted by the Owner/EIL, the CONTRACTOR shall then arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/ gate passes for his staffs and labourer and entry and exit of his men and materials shall be subject to vigorous checking by the security staff. The CONTRACTOR shall not be eligible for any claim or extension of time whatsoever on this account.

The Contractor shall at his own cost construct their centralised store for safe keeping of the materials/equipment and for proper accounting of the material/equipment being used in this project.

TIME FOR COMPLETION

[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]

TIME FOR COMPLETION

NAME OF WORK	TIME OF COMPLETION
WORKS: HDPE PIPELINE LAYING & INSTALLATION **BIDDING DOCUMENT NO.: RCM/B862-ST-VB-T 9003/03**	**06 (Six) Months** from the date of issue of Letter of Acceptance (LOA).

Note:

1. The time for completion shall be reckoned from the date of issue of LOA.
2. The time indicated is for completing all the works in all respects as per scope of work, specifications, codes, drawings and instructions of Engineer-in-Charge.
3. It should be noted that the period of completion of all works given above includes time required for mobilisation at site, carrying out the works as per the requirements Contract Document, demobilisation, preparation of all reports in requisite quantities as mentioned in the Bidding document, rectifications, if any, rework etc. complete in all respects to the entire satisfaction of Engineer-in-Charge.
4. Fronts [i.e., drawing front / Physical front (Corresponding to drawing)] shall be released to the contractor as per Annexure-XVII to SCC.

(SIGNATURE OF BIDDER)

TERMS OF PAYMENT

[ANNEXURE - II TO SPECIAL CONDITIONS OF CONTRACT]

1) MOBILIZATION ADVANCE

10% of Contract Value as mobilization advance shall be paid to the CONTRACTOR subject to meeting the requirements stated in SCC/GCC.

2) SECURED ADVANCE ON MATERIALS

List of items QUALIFYING/ NOT QUALIFYING FOR SECURED ADVANCE is enclosed as **Appendix I** to GCC (refer BDS for applicability).

3) ON ACCOUNT PAYMENTS

Progressive payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

S. NO.	NATURE OF WORK	PAYMENT TERMS
1	**CIVIL**	
1.1	**Soil Investigation/ Geotechnical/ Topographical & route survey**	- 80% on completion of work on prorate basis as certified in monthly progress bill. - 15% on submission of Final Documentation / Reports in Code-1. - 05% on completion of all works in all respects and issuance of completion certificate.
1.2	**Piling – Installation**	- 95% on installation of individual Pile for full length. - 05% on completion of all works in all respects and issuance of completion certificate.
1.3	**Piling - Testing**	- 80% on field testing. - 15% on submission of test reports along with analysis and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
1.4	**Sheet Piling**	**Case-I** **Installation of sheet pile with subsequent removal (Incase removal of pile is not possible, Case-II is applicable for payment terms)** - 05% on submission & approval of design - 25% on Design and supply of material at site - 50% on installation of sheet piling - 15% for subsequent removal of sheet piles - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II** **Installation of sheet pile without removal** - 05% on submission & approval of design - 25% on Design and supply of material at site - 60% on installation of sheet piling - 05% on removal of waler beam - 05% on completion of all works in all respects and issuance of completion certificate.
1.5	**U/G PIPING Measurement in Running Meter**	**a. CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)** - 20% on fabrication. - 30% on NDT, Pre-testing, tape coating. - 30% on laying in position, welding, NDT/Radiography etc. - 15% after flushing, hydro-testing and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **b. CARBON STEEL (CEMENT LINED) (PIPES – FREE ISSUE)**

		- 20% on completion of Cement lining and receipt of lined pipe at site. - 15% on fabrication. - 25% on NDT, Pre-testing, tape coating. - 20% on laying in position, welding, NDT/Radiography etc. - 15% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **Note:** Contractor shall submit the Bank Guarantee for an equivalent amount of Free Issue Material taken outside the Project premises for cement lining purpose with validity till receipt of materials at Project premises plus 03 Months claim period. **c. CARBON STEEL (PIPES–SUPPLIED BY CONTRACTOR)** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 45% on receipt and acceptance of pipes at site. - 10% on fabrication. - 15 % on NDT, tape coating. - 10% on laying in position, welding, jointing, NDT/Radiography etc. - 10% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **d. CARBON STEEL (PRE-COATED PIPES – SUPPLIED BY CONTRACTOR).** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% on receipt and acceptance of pipes at site. - 10% on fabrication. - 05 % on NDT, tape coating. - 10% on laying in position, welding, jointing, NDT/Radiography etc. - 10% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **e. CARBON STEEL (CEMENT LINED) (PIPES – SUPPLIED BY CONTRACTOR).** - 05% on issuance of sub-order (for bare line pipes or cemented line pipes) and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% (##) on receipt and acceptance of Cement lined pipe at site. - 10% on fabrication. - 10% on NDT, tape coating. - 10% on laying in position, welding, jointing, NDT/Radiography etc. - 05% after flushing, hydro-testing and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. **## Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**
1.6	**U/G PIPING** **Measurement in In-Dia & In-Meter**	**CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)- Incase SOR items are in Inch-dia (fabrication) and Inch-meter (erection).** **Fabrication (ID)** - 65% on welding of joints. - 30% on radiography and other examinations, repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection. - 05% on completion of all works in all respects and issuance of completion certificate.

		Erection (IM) - 30% on pre-testing, tape coating of prefabricated pipes. - 45% on trenching, laying in position, field welding, jointing, NDT/radiography and ready for hydrotesting. - 20% on hydrotesting, drying (if applicable) and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate.
1.7	**Specials / MITRES for U/G Piping**	- 85% after welding of joints & its acceptance. - 10% after completion of tests as per respective piping spec, wrapping/coating, painting (as applicable). - 05% on completion of all works in all respects and issuance of completion certificate.
2	**CIVIL,STRUCTURAL AND ARCHITECTURAL WORKS**	
2.1	**Structural steel works**	**I. In case of Contractor supplied material.** a. FABRICATION AT SITE - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 50 % on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 08% on erection. - 07% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent rolling bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site. - 08% on erection. - 07% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. **II. At issue rates (Chargeable basis).** - 05% on finalization of quantity, plan and submission of fabrication drawings. - 50% on transportation of material from storage yard / stores points to fabrication yard and fabrication surface preparation and application of primer coat. - 30% on erection. - 10% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.

		III. Free Issue. - 05% on finalization of quantity, plan and submission of fabrication drawings. - 50% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 30% on erection. - 10% on alignment, bolting / welding, tightening, torquing, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.2	**Reinforcement steel**	- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 65% on receipt and acceptance of material at site. - 25% on cutting, laying and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
2.3	**Precast concrete Item/ Block (Contractor supplied material)**	- 60% on completion of casting work duly certified by Engineer-in- charge. - 20% against erection. - 15% against alignment, leveling, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.4	**Precast concrete Item/ Block (Cement Free issue material)**	- 50% on completion of casting work duly certified by Engineer-in- charge. - 30% against erection. - 15% against alignment, leveling, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.5	**Structural Steel Painting Works**	- 95% (##) after completion of touch up/repair of primer and intermediate coat/coats and final coat. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge depending on number of intermediate coats.**
2.6	**Composite items.**	Composite items of Reinforced Cement Concrete (RCC) work inclusive of Excavation, shoring, strutting, Plane Cement Concrete (PCC), Centering and shuttering, back filling and disposal of surplus earth in sub-structure: - 35% on completion of earth work in excavation, PCC centering & shuttering - 45% on completion of RCC - 15% on back filling and removal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate.
2.7	**Composite items.**	Composite items of RCC work in non-suspended slabs/pavement slabs including pedestals, ramps etc. - 40% on completion of sand filling, centering, shuttering and PCC - 55% on completion of RCC - 05% on completion of all works in all respects and issuance of completion certificate.
2.8	**Composite items.**	Brick works in sub-structure - 50% on completion of excavation and PCC and receipt of Bricks at site - 25% on completion of Brick works - 20% on completion of back filling and disposal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate
2.9		**I. Steel/ Aluminium/ Glazed Glass/ PVC etc. Doors, Windows & Ventilators.** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period

	Architectural works.	- 65% on receipt of material at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **II. Fire Door** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 05% on approval of Shop drawings. - 60% on receipt and acceptance of material including all accessories at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **III. Roofing** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 65% on receipt of material at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate.
	Architectural works.	**IV. False Ceiling, False flooring,** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt of material at site - 25% on Installation in position and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **V. Fire Proof Partition/ Aluminum Partition/ Gypsum Partition/ Toughened Glass Partition** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of material at site - 25% on Installation in position and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. **VI. Cladding/ Facades etc.** - 05 % on submission & approval of design & drawings - 10% on issuance of sub-order & submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of material at site - 20% on Fixing/ Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate **VII. Modular Furniture** - 10 % on approval of furniture drawings at least in Code II - 60% on receipt of material at site - 25% on Fixing/ Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate.

	Architectural works.	**VIII. Internal & External Paint of Building.** - 0% on application of putty/ primer /surface preparation etc. - 45 % (##) on Primer& intermediate coats. - 40% on Final coat. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.** **IX. Waterproofing cum Over Deck Roof Insulation Works.** - 10% on surface preparation and application of primer. - 50% on intermediate coats / layers. - 35% on Final layer, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate **X. Composite items of Partition works made with Glass Partition & Gypsum Partition.** - 5% on approval of Shop Drawings - 35% on receipt and acceptance of material at site - 55% on Installation and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate. **XI. Composite items of Acoustical Wall Paneling with fabric wrapped, Green Wall.** - 5% on approval of Shop Drawings - 35% on receipt and acceptance of material at site - 55% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion The above payment terms will be applicable for similar items in miscellaneous items. The decision of engineer-in-charge on identification of similar items shall be binding on the contractor.
2.10	**Platform, Ladder**	**I. In case of Contractor supplied material.** **a. FABRICATION AT SITE** - 50% on receipt and acceptance of material at site. - 30% on fabrication, surface preparation and application of primer. - 15% on erection, aligning and welding. - 05% on completion of all works in all respects and issuance of completion - certificate. **b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES / VENDOR'S SHOP** - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor shop with validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on fabrication, surface preparation and application of primer and receipt of fabricated material at site. - 15% on erection, alignment, welding etc.

		- 05% on completion of all works in all respects and issuance of completion certificate. **II. At issue rates (Chargeable basis)** - 80% on transportation of material from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate. **III. Free Issue** - 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 30% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.11	**Hand Railing** **Hand Railing**	**I. In case of Contractor supplied material.** **a. FABRICATION AT SITE** - 50% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer and galvanizing (if applicable) - 15% on erection, aligning and welding. - 10% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **II. At issue rates (Chargeable basis)** - 70% on transportation of material from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat ,galvanizing and painting (if applicable) - 15% on erection, alignment, welding etc. - 10% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **III. Free Issue** - 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat galvanizing and painting (if applicable) - 15% on erection, alignment, welding etc. - 15% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **IV. Contractor supplied handrail (Handrail Fabricated outside refinery with raw material).** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of raw material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on receipt and acceptance of finished handrail at site. - 15% on erection, aligning, welding and completion of final painting or touchup

		as applicable. - 05% on completion of all works in all respects and issuance of completion certificate. **V. Contractor supplied pre-fabricated handrail (Handrail in final condition ordered on sub-vendor).** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 70 % on receipt and acceptance of finished handrail at site. - 15 % on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate.
2.12	**Gratings**	**I. Contractor supplied gratings (Grating Fabricated outside refinery with raw material).** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of raw material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop/ yard with validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on receipt and acceptance of finished gratings at site. - 15% on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate. **II. Contractor supplied gratings (Grating in final condition ordered on sub-vendor)** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 70 %on receipt and acceptance of finished gratings at site. - 15 % on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate.
2.13	**Other Civil, Structural & Architectural works**	- 95% (##) on completion of work as certified in monthly progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**
3	**MECHANICAL WORKS**	
3.1	**Above Ground Piping Works** **(Pipes*& Pipe Components*, Valves, Orifice plates - Free issue)**	**a. Fabrication & Erection of Piping** - 45% after fabrication including NDT, as applicable. - 30% after site erection, field welding, radiographic and other examination. - 10% after providing supports, alignment, providing vents, drains. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Erection of Valves, Orifice Plates**

		- 85% after transportation and erection. - 08% after flushing and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.2	**Piping Works-Fabrication at site. (Pipe & Pipe Components, Valves - Supplied by Contractor)**	**a. Fabrication & Erection of Piping** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim - 45% after receipt and acceptance of material at site. - 20% on fabrication including NDT, as applicable. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. **b. Erection of Valves** - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 60% after receipt and acceptance of material at site. - 15% after erection, welding, radiographic and other examination. - 08% after hydro-testing and final approval. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.3	**Piping Works-Fabrication at yard outside the Project premises.** **(Pipe & Pipe Components, Valves – Supplied by Contractor)**	**a. Fabrication & Erection of Piping** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 45% after receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication including NDT, as applicable, and receipt of fabricated Piping at site. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.4	**Fabrication of respective piping items in Inch Dia. (Free issue materials)**	- 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.5	**Erection of piping items to be paid in IM basis. (Fabricated in Inch. dia. as above)**	- 70% after site erection, field welding, radiographic and other examination. - 15% after providing support, alignment, providing vents, drains etc. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.6		- 85% after welding of joints & its acceptance.

	Specials/ MITRES for A/G piping	- 08% after completion of tests as per respective piping spec, application of shop primer etc. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.7	**NDT (i.e Radiography, UT, MPT/ DPT etc.)**	- 95% on submission of reports and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
3.8	**Stress Relieving**	- 95% after successful completion of stress relieving. - 05% on completion of all works in all respects and issuance of completion certificate.
3.9	**Painting** **Insulation Works**	**a. Painting** - 30% on surface preparation and primer painting at shop / fabrication yard. - 65% (##) on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.** **b. Insulation Works** - 50% (##) on supply and acceptance of material at site. - 25% after installation at site. - 20% on inspection after installation, its acceptance and removal of scaffolding, if any. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Payment shall be released on Prorata basis on supply & acceptance of major insulation material.**
3.10	**Equipment**	**a. Column, Vessels, Filters, Ejectors etc.** - 65% **{Note 1}** after transportation from stores / storage points to erection site and erection on foundation. - 25% after alignment and grouting. - 03% after cleaning, box up of manholes, providing all instruments/ auxiliary of fit ups and making ready for startup. 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. **{Note 1}:** For Heavy lift equipment's, this milestone payment shall be divided in two milestone payments in case of the item is on lump-sum basis: - 20% on mobilization of required capacity crane at site. - 45% after transportation from stores / storage points to erection site and erection on foundation. **b. Trays and Internals** - 95% after transportation from stores / storage points to erection site, cleaning, placing, bolting/welding, testing within equipment, testing and inspection. - 05% on completion of all works in all respects and issuance of completion certificate. **c. Heat Exchangers** - 65% after transportation from stores / storage points to erection site and erection. - 20% after alignment and grouting.

	Equipment	- 08% after completion of flushing, draining, drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. **d. Testing of Heat exchangers** - 70% after testing. - 23% after completion of flushing, draining, drying by compressed air. - 02% after mechanical completion - 05% after completion of all works in all respects and issuance of completion certificate. **e. Machineries (Compressors, Pumps & Misc.)** - 45% after transportation from stores / storage points to erection site and placing in position. - 30% after initial alignment, leveling and grouting. - 18% after final alignment, shaft alignment after pipe hook-up, dowelling, initial fill of lubricants, mounting of accessories and completion of piping. - 02% after mechanical completion. 05% on completion of all works in all respects and issuance of completion certificate. **f. EOT Crane (In case of Contractor supplied material).** - 05% on finalization of design, engineering and submission of approved drawings. - 50% on receipt and acceptance of material at site. - 30% on installation and completion of EOT crane including Structural, Mechanical, Electrical, instrumentation works. - 02% on receipt of spares at site. - 08 % on completion of testing& acceptance, commissioning. - 05% on completion of all works in all respects and issuance of completion certificate.
3.11	**HVAC, Clean Agent System (CAS), Cathodic Protection (CP), Electrical Heat Tracing System (EHTS) Lump Sum**	**HVAC, Clean Agent System (CAS), Cathodic Protection (CP), Electrical Heat Tracing System (EHTS) Lumpsum.** - 05% on finalization of design, engineering and submission of approved drawings. - 50% (##) on receipt and acceptance of material at site. - 30% (##) on installation - 02% on receipt of spares at site. - 08% on completion of testing& acceptance, commissioning. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further billing break up, if necessary, shall be recommended/approved by Engineer-in-charge.**
3.12	**ELEVATOR PACKAGE**	**ELEVATOR PACKAGE** - 5% on issuance of suborder and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus three months of claim period. - 45% on receipt and acceptance of material at site - 15% after erection in M/c room, alignment of all equipment inside shaft including car body. - 15% on completion of installation including doors and other Electrical and Instrumentation work - 15% after testing and acceptance including load test - 05% on completion of all works in all respect and issuance of completion certificate.
4	**ELECTRICAL WORK**	
4.1		- 10% on issuance of sub-order and submission of equivalent bank

	For Supply Items	guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 5% on vendor drawing submission as per DCI and approval - 80% on receipt and acceptance of material at site. - 05% on completion of all works in all respects and issuance of completion certificate.
4.2	**For Erection Items**	- 80% on completion of erection / installation. - 15% on testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
4.3	**For Items involving both Supply & Erection**	- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 05% on vendor drawing submission & approval - 55% on receipt and acceptance of material at site. - 20% after erection /installation. - 10% after testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
5	**INSTRUMENTATION**	
5.1	**For Supply Items**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 05 % on vendor drawing submission as per DCI and drawing approval - 80 %on receipt and acceptance of material at site - 05% on completion of all works in all respects and issuance of completion certificate.
5.2	**For Erection/ Installation Items**	**a. Items not requiring loop checking.** - 85% on completion of erection / installation. - 10% on testing - 05% on completion of all works in all respects and issuance of completion certificate. **b. Items requiring loop checking.** - 80% on completion of erection/ installation. - 15% on testing and loop checking. - 05% on completion of all works in all respects and issuance of completion certificate.
5.3	**For Items with supply and erection / installation**	**a. Items not requiring loop checking** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of materials at site. - 30% on completion of erection / installation and testing. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Items requiring loop checking** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% on receipt and acceptance of materials at site - 25% on completion of erection / installation. - 10% on testing and loop checking - 05% on completion of all works in all respects and issuance of completion certificate.
5.4	**Ducts, Trays and Other Fabricated**	- 10% on issuance of sub-order and submission of equivalent bank

	Materials **(Supply in Contractor's scope)**	guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 55% after receipt and acceptance of fabricated materials (Ducts / Trays) at site. - 25% after erection. - 05% after welding and final painting, if any - 05% on completion of all works in all respects and issuance of completion certificate.
5.5	**Calibrations Main Instruments**	- 80% after calibration. - 15% after completion of recalibration during loop test, if any - 05% on completion of all works in all respects and issuance of completion certificate.
5.6 (a)	**Package works (Design, Supply, Installation, testing & Commissioning like CCTV, fire alarm, access control works) Lumpsum**	**a. Package works (Design, Supply, Installation, testing & Commissioning like CCTV, fire alarm, access control works) Lumpsum.** - 05% on finalization of design, engineering and submission of approved drawings. - 60% (##) on supply and acceptance of material at site. - 20% (##) on installation and completion of Civil, Structural, Instrumentation works. - 02% on receipt of spares at site. - 08 % on completion of Testing & Commissioning. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further billing break up, if necessary, shall be recommended/ approved by Engineer-in-charge.**
(b)	**Package works (Design, Supply, Installation, testing & Commissioning like IT works, LAN system Lumpsum**	**b. Package works (Design, Supply, Installation, testing & Commissioning like IT works, LAN system) Lumpsum.** - 05% on finalization of design, engineering and submission of approved drawings. - 65% (##) on supply and acceptance of all material at site. - 25% (##) on acceptance which includes installation, configuration, checking of technical and functional requirements. - 05% on completion of all works in all respects and issuance of completion certificate including migration (if applicable). **(##) Further billing breakup, if necessary, shall be recommended/ approved by Engineer-in-charge.**

5.7 (a)	**Package works (Supply, Installation, testing & Commissioning like CCTV works) Lumpsum**	**a. Package works (Supply, Installation, testing & Commissioning Like CCTV, fire alarm, access control works) Lumpsum.** - 60% (##) on receipt and acceptance of material at site. - 25% (##) on installation and completion of Civil, Structural, Mechanical, Electrical, instrumentation works. - 02% on receipt of spares at site. - 08% on completion of Testing & Commissioning. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further billing breakup, if necessary, shall be recommended/ approved by Engineer-in-charge.**
(b)	**Package works (Supply, Installation, testing & Commissioning like IT works, LAN system Lumpsum**	**b. Package works (Supply, Installation, testing & Commissioning Like IT works, LAN system) Lumpsum.** - 65% (##) on supply and acceptance of all materials at site. - 30% (##) on Acceptance which includes installation, configuration, checking of technical and functional requirements. - 05% on completion of all works in all respects and issuance of completion certificate including migration (if applicable). **(##) Further billing breakup, if necessary, shall be recommended/ approved by Engineer-in-charge.**
6	**TANKAGES**	**a. Free issue material** i. Design and plate work of floating roof for both, Open tank floating roof and Covered tank floating roof: - 05% on design of floating roof and approval of drawings. - 20% after fabrication. - 25% after erection. - 35% after welding, NDT / radiography and acceptance thereof. - 10% after testing. - 05% on completion of all works in all respects and issuance of completion certificate. ii. Plate work: - 05% on approval of fabrication drawings. - 20% after fabrication. - 25% after erection. - 35% after welding, NDT / radiography and acceptance thereof. - 10% after hydro-testing, disposal of water after hydro testing and cleaning of tank. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Material supplied by Contractor** i Design and plate work of floating roof for both, Open tank floating roof and Covered tank floating roof - 05% on design of floating roof and approval of drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 35% on receipt and acceptance of material at site. - 10% after fabrication. - 15% after erection. - 20% after welding, NDT / radiography and acceptance thereof. - 05% after testing.

		- 05% on completion of all works in all respects and issuance of completion certificate. ii Plate work - 05% on approval of fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - *35%* on receipt and acceptance of material at site. - 10% after fabrication. - 15% after erection. - 20% after welding, NDT / radiography and acceptance thereof. - 05% after hydro-testing, disposal of water after hydro testing and cleaning of tank. - 05% on completion of all works in all respects and issuance of completion certificate. iii Floating roof seals - 05% on design and approval of drawings. - 45% on receipt and acceptance of material at site. - 35% on installation. - 10% on testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate. iv Appurtenances, Mixers etc. - 65% after receipt and acceptance of material at site. - 20% after installation, providing reinforcement pads. - 10% after testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate. v. Calibration - 95% on submission of duly approved calibration charts. - 05% on completion of all works in all respects and issuance of completion certificate. vi. Painting - 30% on surface preparation and primer application. - 65% (##) on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.** vii. Tanks pads (including anti-corrosive layers) - 65% on construction of tank pad. - 20% on completion of anti-corrosive layer. - 10% on repair of anti-corrosive layers (if any)/pitching works and after testing of tanks - 05% on completion of all works in all respects and issuance of completion certificate. viii. Cooling Water System / Foam system - 70% on supply and fabrication. - 15% on erection, welding and NDT/Radiography including supports.

		- 10% on Hydro testing. - 05% on completion of all works in all respects and issuance of completion certificate. ix. Insulation Works - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 50% on supply and acceptance of material at site. - 15% after installation of material. - 20% on inspection after installation, its acceptance and removal of scaffolding, if any. - 05% on completion of all works in all respects and issuance of completion certificate.
7	**SPHERES (LUMPSUM BASIS)**	**a. Design & Engineering Cost** - 50% on submission of drawings and engineering details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Supply Cost (Spheres)** **Case-I: Shop Fabrication (Fabrication outside Project premises) & site Erection:** - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on prorate basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of structural steel/ pressing/forming of petals and crown etc on prorate basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 10% on receipt and acceptance of fabricated items at site on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:** - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 50% on receipt and acceptance of material at site on prorate basis. - 30% on fabrication of structural steel/ pressing/forming of petals and crown etc on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis. - 05% on completion of all works in all respects and issuance of completion certificate. **c. Site works cost (Site Erection):**

		- 80% on erection, alignment, welding/grouting, NDT on prorate basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **d. For all other items: Procurement & Supply** - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate. **Construction:** **Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.**
8	**MOUNDED BULLETS (LUMPSUM BASIS)**	**a. Design & Engineering cost.** - 50% on submission of drawings and design details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Supply Cost (Mounded Bullets)** **Case-I: Shop Fabrication (Fabrication outside Project premises) & site Erection:** - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on pro-rata basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of shell / Dished Ends etc. on prorate basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 10% on receipt and acceptance of fabricated items at site on prorate basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:** - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 50% on receipt and acceptance of material at site on pro rata basis. - 30% on fabrication of shell / Dished Ends etc. on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis. 05% on completion of all works in all respects and issuance of completion

		certificate. **c. Site works cost (Site Erection):** - 80% on erection, alignment, welding, NDT on prorate basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **d. For all other items: Procurement & Supply** - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/ installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate. **Construction:** **Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.**
9.	**DWST (Double Wall Storage Tank) (LUMPSUM BASIS)**	**DWST (Double Wall Storage Tank) (LUMPSUM BASIS)** **a. Design & Engineering Cost** - 50% on submission of drawings and engineering details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. **b. Supply Cost (Double wall storage tank)** **Case-I: Shop Fabrication (Fabrication outside Project premises) & site Erection:** - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on prorate basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of structural steel, shell, roof and bottom plate etc on prorate basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 10% on receipt and acceptance of fabricated items at site on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis - 05% on completion of all works in all respects and issuance of completion certificate. **Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:** - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 50% on receipt and acceptance of material at site on prorate basis. - 30% on fabrication of structural steel, shell, roof and bottom plate etc. on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorate basis.

		- 05% on completion of all works in all respects and issuance of completion certificate. **c. Site works cost (Site Erection):** - 80% on erection, alignment, welding/grouting, NDT on prorate basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **d. For all other items: Procurement & Supply** - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/ installation, alignment and grouting as required including testing where involved and required. - 05% on completion of all works in all respects and issuance of completion certificate. **Construction:** Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders.
9	**HEATERS**	
9.1	**Steel Works**	**a. In case of Contractor's supplied materials:** i. FABRICATION AT SITE - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 35% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 25% on erection, alignment, welding, grouting etc. - 05% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate. ii. FABRICATION AT YARD OUTSIDE PROJECT PREMISES - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 35% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated items at site. - 25% on erection, alignment, welding & grouting etc. - 05% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **b. At issue rates (chargeable basis):**

		- 05% on finalization of quantity, plan and submission of fabrication drawings. - 70% on transportation of material to site, fabrication, surface preparation and application of shop primer. - 15% on erection, alignment, welding/grouting etc. - 05% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **c. Free Issue:** - 05% on finalization of quantity, plan and submission of fabrication drawings. - 45% on transportation of material to site, fabrication, surface preparation and application of shop primer. - 35% on erection, alignment, welding/grouting etc. - 10% on completion of Final painting. - 05% on completion of all works in all respects and issuance of completion certificate.
9.2	**Coils**	**a. In case of Contractor supplied materials:** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 45% after receipt and acceptance of material at site. - 25% after fabrication, welding & NDT /radiography. - 05% after erection. - 10% after field welding is completed (including NDT/radiography and PWHT). - 05% after hydro-testing. - 05% on completion of all works in all respects and issuance of completion certificate. **b. i. In case of Owner supplied free issue material** - 60% after fabrication, welding, NDT / radiography. - 10% after erection. - 15% after field welding is completed (including NDT/radiography and PWHT) - 10% after hydro-testing. - 05% on completion of all works in all respects and issuance of completion certificate. **ii. Fabrication at Yard outside Project Premises.** - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 35%on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated items at site. - 20% on erection, alignment, welding & grouting etc.

		- 05% on completion of Final painting. - 05% after Hydrotesting. - 05% on completion of all works in all respects and issuance of completion certificate.
9.3	**Burners**	**a. In case of Contractor supplied material** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 65% after receipt and acceptance of material at site. - 25% after erection & alignment in position at site. - 05% on completion of all works in all respects and issuance of completion certificate. **b. In case of Owner supplied free issue material** - 95% after erection & alignment in position at site. - 05% on completion of all works in all respects and issuance of completion certificate.
9.4	**Air pre-heaters**	**a. In case of Owner supplied material as free issue** - 50% after erection. - 45% after alignment, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. **b. In case of Contractor supplied material** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 65 % after receipt and acceptance of material at site. - 15 % after erection. - 10% after alignment, testing etc. 05% on completion of all works in all respects and issuance of completion certificate.
9.5	**ID/FD Fans**	**a. In case of Owner supplied material as free issue** - 45% after transportation from stores / storage points to erection site and placing in position. - 30% after initial alignment, leveling and grouting. - 20% after final alignment and mounting of accessories etc. - 05% on completion of all works in all respects and issuance of completion certificate. **b. In case of Contractor's supplied material** - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - *45*% after receipt and acceptance of material at site. - 20% after transportation from stores / storage points to erection site and placing in position. - 15% after initial alignment, leveling and grouting. - 10% after final alignment and mounting of accessories etc. - 05% on completion of all works in all respects and issuance of completion certificate.
9.6	**Insulation Works**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 50% on supply and acceptance of material at site.

		- 15% after installation of material. - 20% on inspection after installation, its acceptance and removal of scaffolding, if any. - 05% on completion of all works in all respects and issuance of completion certificate.
9.7	**Refractory Works**	- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site. - 40% on receipt and acceptance of materials at site. - 30% on installation. - 15% on initial dry out and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate
9.8	**Painting Works**	- 30% on surface preparation and primer application. - 65% (##) on final painting. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge depending on number of intermediate coats.**
9.9	**Miscellaneous Works**	- 95% (##) on completion of work on pro-rata basis as certified in monthly progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**
10	**Laying of Pipeline and Associated Works (On Shore)**	
10.1	**Laying of Pipeline and Associated Works (On Shore)**	**a. PIPELINE LAYING:** **Free issue:** - 5% on completion of site development, stacking, clearing and grading of ROU etc. - 10% on completion of trenching by excavation/ blasting. - 5% on completion of stringing. - 15% on completion of Fabrication, Alignment, Field Welding. - 5% on completion of Radiography, NDT. - 5% on completion of Joint Coating. - 10% on completion of Lowering, laying of HDPE duct - 05% on completion of Tie-ins - 10% on completion of Backfilling. - 10% on completion of hydrotesting - 05% on dewatering, swabbing, magnetic cleaning plus electronic geometry pigging. - 10% on completion of restoration and marker installation etc. - 05% on completion of all works in all respects and issuance of completion certificate. The above payments shall be made subject to the following: a. For the purpose of payments of 10% on account of lowering and laying of HDPE duct, 05% on account of tie- ins and 10% on account of back filling, a minimum continuous stretch of 10 KMs or 5% of spread length whichever is lower, will be considered except for discontinuities on account of listed crossings. ii (i) is not applicable in case of city areas and where continuous ROU stretch is not released. iii. For discontinuity on account of major crossings specified in SOR (being paid separately as SOR item) crossing length shall not be taken into account for (i) and (ii) above for payment purposes.

		iv. All crossings, i.e, Creek, Railway, Road, Horizontal Directional Drilling and River crossings which are not separately listed in SOR items shall be paid on the basis of linear pipeline length laid. **b. OPTICAL FIBRE CABLE / HDPE (Supply)** - 10% on issuance of sub-order against submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - *75* % on receipt and acceptance of material at Project site / yard. - 10 % on Testing after laying as per specification. - 05% on completion of all works in all respects and issuance of completion certificate. **c. Installation of OFC** - 55 % on completion of laying / blowing of OFC through HDPE duct laid in the same Pipeline Trench. - 20 % on Supply & Erection of Jointing Pit, Jointing of OFC as per Specification. - 20% on OFC Testing as per specification. - 05% on completion of all works in all respects and issuance of completion certificate. **d. HDD WORKS** - 10 % on carrying out Geotechnical Survey and design Approval. - 25% on string preparation, NDT clearance, pre testing and Joint coating. - 10% on pilot hole drilling. - 35 % on reaming and Pulling of string. - 10% on Post testing, Tie in and backfilling. - 05% on Restoration including bentonite disposal and obtaining NOC - 05% on completion of all works in all respects and issuance of completion certificate. **e. MICROTUNELLING WORKS** Micro-tunneling and Pipeline installation along with associated works - 05% on submission and approval of drawings - 05% on all type of pre-construction survey required for Design & calculation. - 15% on construction of launching and receiving shaft. - 10% on Mobilization and placement of Micro-tunneling equipment along with all the accessories and consumables at site. - 35% on Supply and Installation of Jacking Pipe at site location. - 05% on Carrier Pipe pre-installation hydro testing / repair. - 08 % on Installation of carrier pipeline & HDPE ducts, MMO wire anode carrying ducts for CP, including provision of supports inside jacking pipe. - 07% on Blowing of OFC, gauging of pipeline, NDT, Post installation hydro-testing, dewatering and swabbing. - 05% on capping of jacking pipe, backfilling, final Clean-up & restoration (complete in all respect), disposal of drilling fluid and waste etc. and acceptance of the system by Owner. - 05% on completion of all works in all respects and issuance of completion certificate. **f. STATION WORKS (Receipt / Dispatch terminals):** Appropriate terms of payment for various items of works (civil, structural, mechanical, electrical, instrumentation etc.) shall be selected from the payment terms specified for item rate tenders. **g. TEMPORARY CATHODIC PROTECTION/ PERMANENT CATHODIC PROTECTION WORKS** The payment for Temporary Cathodic Protection System shall be made based on the actual measurement of Pipeline in KM protected. The lump sum price for

		Temporary & Permanent Cathodic Protection system shall be considered and payable on prorate basis as per the following break-up - 05% on approval of design Document. - 05% on issuance of sub-order against submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of material at sites. - 20 % on installation of the system progressively. - 25 % on testing and commissioning of CP system. - 05% on completion of all works in all respects and issuance of completion certificate. Note: Payment against testing and commissioning in case of Permanent Cathodic Protection shall include Post commissioning survey (DCVG/ CAT/ CIPL – as applicable) and interference mitigation.
10.2	**SUBMARINE PIPE LINE LAYING WORK (FREE ISSUE MATERIAL)**	Payment terms for pipeline laying are basic guidelines for payment of pipeline laying work. The payment terms need to be suitably modified, if required, depending on work and quantum of work in consultation with Project Manager and GM (C&P): **a. Submarine Pipeline laying on pro-rata basis.** - 05% on completion of pre-construction survey. - 20% on mobilization of Lay-barge and other equipment. - 10% on Receiving, Taking over & Transportation of Coated Line Pipes to Installation site. - 50% on completion of repairs, welding, radiography, NDT, Installation including Trenching, Dredging and backfilling etc. - 05% on completion of hydro testing. - 05% on submission of As Built drawings & all other drawings/ documents. - 05% on completion of all works in all respects and issuance of completion certificate **b. Installation of SPM & PLEM System** - 05% on completion of pre-construction survey. - 20% on mobilization of Lay-barge and other equipments. - 10% on Receiving, Taking over SPM & PLEM etc. - 55% on completion of Installation and Testing. - 05% on submission of As Built drawings & all other drawings/ documents. - 05% on completion of all works in all respects and issuance of completion certificate **c. Pre-Commissioning & Commissioning Assistance.** - 50 % on Flood, Clean, Gauge & Hydro Test of Pipeline. - 30% on after completion of Pre-Commissioning, Integration and acceptance of the SPM system in all respects - 15% on completion of commissioning Assistance. - 05% on completion of all works in all respects and issuance of completion certificate.
10.3	**COATING AND TRANSPORTATION OF COATED PIPES**	- 10% after bare pipes are lifted by coating agency from pipe supplier yard. - 65 % prorate payment along with taxes & duties after coating and acceptance - 20% on receipt of coated pipes at dumpsite including repair charges and transportation charges for coated pipes. - 05% on completion of all works in all respects and issuance of completion certificate.
10.4	**DUMPSITE**	- 10% on production of land lease agreement copy - 85% payment after development of dumpsite for receipt of pipes as per

	DEVELPMENT	specifications. - 05% on completion of all works in all respects and issuance of completion certificate.
10.5	**DUMPSITE MANAGEMENT**	- 85% on completion of work on pro-rata basis as certified in monthly progress bill. - 10% on restoration and obtaining NOC from land owner. - 05% on completion of all works in all respects and issuance of completion certificate.
11	**MATERIAL HANDLING**	a. As soon as any consignment against a Bill of Lading /AWB is delivered at Project site in full, contractor shall submit his bills in triplicate as per Schedule of Price to Officer-in-Charge. b. If any of the consignments are required to be stored in contractor's godown by EIL / Owner, contractor may raise part bills for the services completed. Note: Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
12	**Miscellaneous Works**	- 95% (##) on completion of work as certified in monthly progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. **(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.**
13	**For Lumpsum Rate Item (Not covered above)**	- 95% on completion of total work in all respects. (For all lumpsum item included in Schedule of Rate, Contractor shall furnish price breakup for quoted lumpsum prices for the approval of Engineer-in-Charge. Progressive payment for such items shall be made accordingly. In this regard decision of Engineer-in- Charge shall be final and binding to the Contractor). - 05% on completion of all works in all respects and issuance of completion certificate.
14	**PEB Buildings (Without Civil Foundation)**	**PEB Buildings (Without Civil Foundation)** - 05% on approval of design, detailed engineering and preparation of drawings & documents and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 3 months claim period. - 65% (##) on receipt and acceptance of pre-fabricated & pre-engineered structures / members with application of primer & painting at project premises. - 25% (##) on erection, alignment, welding, bolting, grouting etc. - 05% on completion of works in all respect and issuance of completion certificate. **(##) Further billing break up if necessary, shall be recommended/ approved by Engineer-in-charge.**
15	**PEB Buildings (With Civil Foundation)**	**PEB Buildings (With Civil Foundation).** - 05% on approval of design, detailed engineering and preparation of drawings & documents and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 3 months claim period. - 45% (##) on receipt and acceptance of pre-fabricated & pre-engineered structures / members with application of primer & painting at project premises. - 45% (##) on Civil Works erection, alignment, welding, bolting, grouting etc.

		- 05% on completion of works in all respect and issuance of completion certificate. **(##) Further billing breakup if necessary, shall be recommended/ approved by Engineer-in-charge.**
16	**Marine Cum Erection All Risk Insurance:**	**Marine Cum Erection All Risk Insurance:** Progressive payments shall be released to contractor against running account bills duly certified by Engineer in-charge after affecting the necessary deductions/ recovery, if any . The basis for payment against various items shall be as follows: **a. Premium for Marine Insurance :** 100% upfront premium of premium against Marine insurance coverage after award of work and within a week of receiving the Proforma Premium invoice. The contractor shall submit the tax invoice and proof of payment of GST at the earliest but not later than 3 months of realization of payment. **b. Premium against Erection All Risk (EAR) Cover :** • Premiums are to be released in installment on quarterly basis. • First premium shall be 5 % of the total Premium plus (95% of total premium /No of installments) within a week of receiving of invoice • Subsequent premium shall be of 95% of total Premium /No of installments and payable within due date of payment as specified in the policy. • The last premium shall be released at least six months before expiry of the policy. No of Installment= [1+{Period in months-6} /3] The contractor shall submit the tax invoice and proof of payment of GST at the earliest but not later than 3 months of realization of payment.
17	**Third Party Inspection services :**	**Third Party Inspection services:** Progressive payments shall be released to contractor against running account bills duly certified by Engineer in-charge after affecting the necessary deductions/recovery, if any a. **Third Party Inspection services for inspection of equipment and materials including package items (Wherein flat percentage rate have been specified):** • Inspection services for the PO item: 90% shall be paid along with IRN of the respective PO item in complete status on prorate basis • 10% shall be paid along with issue of completeness certificate for final documentation as per VDR and on receipt and acceptance of all materials at site. **b. Third Party Inspection services for inspection of equipment and materials including package items based on man-day rate:** • 90% against submission of monthly bills and time sheet certified by the engineer in-charge • 10% shall be paid along with issue of completeness certificate for final documentation as per VDR and on receipt and acceptance of all materials at site. **c. For other services like attending monthly review meetings based on Man day rate 100% against submission of monthly bills and time sheet certified by the engineer in-charge.**

NOTE:

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by the Owner.

4. Completion certificate is the certificate as specified in the Special Conditions of Contract.
5. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.
6. Where ever milestone payment is linked with sub ordering, Engineer-in-charge shall ensure that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.
7. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against "Incoming Material Inspection Report" issued by EIL. Engineer-in-Charge shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

MEASUREMENT OF WORK

[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]

MEASUREMENT OF WORK

1.0 GENERAL

The mode of measurement shall be as per the details mentioned in this Annexure.

1.1 In case of discrepancy between measurement of work specified in this Annexure, Standard Specification/ Job Specification, Schedule of Price/Rates etc., precedence shall be given in following order :

1.2 Measurement of works as per this Annexure of SCC.

1.3 Measurement of works as mentioned in Standard Specification/Job Specification.

1.4 Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.

1.5 In case the clarity is not in the above documents, then it shall be as per BIS and if it does not exist in BIS also, then Measurement of works shall be as decided by Engineer-in-Charge.

1.6 Payment will be made on the basis of joint measurements taken by Sub-contractor and certified by Engineer-in-Charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.

1.7 Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, Sub-contractor shall take physical measurements in the presence of Engineer-in-Charge.

1.8 Measurements will be made on the basis of following units indicated in unit column of schedule of rates.

Weights	MT or Kg
Length	M (Metre)/ CM (Centimetre)/ MM (Millimetre)
Number	No.
Volume	Cu.M
Area	Sq.M

1.9 Welds, bolts, nuts, washers etc. shall not be measured. No payment for temporary works connected with this Contract or for items such as weld, shims, packing plates etc. shall be made by Owner. Cost of above items shall be included in the unit rates quoted.

1.10 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.

2. GENERAL CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS

The measurement of works as mentioned in the relevant Technical/Standard Specification shall be followed.

3. PIPING AND RELATED WORK

3.1 PIPING

a) Payment will be made based on linear measurement as per execution drawings.

b) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, inline filters, desuperheaters etc. Length of all types of valves (except socket weld and screwed valves upto 1.5" size) shall be excluded in this measurement. However, no separate payment for socket weld valves upto 1-1/2" size shall be made and the quoted rates for piping shall be deemed to include the same.

c) The socket weld fittings shall be supplied to the sub-contractor as per the requirements of the drawings. All other hot/cold bends, reducers etc. for size 1-1/2" and below shall be fabricated and erected as per requirements by the sub-contractor at no additional cost and his rates for piping of size 1-1/2" and below shall be inclusive of this work.

d) The forged tees shall be supplied to the sub-contractor as per the requirement of the drawings. All other branch connections including reinforcement pads shall be accomplished by pipe to pipe connections. The rates quoted for piping shall be inclusive of making branch connections. The reinforcement pads shall be measured separately.

e) Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the sub-contractor within his quoted rates for piping. However, vents and drains required temporarily for flushing and testing shall be provided by the sub-contractor at their cost.

f) Fabrication of spool pieces for temporary use to aid Sub-contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Sub-contractor at his cost as part of piping work and no separate payment shall be made for the same.

g) In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.

h) As regards safety valves, size of valves will be identified by inlet pipe size.

i) Reducers will be paid alongwith piping of larger dia- meter except in the case of funnels where they are welded only to the smaller diameter pipe, for which payment will be made alongwith piping of such smaller dia.

j) All piping attachments such as couplings, orifice plates, steam traps, strainers, earthing lugs etc. shall be provided by the Sub-contractor as part of piping erection work and no separate payment will be made for the same.

3.2 Piping Works

Measurement of above ground and underground piping shall be done in the following manner:

3.2.1 Fabrication of Piping

Measurement for fabrication of pipe shall be done on the basis of Inch. dia (the nominal diameter of pipe in 'Inches' multiplied by number of weld joints). All pre-fabrication work (including transportation of materials to site, fit up, shop weld, fabrication of spool pieces for erection) as well as all piping welding in situ are covered in Inch. dia. of fabrication. This shall include all types of SW/BUTT-welding e.g. GTAW, SMAW.

Payment shall be made based on the unit rate against following diameter range of pipes and type of welds, under the headings of pipe metallurgy (CS/AS/SS etc., separately for IBR/NIBR and thickness upto 10 MM/10-20 MM/20-30 MM/30-40MM etc.).

Butt Welds
Upto 1-1/2" NB
2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

Fillet Welds
Upto 1-1/2" NB
2" to 6" NB
8"to14"NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

Total welding for slip on flanges shall be accounted as one single joint per flange.
Seal welds, wherever required shall not be counted under weld joints.

No separate payment shall be made for welding involved in pipe supports.

Branch welds shall be considered under butt welds

3.2.2 Erection of Piping

Measurement will be done based on Inch. Meter (the nominal diameter of pipe in 'Inches' multiplied by the installed length of piping in 'Meters') as per execution drawing. Inch. Meter shall include all work pertaining to Erection of Fabricated spools/straight lengths, providing vent, drains, instrument tapings, alignment, hydro-testing and all other activities required as per item description, but not covered in scope under Inch. dia.

Payment shall be made based on the unit rate against following diameter range of pipes:

Upto 1-1/2" NB
2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, filters, desuperheaters etc. Length of all types of valves

except socket weld valves upto 1-1/2" shall be excluded in this measurement. However, no separate payment for socket weld valves upto 1-1/2" size shall be made and the quoted rates for piping shall be deemed to include the same.

3.2.3 REMARKS:

Measurement of following flanged/ screwed items shall be in linear Running meter basis/Lumpsum basis, as applicable:

i) Clad steel piping

ii) Cement lined piping

iii) Rubber lined piping

iv) Teflon lined piping

v) Plastic piping (HDPE etc.)

vi) Galvanised piping

vii) Jacketed piping

viii) Steam Tracers

ix) Tubing

Measurement of following items shall be on number basis:

- Piping Specials like Mitres & Fabricated Reducers
- Reinforcement pads

3.3 Fabrication of Specials

For fabrication of mitre bends and reducers (concentric & eccentric) from the pipes/ Steel plates/ fabricated pipes to be supplied by Owner free of cost, payment will be made on numbers of such specials at the rates given separately in Schedule of Rates. The unit rate shall be inclusive of tests such as DP/ MP as mentioned in item description of an item. However, the erection of mitre bends and reducers shall be part of piping erection work and the rates for piping will be inclusive of this work.

3.4 Valves

All types of valves such as gate/ globe / check / plug / needle/ ball/ control/ safety valves/ Gate Valves/ Butterfly valves etc. will be measured and paid on number basis at the rates given in the Schedule of Rates. Dismantling and re-erection of the valves required for the purpose of testing, calibration etc. shall not be considered for measurement as same are to be carried out by the sub-contractor within his quoted rates. The length of such valves along with companion flanges shall be excluded from piping length.

3.5 Fabrication of Supports

Measurement and payment of fabrication of pipe supports shall be on weight basis.
Bolts, nuts and washers including U-bolt will be supplied by sub-contractor. Weight of bolts, nuts and U-bolts etc. shall not be added to the weight of pipe support for payment purpose. Spring supports, if any, shall be supplied by Owner as Free Issue.
Erection of all types of supports, including grouting of supports, if required, shall be carried out by the Sub-contractor as part of piping work and no separate measurement & payment will be made for it. However, for erection of pre-issued support assemblies like spring, strut, snubber etc., payment shall be done separately.

3.6 Post Weld Heat Treatment (Stress Relieving)

Measurement and payment for post weld heat treatment shall be on the basis of per circumferential joint for different diameters of pipes as per the rates quoted. Repeat post weld heat treatment for repaired joints or otherwise due to Sub-contractor's fault will be carried out at Sub-contractor's cost. In case of attachment welding (of support to piping) undergoing PWHT, the weld length shall be considered for payment on the basis of equivalent circumferential weld joint.

3.7 Radiography/ Dye-Penetrate (DP) Test / Magnetic Particle (MP) Test

Measurement and payment for radiography shall be made on the basis of circumferential joints for different pipe diameter. Repeat radiography due to defective films or on repaired joint due to Sub-contractor's fault or for additional radiography necessitated due to poor performance of Sub-contractor's welder will be done at Sub-contractor's cost.
Measurement and payment for magnetic particle and dye penetrate test will be on the basis of weld length tested/ circumferential weld joints as mentioned in schedule of rates.
The cost of DP/MP test included in item description of piping items such as Fabrication of Specials, Reinforcement Pads etc. shall be included in the quoted unit rate and no additional payment for such DP/MP test for such items shall be made. Payment for DP/MP test shall be made only for such items where DP/MP test is not included in item description.
The cost for performing Positive Materials Identification (PMI) using alloy analysers including hiring of such equipment and mobilisation of the same to site shall be included in the unit rate for all such items of piping where PMI is specified in the item description.

4. PAINTING ON EQUIPMENTS/ PIPING/ STRUCTURAL STEEL ETC.

4.1 Painting on Equipments

For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
For equipment numbering, name, lettering and stencilling (only for Pressure Vessels) separate payment for letter shall be made as per the rates mentioned in Schedule of Rates.
For pumps, motors and compressors measurement shall be made on number basis.

4.2 Painting on Piping, Specials and Fittings

Payment will be made on linear measurement in 'Meters' corrected to the nearest centimetre.
Piping shall be measured along the centre line through all types of fittings and flanges.
Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves which shall be paid separately on number basis.
There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on uninsulated and insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such works.

4.3 Painting on Steel Structure

Payment for steel structures shall be made on the basis of admissible weight of structure painted.
Welds, bolts, nuts, washers etc. shall not be measured and paid as rates for painting of structure are inclusive of painting of such items.

5. THERMAL INSULATION WORKS

The mode of measurement shall be as per the details mentioned in this Annexure.

In case of discrepancy between measurement of work, specified in this Annexure. Standard Specification/Job Specification, Schedule of Price/Rates etc., precedence shall be given in following order :

- Measurement of works as per this Annexure of SCC.
- Measurement of works as mentioned in Standard Specifications/Job Specification.
- Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.

In case the clarity is not in the above documents, then it shall be as per BIS and if it does not exist in BIS also, then Measurement of works shall be as decided by Engineer-in-Charge.

Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-Change. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.

Wherever work is executed based on instructions of Engineers-in-Charge or details are not adequate in the drawings, Contractor shall take physical measurements in the presence of Engineer-in-Charge.

Welds, bolts, nuts, washers etc, shall not be measured. No payment for temporary works connected with this Contract or for items such as weld, shims, packing plates etc, shall be made by OWNER. Cost of above items shall be included in the unit rates quoted.

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.

Piping

Measurement of piping shall be taken/considered along Curvilinear centre lines of pipe insulated and through all fittings which are insulated but excluding valves, instruments and fittings which are insulated measurements shall be considered as under :

a) For all types of valves, including control valves on which removable box has been provided: payment shall be made per number. This shall be including mating flanges on both side and proper body of valves/control valves.
b) For all type of flange assembly including orifice plate, payment shall be made on number basis.
c) For bends, additional measurement equivalent to single length of curvilinear centre lines of bends shall be added to the respective size of piping.
d) Reducers will be considered with larger diameter.
e) No extra payment shall be made for tees, branch connections and inspection plugs and the rates quoted shall be inclusive of all these items. Branch connections shall be measured from the outer surface of the header.
f) No extra payment shall be made for vents, drains and instrument connections having nozzles length upto 12". However, if the length of such connections

exceeds 300mm the same will be paid as per piping measurement in respective sizes.

g) For all fittings measurement along curvature centre line shall be considered.

h) Steam/Refrigerant traced lines and untraced pipelines shall be normally specified and measure separately Steam/Refrigerant traced lines shall also be normally specified and measured separately, according to the number of tracers.

i) For steam/Refrigerant traced pipelines, which are specified and are measured separately, only the diameter of the main pipelines (s) shall be reckoned for measurement of insulation. No. separate measurement shall be made for the insulation of the steam tracer line(s) which shall be deemed to have been covered under the insulation of the main pipeline.

j) For all fittings measurement along curvature centre line shall be considered.

NOTE :

All other mode of measurement not covered in above clauses shall be measured in accordance with relevant BIS codes/Schedule of Rates/Specifications etc. and/or as decided by Engineers-in-Charge. The above measurement of works shall not be applicable for lumpsum items of SOR.

TAXES & DUTIES

(ANNEXURE-IV to SCC)

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A. Price basis w.r.t inclusion/exclusion of taxes and duties

1. The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively) and GST compensation cess, (if applicable) leviable on sale of finished goods/services.
2. In case of foreign bidders, bidders shall submit their prices on FOB international sea port of exit basis/CFR on destination port basis *Note-1 (INCOTERM XXXX *Note-2), unless otherwise stated in the bid document. FOB/CFR *Note-1 prices quoted shall be inclusive of all applicable taxes up to FOB international sea port of exit/CFR on destination port basis *Note-1.
3. Transportation charges (if applicable) up to respective project site shall be exclusive of GST.
4. Site work prices, if applicable shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
5. Prices of per diem supervision charges, training/AMC, HAZOP Study etc. (as applicable) shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in any territory other than India.

B. TAX CLAUSES

1. Goods and Services Tax

a. The supplier/contractor will be liable to register with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods/services in its own registration (GSTN).

b. Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by Owner. In the event that the supplier/contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, Owner shall not be liable to make any payment on account of GST against such invoice.

c. In case supplier/contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect

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shall be furnished by the supplier/contractor in format prescribed along with the Invoice.

d. GST shall be paid to supplier/contractor against receipt of Tax Invoice/E-Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, Owner shall with hold the payment of GST.

e. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit Is denied/delayed to Owner or any interest/penalty is charged to Owner due to any non-compliance/ delayed compliance by the supplier/contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/contractor), the supplier/contractor shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.

f. In case of any Advance including Mobilization/Secured/Other Advance is granted to supplier/contractor as per the provisions of Contract, then the supplier/contractor shall issue a Receipt Voucher / GST Invoice in the form and manner prescribed under GST Act read with Rules thereunder including e-invoicing provisions.

g. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the GST Act read with Rules thereunder including e-invoicing provisions.

h. GST payable under reverse charge for specified services/goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, then Owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by Owner to supplier/contractor.

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i. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to Owner, then Owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by Owner to contractor/supplier.

j. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/contractor.

k. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/contractor shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.

l. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.

m. Owner prefers to deal with registered supplier/contractor of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

n. In case of foreign bidders, for supervision/site-work/training, services provided by foreign bidder at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and price of such services will be loaded with applicable GST while evaluation of bid as per clause E (Evaluation methodology).

o. Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of

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quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.

p. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor raises invoices for full value, then supplier/contractor shall issue Credit Note, in the form and manner prescribed under relevant GST Act read with Rules thereunder, towards applicable PRS amount with applicable GST thereon.

In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, Owner shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor.

In case any financial implication arises on Owner due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. Owner shall be entitled to recover the amount of such financial implication paid or becoming payable by Owner together with penalty and interest thereon, if any.

q. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.

r. In case of applicability of any recovery as per provisions of the contract, Owner shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

2. IMPORT DUTIES

a. Direct supplies by foreign suppliers where, client becomes consignee :
   i. Consignee shall be Owner, bill of entry shall be filed by Owner, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be paid by Owner.

b. Imported supplies by Indian suppliers as built in import content where Suppliers/Contractors will become consignee of the goods by filling Bill of Entry for Home consumption
   i. Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and

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supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.

ii. Bidder to indicate, in relevant price schedule, CIF value of built-in import content and applicable merit rate of custom duty, Social Welfare Surcharge on custom duty (considering the input tax credit of IGST, GST Compensation Cess on imported material) included in quoted price, in the price schedule.

iii. In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request letter submitted by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the Owner or it shall be recovered by the Owner from the supplier/contractor's invoice.

iv. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.

v. If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.

vi. If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the Owner.

vii. If bidder has considered Import Duty other than Merit Rate of Import Duty then statutory variation on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.

viii. In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

c. General points:

i. In case Owner is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or material by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/contractor, the supplier/contractor shall indemnify and hold harmless the Owner for

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any and all costs, expenses or losses suffered or incurred by Owner in this regard

ii. If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/treaty etc. are strictly complied with.

iii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable if any

iv. Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/ CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.

v. Documentation to be furnished for availing the exemption /waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

vi. Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

vii. In case custom duty rate as quoted by Foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from Foreign bidder.

3. INCOME TAX

a. Foreign supervisors/suppliers/contractors

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Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Act and Rules there under.

Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for TDS shall be provided to the supplier/contractor.

In case foreign bidder quotes Prices of site work, contracts and other services "net of Income Tax" i.e., exclusive of Indian income tax, Owner shall deduct and deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per Indian Income Tax Act and Rules thereunder.

Foreign bidder shall furnish the information required in line with the prevalent provisions of Income tax act read with rules thereunder including but not limited to Tax residency certificate, Form 10F, No permanent establishment declaration, No business connection certificate, PAN in India if available.

Failing to provide above documents/information, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.

If the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.

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

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

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In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

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

b. Indian resident supervisors/ suppliers/contractors

Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.

Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

Owner shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted or withheld and deposited by Owner on payments made to the supplier/contractor to enable the supplier/contractor to claim the credit of Tax deducted by Owner.

c. INCOME TAX (General Points):-

i. The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities/liabilities under such laws in relation to or arising out of the Contract. For the lapses/failure, if any, on the part of the supplier/contractor and consequential penal action taken by the Income Tax department, Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/contractor.

ii. The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the Owner with the Income Tax Authorities in India and will not be adjustable by the Owner. It is therefore in the interest of the supplier/contractor that prior to release of any

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payment due to the supplier/contractor under the Contract that the supplier/contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the supplier/contractor shall be made by the Owner after withholding/deduction at the rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.

iii. TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the Owner against submission of Form-16A (TDS certificate).

C. INVOICING METHODOLOGY W.R.T. TAXATION

following invoicing methodology shall be applicable:

1. In case of domestic / foreign PO's (Other than 2 below) , Invoice/E-Invoice shall be raised by the supplier/contractor in the name of Owner and consignee shall be Owner.
2. In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/contractor shall bring material at project site in their own name and they themselves shall be consignee. As per provisions of contract between Owner and supplier/contractor, Invoice/E-Invoice shall be raised by supplier/contractor to Owner after charging GST.

D. APPLICABILITY OF TAX CREDIT

GST input credit is available to Owner.

E. EVALUATION METHODOLOGY W.R.T. TAXES

Following shall be loaded for evaluation:

1. Applicable Custom Duty, Social Welfare Surcharge etc, (excluding IGST & GST Compensation Cess (if applicable) on imported material which shall be dealt as per bid evaluation methodology given in E2 below) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filled by Owner.
2. GST on which input credit is not available to Owner including GST Compensation Cess (if applicable).
3. Applicable Income tax, in case foreign bidder quotes prices net of taxes.

F. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

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G. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE FACTORY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since contractors/suppliers shall bring material at project site in their own name and raise invoice to Owner (as per payment milestone achieved) after charging GST, location of fabrication yard whether inside or outside factory premises will not attract any additional liability.

H. TAX IMPLICATION WHERE OWNER WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTORS/SUPPLIERS

Where Owner issues FIM's to suppliers/contractors, material will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.

I. STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/Contractor except for the following:

1. GST: If after the due date of submission of last price bid and up to the contractual delivery/completion period (*Note 4), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase / decrease) to / from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in GST after the contractual delivery/completion period (*Note 4) shall be to Supplier's/Contractor's account. However, any decrease in the rate of GST shall be passed on to Owner.

   For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

2. Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS): If after the due date of submission of last price bid and upto the XX (*Note-3) of contractual delivery/completion period (*Note 4), any increase/decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to Owner's account and shall be adjusted (increase/decrease) to/from the Supplier's/Contractor's invoices based on the documentary evidence.

   Any increase in rate of BCD & SWS on materials imported after the XX (*Note-3) of the contractual delivery/completion period (*Note 4) shall be to Supplier's/Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to Owner.

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For calculating Statutory Variations in BCD/SWS, ceiling amount of CIF Value and rate of custom duty as declared by the Bidder in relevant price schedule shall only be considered.

Note: Indian supplier/contractor to consider input tax credit of IGST and GST Compensation Cess if any (in case of import of raw Materials / components) in their quoted prices. Hence, Statutory variations on same in case of imported materials from outside India in Supplier's/Contractor's name (i.e., for Indian Bidders) shall be to Supplier/Contractor account.

3. Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of last price bid but upto the contractual date of delivery/completion (*Note 4) shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier/contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/Contractor's account.

J. TAX INDEMNITY

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the Owner arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the Owner.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.

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GENERAL:

1. *Note-1 Mode of Transport i.e. Sea / Air or otherwise and Price Basis i.e. FOB/CFR/CIF or otherwise.
2. *Note-2 Applicable INCOTERM.
3. *Note-3 Time period
4. *Note-4 Contractual delivery/completion period shall include extended contractual delivery/completion period for the reasons attributable to Owner or due to Force Majeure condition.

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<On Bidder Entity's Letterhead>

Annexure-A

We, <Name of Bidder entity>, a *Proprietorship firm / Partnership firm / Company, having its registered office at < address>, having PAN No. _____and GSTIN No._____ , hereby declare that we are not required to comply with e-invoicing provisions under GST.

We also hereby declare that We will update Engineers India Limited/ OWNER (herein after referred to as EIL/Owner) in case there is any change in the above details or in case we are required to adhere to e-invoicing provisions under GST due to any subsequent change in law. In such case, we shall comply with provisions of e-invoicing regime as and when the same becomes applicable to us.

We hereby declare the above statement is true and correct and we shall indemnify and hold EIL/Owner good for any demand, credit reversal, denial of refund, loss, interest or penalty, suit, action, costs and expenses whatsoever (including attorneys' fees and associated legal costs) which may be commenced against and/or incurred by EIL/Owner due to any incorrect declaration or non-compliance by us and EIL/Owner shall have the right to withhold or recover any such loss/cost/expense from any amount payable to us.

<Name and signature of authorized signatory >

For <Name of entity>

<Entity's Seal/Stamp>

<Date>

*Delete whichever is not applicable.

KEY CONSTRUCTION MANPOWER TO BE MOBILIZED BY THE CONTRACTOR AT SITE

[ANNEXURE –V TO SPECIAL CONDITIONS OF CONTRACT]

KEY CONSTRUCTION MANPOWERTO BE MOBILIZED BY THE CONTRACTOR DURING EXECUTION OF HDPE PIPELINE LAYING AND INSTALLATION FROM PLL PLANT TO GIDC PUMPING STATION FOR PDH- PP PLANT AT DAHEJ

S. NO.	DESCRIPTION	NOS.
1.	RCM	1
2.	DISCIPLINE ENGINEER - CIVIL & STRUCTURAL	 1
3.	QA/QC ENGINEER	1
4.	PLANNING ENGINEER	1
5.	SAFETY OFFICER & OTHER SAFETY PERSONNEL	AS PER HSE SPEC (6-82-0001)
6.	QUANTITY SURVEYOR	1
7.	DISCIPLINE ENGINEERS+ SUPERVISORS - MECHANICAL/NDT - CIVIL / STRUCTURAL - QAQC ENGINEER - LICENCED ELECTRICIAN	 1 1+1 1 1

NOTES

1) Above key construction manpower is required to be deployed by the contractor to complete the work within schedule. Contractor is required to augment the above list with additional numbers/categories of personnel as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.

2) The Key Construction Personnel identified above shall be well qualified & having adequate relevant experience, as specified in document No. 7-82-0003 enclosed elsewhere in the bidding document. The other manpower shall also be qualified and experienced with their assigned work.

3) Key Construction personnel identified above shall be deployed by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.

4) CVs of key persons proposed to be deployed shall be submitted to Owner/Engineer-In-charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-In-charge.

(STAMP & SIGNATURE OF BIDDER)

QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON-MOBILIZATION

[ANNEXURE –VI TO SPECIAL CONDITIONS OF CONTRACT]

प्रमुख निर्माण कार्मिकों के लिए अपेक्षित योग्यता एवं अनुभव और तैनाती न करने पर जुर्माना

QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON-MOBILIZATION

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
2	25.07.2025	Revised & Updated	DK	SBB	KS	MN
1	01.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	12.06.2015	Doc. No. 9-1940-0001 Rev 1 has been revised and issued as Standard	DJ	RK	MD	SC

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Abbreviations:

CV	:	Curriculum Vitae
EPC	:	Engineering, Procurement & Construction
EPCC	:	Engineering, Procurement, Construction & Commissioning
ISO	:	International Organization for Standardization
NDT	:	Non-Destructive Testing
QA/QC	:	Quality Assurance /Quality Control
RT	:	Radiography Testing
UT	:	Ultrasonic Testing

Construction Standards Committee

Convenor : Sh. K. Swaminathan HOD (Construction)

Members :
Sh. DSN Murthy, ED (Projects)
Sh. Udayan Chakravarty, CGM (Piping)
Sh. SB Burman, Sr. GM (Construction)
Sh. Abhijit Chakraborty, GM (Construction)
Sh. Pankaj Kumar Rai, DGM (Construction)
Sh. S. Padmanathan, DGM (SCM)
Sh. Dhananjay, AGM (Construction)

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2. PENALTY FOR NON-MOBILIZATION OF KEY CONSTRUCTION PERSONNEL.... 5

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Qualification & Experience (Post Qualification)

CATEGORY	QUALIFICATION & EXPERIENCE (POST QUALIFICATION) REQUIRED			
Resident Construction Manager/ Resident Engineer/Site-In-Charge	Degree or Diploma in Engineering with minimum following relevant experience in construction:			
	Awarded value (Rs) →	< 10 Cr. Works	10 - 50 Cr. Works	> 50 Cr. Works
	Degree holders	5 yrs	10 yrs	15 yrs
	Diploma holders	8 yrs	13 yrs	20 yrs
Lead Discipline Engineer (Mechanical, Civil, Electrical, Instrumentation)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead Welding/ NDT Engineer	Degree or Diploma in Mechanical Engineering/ Metallurgy with the minimum following experience in Welding & NDT (Non-Destructive Testing) and possessing valid Level-II certificate in the relevant NDT methodology (RT/UT)			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead QA/QC Engineer	Degree or Diploma in Engineering with following experience (refer Note 1 also) :			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs of construction experience of which minimum 1 years in QA/QC	5 yrs of construction experience of which minimum 2 years in QA/QC	10 yrs of construction experience of which minimum 3 years in QA/QC
	Diploma holders	5 yrs of construction experience of which minimum 3 years in QA/QC	8 yrs of construction experience of which minimum 5 years in QA/QC	13 yrs of construction experience of which minimum 6 years in QA/QC
Lead Planning Engineer	Degree or Diploma in Engineering with following experience in Planning & Scheduling			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	8 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Safety Officer/ Supervisor	As per HSE Specification enclosed elsewhere in the bidding document.			

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Warehouse- In- Charge/ Materials Manager	Diploma in Engineering or Diploma in Materials Management or Graduate in any stream with min. following experience in Warehousing/ Stores Management:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Experience	3 years	5 yrs.	10 yrs.
Quantity Surveyor	Degree or Diploma in Engineering with minimum following experience in quantity estimation, field measurement, bill preparation etc. in Construction field:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	2 yrs	3 yrs	5 yrs
	Diploma holders	4 yrs	6 yrs	8 yrs
Discipline Engineer	Degree in relevant Engineering Discipline with minimum 2 years of relevant experience in construction or Diploma in relevant Engineering Discipline with minimum 4 years of relevant experience in Construction. Welding / NDT engineer shall possess valid Level-II certificate in the relevant NDT methodology (RT/UT).			

NOTES: (For Table)

1. For Civil & Structural, Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 50 crores, the Lead QA/QC Engineer shall be a qualified internal auditor for ISO 9001.
2. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in-Charge.

PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off meeting / jointly agreed between contractor and PMC / Owner based on front availability etc.

- Rs. 10000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge.
- Rs. 5000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge, Lead Discipline Engineers, Lead Welding / NDT Engineer and the Quantity surveyor.
- Safety Officer (As per HSE Specification).

NOTES: (For Penalty Clauses)

a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty.

b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge, else penalties as above shall be applied.

c) Total of above penalties shall not exceed 2% of the awarded contract value.

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QUALITY MANAGEMENT SYSTEM

[ANNEXURE –VII TO SPECIAL CONDITIONS OF CONTRACT]

बोलीकर्ता से गुणवत्ता प्रबंधन प्रणाली अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENTS FROM BIDDERS

Rev. No	Date	Purpose	Prepared by	Checked by	Approved by: Standards Committee Convener	Approved by: Standards Bureau Chairman
2	12.06.20	General Revision	QMS Standards Committee	QMS Standards Committee	SKB	SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND

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Abbreviations:

ISO	-	International Organization for Standardization
MR	-	Material Requisition
PO	-	Purchase Order
PR	-	Purchase Requisition
QMS	-	Quality Management System

QMS Standards Committee

Convener: Mr. S.K. Badlani

Members: Mr. Sanjay Mazumdar (Engg.)
Mr. R.K. Singh (SCM)
Mr. B. Biswas (SCM)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)

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1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers / contractors after award of work / during contract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word "BIDDER" means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0002	Specification for Documentation Requirements from Contractors
6-78-0003	Specification for Documentation Requirements from Suppliers

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 "Quality Management Systems – Requirements." Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a certification agency. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER'S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall prepare and submit for review / record, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER'S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER'S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production / manufacturing, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

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5.2 BIDDER shall identify all specified or implied statutory and regulatory requirements and communicate the same to all concerned in his organization and his sub contractor's organization for compliance.

5.3 BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.

5.4 BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:

- Resources
- Product / deliverable characteristics to be controlled.
- Process characteristics to ensure the identified product characteristics are realized
- Identification of any measurement requirements, acceptance criteria
- Records to be generated
- Need for any documented procedure

The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL / Owner for review / approval, before commencement of work.

5.5 Requirements for sub-ordering of outsourced items / sub-contracting / purchasing of services specified in MR / contract / tender shall be adhered to. In general all outsourced items will be from approved vendors of EIL. Wherever requirements are not specified, or approved sub vendors do not exist, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements in concurrence with EIL / Owner. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.

5.6 BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable

a) the availability of information that describes the characteristics of the product
b) the availability of work instructions
c) the use of suitable equipment
d) the availability and use of monitoring and measuring devices
e) the implementation of monitoring and measurement
f) the implementation of release, delivery and post-delivery activities

5.7 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.

5.8 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.

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5.9 BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product. If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.

5.10 BIDDER shall ensure the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the MR/ tender shall be adhered to.

5.11 BIDDER shall establish system to ensure that inspection and testing activities are carried out in line with requirements. Where necessary, measuring equipment shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipment shall be protected from damage during handling, maintenance and storage.

5.12 BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.

5.13 BIDDER shall monitor and measure the characteristics of the product / deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the approved ITPs or ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.

5.14 BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery

5.15 All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective actions shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur. The BIDDER shall take appropriate actions to address the Risks and Opportunities in the project.

5.16 All deficiencies noticed and reported by EIL / Owner shall be analyzed by the BIDDER and appropriate corrective actions shall be implemented. BIDDER shall intimate EIL / Owner of all such corrective action implemented by him.

5.17 BIDDER should follow the standards, specifications and approved drawings. Concessions / Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession / deviation request must be made by the BIDDER through online system of EIL eDMS. URL of EIL eDMS is http://edocx.eil.co.in/vportal.

5.18 BIDDER shall have documented procedure for control of documents.

5.19 All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.

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6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be available with bidder for scrutiny by EIL / Owner. EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above, EIL, Owner and third party appointed by EIL / Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner/ TPIA, as applicable.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan / Quality Assurance Plan
- Job specific Inspection Test Plans, if not attached with PR
- Job Procedures
- Inspection / Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project.

- Quality Manual
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers,
- Project QMS audit report
- Technical audit reports for the project
- Corrective action report on the audits

Documents as specified above are minimum requirements. BIDDER shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

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KEY CONSTRUCTION EQUIPMENT TO BE MOBILIZED BY THE CONTRACTOR AT SITE

[ANNEXURE –VIII TO SPECIAL CONDITIONS OF CONTRACT]

KEY CONSTRUCTION EQUIPMENTS TO BE MOBILIZED BY THE CONTRACTOR DURING EXECUTION OF HDPE PIPELINE LAYING AND INSTALLATION FROM PLL PLANT TO GIDC PUMPING STATION FOR PDH- PP PLANT AT DAHEJ FOR M/s PLL

SL. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
1.	HYDRAULIC/PNEUMATIC RIG & RELEVANT ACCESSORIES FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES ALONG WITH CRANE FOR ASSEMBLY OF RIG.		1
2.	CONVENTIONAL PILING RIG & RELEVANT ACCESSORIES FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		AS REQUIRED
3.	TOOLS AND TACKLES REQUIRED FOR LOW AND HIGH STRAIN INTEGRITY TEST (AS PER ASTM D5882 & ASTM D 4945) AS PER SOR		AS REQUIRED
4.	EQUIPMENTS & ACCESSORIES FOR PILE LOAD TESTING (VERTICAL, PULLOUT AND LATERAL) AS PER SOR		AS REQUIRED
5.	HYDRAULIC/PNEUMATIC PILE HEAD BREAKER		AS REQUIRED
6.	HYDRAILIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR WITH CONCRETE BREAKING ATTACHMENT	0.7-1.2 M3	AS REQUIRED
7.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR WITH CONCRETE BREAKING ATTACHMENT	0.3 M3	AS REQUIRED
8.	DUMPER		AS REQUIRED
9.	ROCK BODY DUMPER		AS REQUIRED
10.	HYDRAULIC CRANE (MODEL NO: TRX SERIES - K10,F15 TRX 1651, TRXS 2319, MAC 1214, FX 120, FX150, 15XWE, 15XWF RHINO110 FC, etc.) WITH AUDIO-VISUAL SIGNALLING DEVICES AND LIMIT SWITHES	10-18 MT	AS REQUIRED
11.	CRANE	40-70 MT	-
12.	CRANE	100-150 MT	-
13.	TRACTOR TRAILER WITH HYDRAULIC UNLOADING FACILITY		1
14.	TRAILER		-
15.	TOWER CRANE		AS REQUIRED
16.	BOOM LIFT		-

SL. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
17.	BOOM PLACER/CONCRETE PUMP		-
18.	VIBRO/ROAD ROLLER	8-10 TON	1
19.	MINI ROLLER	1 TON	1
20.	READY MIXED CONCRETE (RMC) PLANT/SUPPLIER	60 M3/HR	1
21.	TRANSIT MIXER (IF NOT PROVIDED BY THE RMC SUPPLIER)	8 M3	AS REQUIRED
22.	MIXER MACHINE WITH WEIGH BATCHER		AS REQUIRED
23.	PLATE COMPACTOR		1
24.	NEEDLE VIBRATORS		AS REQUIRED
25.	BAR CUTTING AND BENDING MACHINE		1
26.	WATER TANKERS		AS REQUIRED
27.	TOTAL STATION		1
28.	DGPS ALONG WITH RTL		1 Set
29.	DUMPY/ AUTO LEVEL		1
30.	WELDING MACHINE		AS REQUIRED
31.	GRINDING MACHINE		AS REQUIRED
32.	GAS CUTTING SET		AS REQUIRED
33.	AIR COMPRESSOR		AS REQUIRED
34.	BLAST CLEANING EQPT.		AS REQUIRED
35.	DG SET	25-65 KVA	1
36.	TOOLS AND TACKLES REQUIRED FOR PAINTING AS PER SOR		AS REQUIRED
37.	SPRAY PAINTING M/C (AIR LESS)		AS REQUIRED
38.	PROFILE GUAGE		AS REQUIRED
39.	HYGROMETER FOR HUMIDITY MEASUREMENT		AS REQUIRED
40.	ELCO METER		AS REQUIRED-
41.	TOOLS AND TACKLES REQUIRED FOR DPT/MPT AS PER SOR	SET	AS REQUIRED
42.	X RAY SOURCE FOR RADIOGRAPHY		AS REQUIRED
43.	JACKHAMMER		AS REQUIRED
44.	WATER FILLING PUMP (SUITABLE CAPACITY)		AS REQUIRED
45.	HYDROTESTING/ LEAK TESTING MACHINE SETUP		AS REQUIRED
46.	DEWATERING PUMP (SUITABLE CAPACITY)		AS REQUIRED
47.	TOOLS AND TACKLES REQUIRED FOR CHEMICAL REBARING WORKS AS PER SOR		AS REQUIRED
48.	TOOLS AND TACKLES REQUIRED FOR FIXING MECHANICAL AND CHEMICAL ANCHOR FASTENER		AS REQUIRED

SL. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
49.	TOOLS AND TACKLES REQUIRED FOR MECHANICAL REBAR COUPLER WORKS AS PER SOR		AS REQUIRED
50.	TOOLS AND TACKLES REQUIRED FOR CENETRING & SHUTTERING WORKS AS PER SOR		AS REQUIRED
51.	TOOLS AND TACKLES REQUIRED FOR EPOXY COATING WORKS AS PER SOR		AS REQUIRED
52.	TOOLS AND TACKLES REQUIRED FOR JOINTING OF PPR, HDPE & UPVC PIPE AS PER SOR		AS REQUIRED
53.	TOOLS AND TACKLES REQUIRED FOR RCC CUTTING/CHIPPING, MAKING CUTOUTS IN SLAB/WALL, MAKING POCKETS/ HOLES AS PER SOR		AS REQUIRED
54.	TOOLS AND TACKLES REQUIRED FOR GI PIPING WORKS AS PER SOR		AS REQUIRED
55.	TOOLS AND TACKLES REQUIRED FOR ROOFING/CLADDING WORKS AS PER SOR		AS REQUIRED
56.	TOOLS AND TACKLES REQUIRED FOR ACID RESISTANT BRICK/TILING WORKS AS PER SOR		AS REQUIRED
57.	TOOLS AND TACKLES REQUIRED FOR SHORING AND STRUTTING WORKS AS PER SOR		AS REQUIRED
58.	TOOLS AND TACKLES REQUIRED FOR SHEET PILING WORKS AS PER SOR		AS REQUIRED
59.	TOOLS AND TACKLES REQUIRED FOR RECYCLING OF CONSTRUCTION AND DEMOLITION WASTE AS PER SOR		AS REQUIRED
60.	INSULATION RESISTANCE MEGGER		1 EACH
61.	TOOLS AND TACKLES REQUIRED FOR FIXING ANCHOR FASTNER		AS REQUIRED
62.	3 TERMINAL EARTH TESTER		1
63.	DIGITAL MULTIMETER		1
64.	TONG TESTER	0-300 AMP	1
65.	EARTH DISCHARGE ROD		1
66.	LUX METER		1
67.	PANEL SHIFTING TROLLEY		AS REQUIRED
68.	UNDER GROUND PIPE LOCATOR	NO.	AS REQUIRED
69.	UNDER GROUND ELECTRICAL CABLE LOCATOR	NO.	AS REQUIRED
70.	MANUAL/HYDRAULIC CRIMPING TOOL		2 SETS
71.	LEAKAGE CURRENT DETECTOR		2

SL. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
72.	ROLLERS FOR CABLE PULLING		AS REQUIRED
73.	LIFTING JACK, SHAFT SUITABLE FOR CABLE DRUM LIFTING		AS REQUIRED
74.	ELECTRICIAN TOOL KIT		AS REQUIRED
75.	INSTRUMENTATION TOOL KIT		AS REQUIRED
76.	PORTABLE DRILL M/C & HOLE CUTTER		2
77.	LABORATORY EQPTS		AS REQUIRED
78.	TORQUING MACHINE		AS REQUIRED
79.	HORIZONTAL AUGER BORING M/C INCLUDING ALL ACCESSORIES		AS REQUIRED
80.	HDD RIG WITH ALL EQUIPMENTS & ACCESSORIES-(ALL CATEGORY)		AS REQUIRED
81.	WATER FILLING PUMP		AS REQUIRED
82.	DEWATERING PUMP		AS REQUIRED
83.	HOLIDAY TESTER(CAPCITY- AL LSIZE)		AS REQUIRED
84.	HYDROTEST PRESSURIZATION PUMP (MOTORIZED)		AS REQUIRED

CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITE

[ANNEXURE -IX TO SPECIAL CONDITIONS OF CONTRACT]

निर्माण स्थलों पर निगरानी और मापने के उपकरणों की आंशांकन आवश्यकताएँ

CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
2	25.07.2025	Revised & Updated	DK	SBB	KS	MN
1	02.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	28.04.2015	Doc. No. 9-1940-0030 Rev 0 has been issued as Standard	DJ	SNB	MD	SC

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Abbreviations:

BIS	:	Bureau of Indian Standard
NABL	:	National Accreditation Board for Testing and Calibration Laboratories
CEIL	:	Certification Engineers International Ltd.
LRS	:	Llyod's Register Group Limited
BV	:	Bureau Veritas
ABS	:	ABS Consultancy
DNV	:	Det Norske Veritas
IRS	:	Indian Registrar for Shipping
PMI	:	Positive Material Identification

Construction Standards Committee

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Sh. Udayan Chakravarty, CGM (Piping)
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Sh. Dhananjay, AGM (Construction)

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1.0 SCOPE

The standard covers the calibration requirement of monitoring & measuring devices used by construction contractor during implementation of construction works under their scope.

2.0 Requirement for control of monitoring and measuring devices.

Sl. No.	Description	Calibration requirements	Frequency	Remarks
A.	**Civil-Survey**			
A.1.	Theodolite	To check for permanent adjustments by traversing and observing the closing error. (Refer Note).	Once in a year or project duration whichever is earlier.	Record to be maintained
A.2.	Level Instruments (Auto Level / Dumply Level)	To check by backsight / foresight readings, the temporary adjustments of level. (Refer Note).	Every use.	Record to be maintained
A.3.	Steel measurement tapes	---	---	a. "Freemans" make or BIS approved make shall be used. b. Mutilated, or broken tapes shall not be used. c. Marking on the tape shall be legible.
A.4.	Cross staff	---	---	Same as 3b & 3c above.
A.5.	Distomat	Actual Physical Verification at Site.	Before using first time at site.	Records to be maintained.
A.6.	Total Station	To check for permanent adjustments by traversing and observing the closing error, etc. (Refer Note).	Once in a year or project duration whichever is earlier.	Record to be maintained
B.	**Civil Laboratory**			
B.1.	All balances - Mechanical	Check for zero error	Whenever used.	---
B.2.	Weigh Batcher / Batching Plant	Calibration of scales	Once in three Months.	Records to be maintained.
B.3.	Cube testing machine	Calibration certificate from manufacturers or from calibrating laboratories / agency. (Refer Note).	As per manufacturer specification or once a year whichever is earlier	Records to be maintained.
B.4.	Moisture Meter	Calibration of scales .	6 months.	Records to be maintained.
B.5	Vicat Appratus	Calibration certificate from manufacturers or from calibrating laboratories / agency. (Refer Note).	As per manufacturer specification or once a year whichever is earlier.	Records to be maintained.

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Sl. No.	Description	Calibration requirements	Frequency	Remarks
C.	**Mechanical/ Electrical/Welding**			
C.1	Pressure gauges/ Pressure Safety valve/ Pressure relief valve	Calibration certificate from calibrating laboratories / agencies or calibrate by dead weight testers with standard weights or with master Gauge. (Refer Note)	Once in 6 months	Records to be maintained.
C.2	Dial gauges	Check for Zero error.	Whenever used	---
C.3	Dead weight tester	Calibration from manufacturer or calibrating laboratories / agency. Calibration certificate shall not be older than one month from the date of mobilization. (Refer Note).	As per manufacturer's recommendation or once in a six month whichever is earlier.	Records (Calibration certificate) to be maintained.
C.4	Vernier caliper / screw gauge	Check for Zero error.	Whenever used.	---
C.5	Holiday tester	Calibration from manufacturer or calibrating laboratories / agency or calibration by zeep meter. (Refer Note).	Once in 6 months.	Records to be maintained.
C.6	Elcometer	Check with standard test films supplied by the manufactures.	Before use.	Records to be maintained.
C.7	Universal Testing machine	Calibration Certificate from various third-party inspection agency. Viz. CEIL, LRS, BV, ABS, DNV or IRS etc.	As per manufacturer's recommendation or once a year whichever is earlier.	Records to be maintained.
C.8	Charpy V-notch Impact testing machine.	Calibration Certificate from various third party inspection agency. Viz. CEIL, LRS, BV, ABS, DNV or IRS etc.	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained.
C.9	Hardness Testing machine.	Check with the standard test block supplied with the machine as per manufacturer's Recommendation.	Before use.	Records to be maintained.
C.10	Chemical Analysis, ex : PMI etc.	Check with the standard samples.	Before use.	Records to be maintained.
C.11	Various Digital and Analog meters.	Calibration Certificate from calibrating laboratories / agencies or the Manufacturer (Refer Note).	Once in Six Months or as per manufacturer's recommendation whichever is earlier.	Records to be maintained.

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Sl. No.	Description	Calibration requirements	Frequency	Remarks
C.12	HIPOT Kit, Multimeter/ Clampmeter, Ohmicron Kit, CT Analyser, CRM Kit, BDV Kit, Tachometer etc.	Calibration Certificate from calibrating laboratories / agencies (Refer Note).	Once in Six months.	Records to be maintained.
C.13	Temperature / Pressure recorders	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	Once in Six months.	Records to be maintained
C.14	Temperature gauges	Calibration Certificate from calibrating laboratories / agencies (Refer Note).	Once in Six months.	To be discarded in case of damage or malfunctioning.
C.15	Thermocouples	Manufacturer's Certificate or Chemical Check	---	---
C.16	Vibration probes	Calibration from calibrating laboratories / agencies (Refer Note).	Once in a year.	To be discarded in case of damage or Malfunctioning.
C.17	Decibel-Meter	Calibration from calibrating laboratories / agencies (Refer Note).	Once in a year.	To be discarded in case of damage or Malfunctioning.
C.18	Manual Torque Wrench / Electric Torque Machine	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained
C.19	Mother Oven	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained.

Note: If an instrument is out of acceptance limit as per instrument data sheet, it has to be sent to manufacturers or their authorized agents (Calibrating laboratories/ agency) or to any other lab/ agency for recalibration/ rectification and certification. The calibrating laboratory/ agency shall be NABL accredited or any other lab accredited as per ISO/IEC:17025 by any of the National/ International accreditation body for relevant testing.

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CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

[ANNEXURE -X TO SPECIAL CONDITIONS OF CONTRACT]

सामग्री निर्गम एवं रिकोन्सिलिएशन के लिए शर्तें

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
3	30.04.2024	Revised & Updated	DK	AC	RKS	MN
2	12.03.2019	Revised & Updated	SKG	AP	AKK	RKT
1	24.01.2014	Reaffirmed & Issued as Standard	SM	DJ	RKD	SC
0	21.05.2008	Doc No. 6-10-0001 Rev 0 has been revised and issued as Standard	AS	GKI	SCB	VC

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Abbreviations:

MS	:	Mild Steel
OFC	:	Optical Fibre Cable
OTDR	:	Optical Time Domain Report
FIM	:	Free Issue Material

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1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued as FIM by EIL/Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

1.1 Necessary indents shall be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when the materials are required for incorporation in permanent works.

1.2 Materials shall be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge.

1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge. No separate payment for such expenditure shall be made.

1.4 No material shall be allowed to be taken outside the plant without a gate pass.

1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

2.0 RETURN OF UNUSED MATERIAL/ SCRAP

2.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition category wise by the Contractor at his own cost to Owner's Store(s).

2.2 No credit shall be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly. Contractor shall make his own arrangements for weighing the cut offs to be returned to Owner's stores.

2.3 In case the Contractor fails to return unused materials/ accountable scrap, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner:

S. No.	Material		Penal Rates
1.	(a)	Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in the contract)
	(b)	Penal rate for return of serviceable materials in excess of permitted % allowances	
	(c)	Penal rate for issuance of unplanned OFC jointing kits	
2.	(a)	Penal rates for non return of Unused material and or penal rate for generating scrap in excess of permitted % allowances	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)
	(b)	Penal rate for using excess amount of materials like cement than permitted % allowances	

NOTE : 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner/EIL.

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2) In case more stringent penal rates have been indicated elsewhere in the Contract (based on Project requirement), the same shall supersede the above rates.

3.0 CEMENT

In all cases where cement is FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

3.1 Cement as received from cement Manufacturer/Stockists shall be issued to the Contractor. The theoretical weight of cement in each bag for issue purpose shall be considered as 50 Kg or 20 bags per MT. However, cement bags weighing upto 4% less shall be accepted by the Contractors and charged for as full bag.

3.2 The Contractor is required to submit the design mix for different grades of concrete, keeping in view the requirements stipulated in IS:456 and IS 10262, specifically regarding durability, slump and water cement ratio and specific gravity of materials brought to site as analyzed in the laboratories. The design shall be based upon absolute volume method and theoretical consumption of cement shall be worked out on this basis. For other than concrete items, the coefficients for consumption of cement shall be adopted as per CPWD practice.

3.3 The permissible variation between Cement actually used on the job and theoretical consumption worked out on the basis stipulated in above para 3.2 and as determined by Engineer-in-Charge shall be 3% (Three percent only).

If the actual consumption is more than 103% of the theoretical consumption, then recovery at the penal rates for the quantity of cement beyond the limit of 103% of theoretical consumption shall be affected as per clause 2.3 above.

3.4 Unused quantity of cement shall be returned by the Contractor to the Owner's stores in good condition only.

3.5 The Contractor shall maintain a good store for storing cement issued to him. The flooring of the storage house, the clearances of cement bags from the side walls/ floor & stack height etc. shall be as instructed by the Engineer-in-Charge.

3.6 The contractor shall maintain a Cement Register in prescribed format and update the entries on daily basis.

3.7 The cement store shall be offered for inspection and verification by the Engineer-in-Charge or his authorized representative at any time when the Engineer-in-Charge feels the need to do so.

3.8 Empty cement bags shall be the property of the Contractor and shall have to be disposed off by him.

4.0 REINFORCEMENT STEEL BARS / STRUCTURAL STEEL / PLATES

In all cases where Reinforcement Steel Bars/ Structural Steel/ Plates is FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

4.1 The scrap allowance for the reinforcement bars/structural steel including steel plate issued by the Owner, shall be total 3% (2.5% accountable and 0.5% unaccountable) of the actual consumption as incorporated in the works.

4.2 All serviceable reinforcement bars/structural steel/steel plates shall be issued in available length/shapes/sizes and no claims for extra payment on account of issue of non-standard

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lengths/shapes/sizes and bending etc. shall be entertained. Reinforcement bars and structural steel shall be issued on weighment basis as per normal warehousing practice. In exceptional circumstances, the reinforcement bars/ structural steel, if issued on linear measurement, the IS coefficients for unit weight shall be considered. For the purpose of billing and accounting, only linear measurements shall be taken and weight shall be calculated as per IS coefficients in three decimals. The difference in unit weight as per IS and actual as issued, if any, shall be to Contractor's account and Contractor is deemed to have considered the same at the time of bidding.

4.3 Reinforcement bars/structural steel/steel plates shall be issued only for those items where Owner's supply has been specifically mentioned in Schedule of Rates/ Scope of Supply. The storage of these items shall be done in such a way so as to avoid rusting/ damage to any kind to the materials.

4.4 All reinforcement bars/structural steel (except M.S. Plates) in length of 2 meters and above shall be considered as serviceable materials provided the material is in good and acceptable condition. Reinforcement bars/structural steel section (except M.S. Plates) in lengths less than 2M shall be treated as scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

4.5 For the purpose of accounting of the plates, all plates measuring not less than 1 Sq.m in area and having any dimensions not less than 200mm when returned to Owner's store, shall be considered as serviceable material. All other pieces shall be treated as wastage/scrap. The Contractor shall prepare a plate cutting diagram in such a way that the minimum scrap is generated. Also the cut plates should be used at proper places to reduce the scrap.

4.6 The serviceable cut pieces as mentioned in 4.4 & 4.5 above shall be considered as unused material for reconciliation purpose.

4.7 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

5.0 PIPING MATERIALS

In all cases where Piping Materials e.g. Pipes and Pipe fittings are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

5.1 All serviceable pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape shall be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.

5.2 The scrap allowance for pipes issued by the Owner shall be 3% (2.5% accountable + 0.5% unaccountable) of the actual consumption as incorporated in the works.

5.3 All pipes in length of 2 meters and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer's name, heat number/batch number and test certificates). Pipes in lengths less than 2M shall be treated as scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

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5.4 All unused/scrap pipes, valves, flanges, forged fittings like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores.

5.5 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

6.0 EQUIPMENTS/ INSTRUMENTS

In all cases where Equipments/ Instruments are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

Various equipment/materials intended for the installation shall be received by Owner in unpacked, skid mounted, crated, packed or loose condition and shall be stored in the warehouses and open yards. In general, materials shall be issued to the Contractor in 'as received' condition. It shall be the Contractor's responsibility to draw, load and transport all materials from Owner's designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

7.0 CABLES

In all cases where Cables are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & appropriation /reconciliation -

~~Appropriation of cables shall be done~~ as follows:

7.1 All the surplus and serviceable cables out of the cables quantity(ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.

7.2 The Contractor shall be allowed a cutting/wastage allowance (accountable scrap) of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

7.3 All cables being returned to store should carry Aluminium sheet tags indicating the size & type of cable. Cables of less than 15 meters length shall be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.

The contractor shall strive to avoid generation of cut pieces of length 15m and above, as far as practicable, by effectively planning & executing the construction works.

7.4 While carrying out material appropriation with the Contractor, the above points shall be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on

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Lot basis. Wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

8.0 LINE PIPES

In all cases where Line Pipes are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & appropriation /reconciliation -

8.1 All bare/ coated line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The serviceable line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape shall be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner's storage points after beveling, shall be considered as serviceable material provided:

a) Corrosion Protection Coating is intact.

b) Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorized inspector as per approved procedure.

All cut pieces of pipes measuring less than 2 M shall be treated as wastage/scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

8.2 For the purpose of accounting of bare/ coated line pipes, following allowances shall be permitted:

a)	Unaccountable wastage	
	- upto 100 Km	0.1%
	- 101 to 500 Km	0.07%
	- beyond 500 Km	0.05%
b)	Scrap (All cut pieces of pipes measuring less than 2 Meter)	0.25%
c)	Serviceable materials (All cut pieces of pipe measuring 2 Meter and above)	0.5%

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

8.3 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

9.0 OPTICAL FIBRE CABLE

In all cases where OFC is FIM and supplied by EIL/owner, following methodology shall be adopted for issue & appropriation /reconciliation -

9.1 For the purpose of accounting of optical fibre cable, all cut pieces measuring in length of 40 m and above when returned to Owner's storage points shall be treated as serviceable materials. All cut pieces of cable measuring less than 40 M shall be treated as scrap.

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For the purpose of accounting of OFC (Optical Fibre Cable) following allowances shall be permitted:

a)	Unaccountable wastage	0.5%
b)	Scrap (All cut pieces of cables measuring less than 40 M)	0.25%
c)	Serviceable material (measuring 40m to 750m)	0.25%

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

Cables returned in original drum (measuring 750m and above) with Optical Time Domain Report (OTDR) shall be considered as unused material.

9.2 The contractor shall strive to avoid generation of cut pieces of length 40m and above, as far as practicable, by effectively planning & executing the construction works.

9.3 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

10.0 OFC JOINTING KITS

The Contractor shall make a schedule for use of Cable jointing kits and get the same approved from Engineer-in-charge. The quantity mentioned in this schedule shall be termed as 'planned' usage quantity which shall be issued to the Contractor. However, any jointing based on site requirements as decided by Engineer-in-charge shall be included in planned quantity.

Any unplanned jointing required to be carried out by the Contractor due to reasons not attributable to Owner/EIL shall be issued from spare quantity, if available with Owner. Such unplanned OFC Jointing Kits shall be charged from the contractor at penal rates as per clause 2.3 above.

11.0 RECONCILLATION OF MATERIALS

While submission of RA Bills, Contractor shall submit material reconciliation report along with each RA bill.

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DOCUMENTATION REQUIREMENT FROM CONTRACTOR

[ANNEXURE -XI TO SPECIAL CONDITIONS OF CONTRACT]

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SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
					Approved by	
2	12.06..20	General Revision	QMS Standards Committee	QMS Standards Committee	SKB	SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND

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Abbreviations:

DCI	-	Document Control Index
FOA	-	Fax of Acceptance
IC	-	Inspection Certificate
IRN	-	Inspection Release Note
ITP	-	Inspection and Test Plan
LOA	-	Letter of Acceptance
QMS	-	Quality Management System
URL	-	Universal Resource Locator
V Portal	-	Vendor Portal

QMS Standards Committee

Convener: Mr. S.K. Badlani

Members:
Mr. Sanjay Mazumdar (Engg.)
Mr. R.K. Singh (SCM)
Mr. B. Biswas (SCM)
Mr. Ravindra Kumar (Const.)
Mr. Vinod Kumar (CQA)
Mr. Swapnil Vaishnav (Projects)

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2.0 DEFINITIONS 4
3.0 REFERENCE DOCUMENTS 4
4.0 DOCUMENTATION AND DATA REQUIREMENTS 4

Attachments

Format for completeness of Final Documentation : Format No. 3-78-0004

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1.0 SCOPE

This specification establishes the Documentation Requirements from Contractors

All documents / data against the Tender / Contract shall be developed and submitted to EIL / Owner by the contractor for review / records, in line with this specification.

2.0 DEFINITIONS

2.1 Contractor

For the purpose of this specification, the word "CONTRACTOR" means the person(s), firm, company or organization who has entered into a contract with EIL / Owner for delivery of some products and services. The word is considered synonymous to bidder, supplier or vendor.

2.2 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0001	Specification for Quality Management System Requirements from Bidders

4.0 DOCUMENTATION AND DATA REQUIREMENTS

4.1 Order Acknowledgement and Assigning Project Manager

After placement of order, Contractor shall acknowledge order through V-Portal within 7 days of receipt of FOA / PO. Contractor shall assign a Project Manager for that order though online portal and provide requisite details. Project Manager details shall include e-mail address, mailing address, mobile / telephone nos., fax nos. and name of Project Manager. All the system generated emails pertaining to that order shall be sent to the assigned Project Manager.

4.2 Documents / Data to be submitted by the Contractor

4.2.1 The contractor shall submit the documents and data against the Tender / Contract as per the list specified in respective Tender / Contract.

4.2.2 Review of the contractor drawings / Documents by EIL would be only to review the compatibility with basic designs and concepts and in no way absolve the contractor of his responsibility / contractual obligation to comply with Tender / Contract requirements, applicable codes, specifications and statutory rules / regulations. Any error / deficiency noticed during any stage of manufacturing / execution / inspection / installation shall be promptly corrected by the contractor without any extra cost or time, whether or not comments on the same were received from EIL during the drawing review / inspection stage.

4.2.3 Unless otherwise specified, submission of documents for Review / Records shall commence as follows from the date of Fax of Intent / Letter of Intent/ Fax of Acceptance (FOA) / Letter of Acceptance (LOA):

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QMS	- 1 week
Document Control Index	- 2 weeks
Other Documents/Drawings	- As per approved Document Control Index

4.2.4 Documents as specified in Tender / Contract are minimum requirements. Contractor shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

4.3 Style and Formatting

4.3.1 All Documents shall be in ENGLISH language and in M.K.S System of units.

4.3.2 Before submitting the drawings and documents, contractor shall ensure that the following information are properly entered in each drawing:

Tender Number
Name of Equipment / Package
Equipment / Package Tag No.
Name of Project
Owner
Main Contractor (if work is sub-contracted)
Drawing / Document Title
Drawing / Document No.
Drawing / Document Revision No. and Date

4.4 Review and Approval of Documents by Contractor

4.4.1 The Drawing / Documents shall be reviewed, checked, approved and duly signed / stamped by contractor before submission. Revision number shall be changed during submission of the revised contractor documents and all revisions shall be highlighted by clouds. Whenever the contractor require any sub- contractor drawings to be reviewed by EIL, the same shall be submitted by the contractor duly reviewed, approved and stamped by the contractor. Direct submission of sub- contractor's drawings without contractor's approval shall not be entertained.

4.5 Document Category

4.5.1 **Review Category**

Following review codes shall be used for review of contractor Drawings / Documents:

Review Code 1	-	No comments. Proceed with Manufacture / Fabrication / Construction as per the document.
Review Code 2	-	Proceed with Manufacture / Fabrication / Construction as per commented document. Revised document required.
Review Code 3	-	Document does not conform to basic requirements as marked. Resubmit for review.
R	-	Document is retained for Records. Proceed with Manufacturing / fabrication as per Tender/ Contract Requirement.
V	-	Void

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4.6 Methodology for Submission of Documents to EIL / Owner

4.6.1 Document Control Index (DCI)

Contractor shall create and submit Document Control Index (DCI) for review based on PO / PR / MR along with schedule date of submission of each drawing / document on EIL Vendor Portal. The DCI shall be specific with regard to drawing / document no. and the exact title. Proper sequencing of the drawings / documents should be ensured in schedule date of submission.

4.6.2 Submission of Drawings / Documents / Data

Drawings / documents, data and DCI shall be uploaded on the EIL Vendor Portal. The detail guidelines for uploading documents on EIL Vendor Portal are available on following URL

http://edocx.eil.co.in/vportal

4.6.3 Statutory Approvals

Wherever approval by any statutory body is required to be taken by Contractor, the Contractor shall submit copy of approval by the authority to EIL.

4.6.4 Schedule and Progress Reporting

Contractor shall submit monthly progress report (MPR) and updated procurement, engineering and manufacturing status (schedule vs. actual) and highlight constraints, if any, along with action plan for mitigation, to the EIL / Owner by 1st week of every month. One month Look-ahead schedule including the mobilization plan shall be submitted within 2 weeks from FOA / LOA. In case of exigencies, EIL / Owner can ask for report submission as required on weekly / fortnightly / adhoc basis depending upon supply status and contractor shall furnish such reports promptly without any price implication. Format for progress report shall be submitted by the contractor during kick off meeting or within one week of receiving FOA / LOA, whichever is earlier.

4.6.5 Quality Assurance Plan / Inspection and Test Plan

Inspection and test plans attached if any, to the tender are generic and indicative only. Immediately after receipt of the order, contractor shall submit within one week of receiving FOA / LOA, job specific ITPs based on the indicative ITPs. Further, contractor shall also submit Quality Assurance Plan for project activities in the scope of contract, starting from manufacturing to handing over / commissioning, these plans shall cover / identify the activities, relevant procedure, if any, code of conformance, resources for performance and checking / monitoring, approval requirements and authority, records to be generated and audit scope by EIL/Owner.

For EPCC / LSTK / Package contracts, the contractor shall prepare a list of items / equipment and their inspection categorization plans for all items included in the scope of supply immediately after receipt of order and obtain approval for the same from EIL. The items shall be categorized into different categories depending upon their criticality for the scope of inspection of TPIA and / or EIL.

4.6.6 Inspection Release Note (IRN)/ Inspection Certificate (IC)

Contractor shall ensure that all documents viz. documents reviewed, manufacture's test certificate etc., mentioned in Inspection Release Note (IRN), issued by EIL / third party against the materials supplied by contractor, are sent to EIL along with the IRN.

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IRN / IC shall be issued by EIL Inspector / third party inspection agency only after all the drawings/documents as per DCI are submitted and are accepted under review code-1 & code R. Material / Equipment dispatch from contractor's / sub vendor's works shall not commence till above condition is met.

Note 1: Non fulfilling above requirement shall result into appropriate penalty or with- holding of payment as per conditions of Tender / Contract.

Note 2: For items where IRN/IC is issued by TPIA, supplier to ensure that following as a minimum must be mentioned by TPIA in IRN/IC

a) Tender document number
b) List of drawings / documents with EIL approval code
c) Tests witnessed, documents reviewed
d) Compliance statement by TPIA that product meets the requirement as specified in EIL standard specifications, Inspection Test Plan / QAP and approved documents.

4.6.7 **Pre Commissioning & Commissioning Activities Management System (PCAMS)**

Pre Commissioning & Commissioning activities management system software shall be followed for Mechanical completion, check listing of loops, punch points, hydro test and issue of Formats during the Pre Commissioning and Commissioning activities and the same can be accessed on following URL

https://pcams.eil.co.in/

4.7 Final Documentation

4.7.1 As built Drawings

Minor Shop / Site changes made by contractor after approval of drawings under 'Code 1' by EIL and deviations granted through online system , if any, shall be marked in hard copies of drawings which shall then be stamped 'As-built' by the contractor. These 'As-built' drawings shall be reviewed and stamped by EIL Inspector / Site engineer / TPIA also, as the case may be. Format for completeness of final documents (Format No. 3-78-0004) is attached with this specification. Contractor shall prepare scanned images files of all marked – up 'As – built' drawings. Simultaneously contractor shall incorporate the shop / site changes in the native soft files of the drawings also.

4.7.2 As built Final Documents

As built final documents shall be submitted as listed in Tender / Contract

4.7.3 Packing / Presentation of Final Documents

Final Documents shall be legible photocopies in A4, A3 size only. Drawings will be inserted in plastic pockets (both sides transparent, sheet thickness minimum 0.1 mm) with an extra strip of 12 mm wide for punching so that drawings are well placed.

Final Documentation shall be bound in hard board plastic folder(s) of size 265 mm x 315 mm ($10^1/_2$ inch x $12^1/_2$ inch) and shall not be more that 75 mm thick. It may be of several volumes and each volume shall have a volume number, index of volumes and index of contents of that particular volume. Where numbers of volumes are more, 90mm thickness can be used. Each volume shall have top PVC sheet of minimum 0.15 mm thick duly fixed and pressed on folder cover and will have 2 lever clips. In case of imported items documents, 4 lever clip shall also be accepted. All four corners of folders shall be properly metal clamped. Indexing of contents with page numbering must be incorporated by contractor. Spiral / Spico bound documents shall not be acceptable. As mentioned above, books should be in hard board plastic folders with sheets punched and having 2/4 lever clips arrangement.

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Each volume shall contain on cover a title block indicating Tender No., name of project, name of customer, package equipment tag no. & name (if applicable). Each volume will have hard front cover and a reinforced spine to fit thickness of book. These spines will also have the title printed on them. Title shall include also volume number (say 11 of 15) etc.

4.7.4 **Submission of Soft copies**

Contractor shall submit to EIL, the scanned images files as well as the native files of drawings / documents, along with proper index.

In addition to hard copies, contractor shall submit soft copies of all the final drawings and documents in pen drive or any other specified medium with proper identification tag, all text documents prepared on computer, scanned images of all important documents (not available as soft files), all relevant catalogues, manuals available as soft files (editable copies of drawings / text documents, while for catalogues / manuals / proprietary information and data PDF files can be furnished).

All the above documents shall also be uploaded on the EIL Vendor Portal and if applicable on Client Server also.

4.7.5 **Completeness of Final Documentation**

Contractor shall get the completeness of final documentation verified by EIL / TPIA and attach the Format for Completeness of Final Documentation (Format No. 3-78-0004) duly signed by EIL or TPIA as applicable to the final document folder.

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COMPLETENESS OF FINAL DOCUMENTATION

Name of Supplier/Contractor	:	
Customer	:	
Project	:	
EIL's Job No.	:	
Purchase Order No./ Contract No.	:	
Purchase Requisition No./ Tender No.	:	Rev. No. :
Name of the Work/ Equipment	:	
Tag. No.	:	
Supplier's / Contractor's Works Order No.	:	

Certified that the Engineering Documents / Manufacturing & Test Certificates submitted by the supplier (as per Index sheet mentioned in Annexure-1) are complete in accordance with the Vendor Data Requirements of Purchase Requisition / Tender.

Signature	: …….	Signature	: …….
Date	: …….	Date	: …….
Name	: ……..	Name	: ……..
Designation	: ……	Designation	: ……
Department	: ……	Department	: ……
	Supplier / Contractor		EIL / TPIA

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Annexure-1

Final Documentation Index Sheet			
PR/PO/Tender No.		Rev. No.	
Serial No.	Document Title	Page/ Folder No.	No. of Pages

Signature	: …….	Signature	: …….
Date	: …….	Date	: …….
Name	: ……..	Name	: ……..
Designation	: ……	Designation	: ……
Department	: ……	Department	: ……

Supplier / Contractor

EIL / TPIA

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PROCUREMENT OF TMT BARS, CEMENT AND STRUCTURAL STEEL BY SUB-CONTRACTOR

[ANNEXURE – XII TO SPECIAL CONDITIONS OF CONTRACT]

ANNEXURE – XII TO SCC

1.0 Contract Clause for acceptance of Structural Steel & TMT Bars

1.1 Steel manufactures having valid BIS certificate and listed in the BIS website as on date of procurement of steel shall be allowed for supply of steel (Structural steel and TMT bars) and contractor shall procure from them with prior intimation to Engineer-in-charge.

1.2 Tests after receipt of structural steel at site:

In addition to availability of valid BIS license and MTC, testing at site shall be conducted by the contractor as per following requirement:

- For each category / size of structural steel procured, one sample from every 50 MT or part thereof shall be drawn and tested in approved laboratory.
- The charges for such testing shall be borne by the contractor.

1.3 Tests after receipt of TMT bars at site:

In addition to availability of valid BIS license and MTC, testing at site in approved laboratory shall be conducted by the contractor as per the following requirement:

- Under 10 mm bars one sample (diameter wise) for each 25 MT (or part thereof) for consignment below 100 MT and one sample (diameter wise) each 40 MT for consignment above 100 MT shall be tested.
- For 10 mm to 16 mm bars, one sample (diameter wise) for each 35 MT (or part thereof) for consignment below 100 MT and one sample (diameter wise) for each 45 MT (or part thereof) for consignment above 100MT shall be tested.
- Over 16 mm bars one sample (diameter wise) for each 45 MT (or part thereof) for consignment below 100 MT and one sample (diameter wise) for each 50 MT (or part thereof) for consignment above 100 MT shall be tested.
- The charges for such testing shall be borne by the contractor.

2.0 Contract Clause for acceptance of Cement manufacturer

2.1 Cement manufacturers having valid BIS certificate and listed in the BIS website as on the date of procurement of cement shall be allowed for supply of cement and contractor shall procure cement from them with prior intimation to Engineer-in-charge.

2.2 Tests after receipt of cement at site: Each batch of cement (week wise as mentioned on cement bags) supplied by the contractor after delivery at site shall be subject to the tests and analysis required by the relevant Indian Standard codes. The contractor shall carry out and bear the cost of all tests and analysis to ensure quality of cement before using in actual works.

FORMAT FOR APPROVAL OF SUB-CONTRACTOR

[ANNEXURE – XIII TO SPECIAL CONDITIONS OF CONTRACT]

ANNEXURE – XIII TO SCC

Approval of Construction Sub-Contractor

1.	NAME OF CONTRACTOR	:	
2.	NAME OF WORK LOCATION	:	
3.	NAME OF PROPOSED SUB-CONTRACTOR	:	
4.	SCOPE OF WORK PROPOSED TO BE SUB-CONTRACTED (BRIEF) BY THE CONTRACTOR	:	
5.	ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR):	:	
6.	QUALIFYING CRITERIA FOR SUB-CONTRACTOR:	:	
6.1		:	
i)	Similar Work experience-: 1 (One) Contract of 50% of estimated value of proposed work to be sub-contracted, in last 7 years-: OR 2 (Two) Contracts each of 40% of estimated value of proposed work to be sub-contracted, in last 7 years-: OR 3 (Three) Contracts each of 30% of estimated value of proposed work to be sub-contracted, in last 7 years-:	:	
ii)	Annual Turnover The annual turnover in any last 3 (three) financial years shall not be less than 50% of the estimated annualized (*) value of proposed work to be sub-contracted; as per the audited annual financial results of immediate preceding three financial years	:	
iii)	Networth shall be at positive as per the immediate preceding year's Audited financial results.	:	
iv)	Working Capital: Proposed sub-contractor should have minimum working capital equal to 10% of the estimated		

	annualized (*) value of proposed work to be sub-contracted as per the immediate preceding year's audited financial results. In case proposed sub-contractor is unable to meet the working capital requirement as above, the proposed sub-contractor can supplement the working capital with a fund based line of credit from any scheduled bank in India or a commercial bank having Net Worth more than equivalent INR 100 Cr. In such a case, proposed sub-contractor shall furnish a declaration from the Bank for availability of unutilized fund based line of credit for the working capital of 10% of the estimated annualized (*) value of proposed work to be sub-contracted, in the format enclosed in the Bidding Document.		
	(*) For works having scheduled completion period of less than 12 months, annualization of value of proposed work to be sub-contracted for calculation of Annual Turnover & Working Capital shall not be done.		
7.	EXPERIENCE AND FINANCIAL DETAILS OF PROPOSED SUB-CONTRACTOR	:	
i)	Contract Value of similar work executed (as evidenced by work Order & Completion Certificate) During the last 7 years	:	
ii)	Annual Average Turnover during last 3(three) years (as evidenced by Balance Sheets)	:	
iii)	Networth as per latest annual balance sheet/ Profit & loss account	:	
iv)	Working Capital		
8	CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR	:	
i)	Sl.No. 7(i) > 6 (i)	:	YES / NO
ii)	Sl.No. 7 (ii) > 6 (ii)	:	YES / NO
iii)	Sl.No. 7 (iii) should be positive	:	YES / NO
iv)	Sl.No. 7 (iv) > 6 (iv)	:	YES / NO
9	Based on above information, we M/s_____ (Name of CONTRACTOR) propose M/s._____ (Name of proposed sub-contractor) as our sub-contractor for the above mentioned works. We understand that notwithstanding above approval,		

	we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall not absolve/relieve us of our responsibility to complete the works as per the terms and conditions of the Contract.

NOTE: CONTRACTOR to fill all the details in the above proforma. Further, CONTRACTOR shall also fill-in the details at Sl.No.5 above based on the estimated value of the proposed work to be sub-contracted.

(STAMP & SIGNATURE OF SUB-CONTRACTOR)

SPECIFICATIONS ON HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

AND

OISD GUIDLINES

[ANNEXURE -XIV & XV TO SPECIAL CONDITIONS OF CONTRACT]

QUALITY, HEALTH, SAFETY, ENVIRONMENT AND ASSET MANAGEMENT POLICY

Petronet LNG Limited is committed to protect the environment, operate & maintain its core assets and deliver products & services ensuring health, safety and welfare of its employees, customers, business partners, visitors and any other stakeholders affected by its business.

To accomplish this in a sustainable manner, Petronet LNG Limited shall:

- Aim to be a leading organization and seek continual improvement in services that it provides through regular performance reviews, Asset Management and training of employees, including contract workmen.
- Maintain high safety standards and inculcate enthusiasm in safe working practices through participative culture involving all employees including contract workmen.
- Safeguard the environment, flora and Fauna, and equipment from deterioration through control and efficient management of waste, e-waste, emission following the best practices.
- Provide safe and healthy working environment, prevent injuries by following best practices in occupational health and carrying out periodic health check-up, risk assessment, audits, inspection and reviews.
- Proactively follow and comply with all statutory and other requirements concerning to Health, Safety, Environment, Product Quality and Asset Management.
- Consider Quality, Health, Safety and Environment in each decision making for equipment, process, raw material, products, services and selection of employees and contractors.
- Constantly strive to upgrade technology and processes, enhance skills and knowledge of each employee through implementation of audit recommendations, or as required under the law and encouraging new ideas for implementation and enhancing employee participation.
- Define responsibilities for health and safety for employees, contractors, sub-contractor and stakeholders and recognize the individual performance at different levels.
- Provide framework, effectively implement the QHSE and Asset Management, constantly review the set objectives, provide resources and improve on its performance.
- Adopt life cycle approach for management of physical assets and continuously strive for optimization of their cost and performance with a view to minimize risk.
- Adopt judicious use of resources for sustainable development.

This policy shall be followed in entirety by Petronet LNG Limited in its business. Petronet LNG Limited pledges to remain committed to the policy.

26th February, 2021

Akshay Kumar Singh
MD & CEO

निर्माण स्थल पर स्वास्थ्य, सुरक्षा एवं पर्यावरण प्रबंधन हेतु मानक विनिर्देश

STANDARD SPECIFICATION FOR HEALTH, SAFETY & ENVIRONMENTAL MANAGEMENT AT CONSTRUCTION SITES

Rev. No.	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	
2	18/04/2023	REVISED & UPDATED	BT	RK	JPV	SM
1	07/06/2022	REVISED & UPDATED	BT	RK	JPV	SM
0	23/12/2020	REVISED & UPDATED	BT	RK	AKK	S Mazumdar

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Abbreviations:

AERB	:	Atomic Energy Regulatory Board
ANSI	:	American National Standards Institute
BARC	:	Bhabha Atomic Research Centre
BS	:	British Standard
BOCW	:	Building and other construction workers
BOO/BOOT	:	Build, Own, Operate/Build, Own, Operate, Transfer
EIL	:	Engineers India Limited
EIC	:	Engineer In charge
ELCB	:	Earth Leakage Circuit Breaker
EPC	:	Engineering, Procurement and Construction
EPCC	:	Engineering, Procurement, Construction and Commissioning
ESI	:	Employee State Insurance
GCC	:	General Conditions of Contract
GM	:	General Manager
GTAW	:	Gas Tungsten Arc Welding
HOD	:	Head of Department
HSE	:	Health, Safety & Environment
HIRAC	:	Hazard, Identification Risk Assessment & Control
HMV	:	Heavy Motor Vehicle
HV	:	High Voltage
IS	:	Indian Standard
ISO	:	International Organization for Standardization
IE	:	Indian Electricity
LTI	:	Lost Time Injuries
LMV	:	Light Motor Vehicle
LOTO	:	Lock Out & Tag Out
LPG	:	Liquefied Petroleum Gas
LSTK	:	Lump Sum Turn Key
MV	:	Medium Voltage
OH&S	:	Occupational Health and Safety
OISD	:	Oil Industry Safety Directorate
PPE	:	Personal Protective Equipment
PUC	:	Pollution Under Control
RC	:	Registration Certificate
RCCB	:	Residual Current Circuit Breaker
RCM	:	Resident Construction Manager or Site-in-Charge, as applicable
SCC	:	Special Conditions of Contract
SLI	:	Safe Load Indicator
SWL	:	Safe Working Load
TPI	:	Third Party Inspection
TBT	:	Tool Box Talks

Construction Standards Committee

Convenor: Sh John Paul V, ED(Construction)

Members: Sh.Janak Kishore, ED (Projects)
Sh.Biswajit Mandal, CGM (SCM)
Sh. Udayan Chakravarty, Sr.GM (Piping)
Sh.Ravindra Kumar, Sr.GM (Construction)
Sh.Debasish Ghosal, GM(Construction)
Sh. Pankaj Kumar Rai, DGM (Construction)

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1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied by Contractors/Vendors including their sub-contractors/sub vendors during construction.

This specification is not intended to replace the necessary professional judgment needed to design & implement an effective HSE system for construction activities and the contractor is expected to fulfill HSE requirements in this specification as a minimum. It is expected that contractor shall implement best HSE practices beyond whatever are mentioned in this specification.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s)/ Legislations, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Job (Technical) Specifications. Where different documents stipulate different requirements, the most stringent shall apply.

2.0 REFERENCES

The document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers Act, (Refer Appendix-D)
- Indian Factories Act,(Refer Appendix-D)
- Job (Technical) specifications
- Relevant International/ National Codes (refer Appendix-A for standards/codes on HSE)
- Relevant State & National Statutory requirements.
- Operating Manuals Recommendation of Manufacturer of various construction Machineries
- Occupation Health and Safety Management System (OHSAS 18001:2007/ISO 45001) and Environmental Management System (ISO 14001:2015)

3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENTAL (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS

3.1 Management Responsibility

3.1.1 HSE Policy & Objectives

The Contractor should have a documented and duly approved HSE policy &objectives to demonstrate commitment of their organization to ensure health, safety and environmental aspects in their line of operations.

The Contractor's senior management shall provide strong visible leadership and continuously demonstrate commitment to develop, operate and maintain, review and continually improve a HSE culture at site which empowers individuals to take responsibility for their safety and embrace and accept nothing but responsible HSE behaviour.

Contractor shall refer in clause No. 3.3.23 for Key Performance Indicator (KPI).

3.1.2 Management System

The HSE management system of the Contractor shall cover the HSE requirements & commitments to fulfill them, including but not limited to what have been specified under clauses 1.0 and 2.0 above. The Contractor shall obtain the approval of its site specific HSE Plan from EIL/ Owner prior to commencement of any site works. Corporate as well as Site management of the Contractor shall ensure compliance of their HSE Plan at work sites in its entirety in true spirit.

3.1.3 Indemnification

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Contractor shall indemnify & hold harmless, Owner/EIL & their representatives, free from any and all liabilities arising out of non-fulfillment of HSE requirements or its consequences.

3.1.4 **Deployment &Qualifications of Safety Personnel**

The Contractor shall designate/deploy various categories of HSE personnel at site as indicated below insufficient number. In no case, deployment of safety Supervisor / Safety Steward shall substitute deployment of Safety Officer / Safety Engineer what is indicated in relevant statute of BOCW Act i.e. deployment of safety officer/Safety Engineer is compulsory at project site. The Safety supervisors, Safety stewards/Observer etc. would facilitate the HSE tasks at grass root level for construction sites and shall assist Safety Officer /Engineers.

Contractor shall appoint safety personnel as given below for every work shift:

(i) Safety Observer/Steward: Contractor shall depute one Safety Observer/Steward for every 100 workers or part thereof

(ii) Safety Supervisor: In addition to above(i), contractor shall depute one Safety Supervisor for every 250 workers or part thereof

(iii) Safety Engineer: In addition to above (i&ii), one safety engineer/ officer for every 1000 workers or part thereof.

Contractor shall intimate/obtain prior permission from EIC before demobilizing any safety personnel. The Contractor shall mobilize suitable safety personnel as replacement.

a) Safety Steward/Observer

As a minimum, he shall possess class XII pass certificate and trained in fire-fighting as well as in safety/occupational health related subjects, with minimum two year of practical experience in construction work environment and should have adequate knowledge of the local language spoken by majority of the workers at the construction site.

b) Safety Supervisor

As a minimum, he shall possess a recognized graduation Degree in Science (with Physics & Chemistry) or a Diploma in Engg. Or Tech. with minimum Two years of practical experience in construction work environment and should possess requisite skills to deal with construction safety & fire related day-to-day issues.

c) Safety Officer / Safety Engineer

Safety Officer/Engineer should possess following qualification & experience:

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(i) Recognized degree in any branch of Engg. or Tech. or Architecture with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than two years, **or** possessing recognized diploma in any branch of Engg. or Tech with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than five years.

(ii) Recognized degree or one year diploma in Industrial safety(from any Indian Institutes recognized by AICTE or State Council of Tech. Education of any Indian State/Union territory) with at least one paper in construction safety (as an elective subject).

(iii) Preferably have adequate knowledge of the language spoken by majority of the workers at the construction site.

Alternately

(i) Person possessing Graduation Degree in Science with Physics **or** Chemistry and degree or one year diploma in Industrial Safety (from any Indian institutes recognized by AICTE or State Council of Tech. Education of any Indian State/ Union Territory) with practical experience of working in a building, plant or other construction works (as Safety Officer, in line with Indian Factories Act, 1948) for a period of not less than five years, may be considered as Safety Officer.

d) HSE In-Charge

In case there is more than one Safety Officer at any project construction site, one of them, who is senior most by experience (in HSE discipline), may be designated as HSE In-Charge. Duties & responsibilities of such person shall be commensurate with that of relevant statute and primarily to coordinate with top management of EIL/Client and contractors.

In case the statutory requirements i.e. State or Central Acts and / or Rules as applicable like the Building and Other Construction Workers' Regulation of Employment and Conditions of Service- Act,1996 or State Rules (wherever notified), the Factories Act, 1948 or Rules (wherever notified), etc. are more stringent than above clarifications, the same shall be followed.

Contractors shall ensure physical availability of safety personnel at the place of specific work location, where Hot Work Permit is required/granted. No work shall be started at any of the project sites until above safety personnel & concerned Site Engineer of Contractor are physically deployed at site. The Contractor shall submit a HSE Organogram clearly indicating the lines of responsibility and reporting system and elaborate the responsibilities of safety personnel in their HSE Plan.

Upon fulfilling the basic requirement of qualification and relevant experiences, the performance of contractor HSE personnel's is to be monitored.

The good performing contractor's HSE personnel at site shall be rewarded upon assessment of performance by EIL/Owner. The non-performing HSE personnel shall be counselled by EIL/Owner & suitable action may be taken for suspension from site for 3-6 days. Contractor shall arrange training for non performing HSE personnel.

HSE In –Charge of the contractor shall be given the status at par with the other heads of department and shall report to Head of Project.

The Contractor shall verify & authenticate credentials of such safety personnel and furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel as above for EIL/Owner's approval, at least 1 month before the mobilization. The Contractor, whenever required, shall arrange submission of original testimonials/certificates of their Safety personnel, to EIL/Owner (for verification/scrutiny, etc.)

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Imposition/ Realization of penalty shall not absolve the Contractor from his/her responsibility of deploying competent safety officer at site.

Adequate planning and deployment of safety personnel shall be ensured by the Contractor so that field activities do not get affected because of non-deployment of competent & qualified safety personnel in appropriate numbers.

3.1.5 **Implementation, Inspection/Monitoring**

a) The Contractor shall be fully responsible for planning, reporting, implementing and monitoring all HSE requirements and compliance of all laws & statutory requirements.

b) The Contractor shall also ensure that the HSE requirements are clearly understood & implemented conscientiously by their site personnel at all levels at site.

c) The Contractor shall ensure physical presence of their field engineers / supervisors, during the continuation of their contract works / site activities including all material transportation activities. Physical absence of experienced field engineers / supervisors of Contractor at critical work spot during the course of work may invite halting / stoppage of work.

d) The Contractor shall regularly review inspection report internally and implement all practical steps / actions for improving the status continuously.

e) Contractor skilled workmen like riggers, scaffold erectors, welders, crane operators etc. should have sufficient past experience and skill on the relevant job.

f) The Contractor shall ensure important safety checks right from beginning of works at every work site locations and to this effect format No. HSE-10 "Daily Safety Check List" shall be prepared by field engineer & duly checked by safety personnel for conformance.

g) The Contractor shall carry out inspection to identify various unsafe conditions of work sites/machinery/equipment's as well as unsafe acts on the part of workmen/supervisor/engineer while carrying out different project related works.

h) Adequate records for all inspections shall be maintained by the Contractor and the same shall be furnished to EIL/Owner, whenever sought.

i) To demonstrate involvement/commitment of site management of Contractor, at least one Monthly Safety Walk through in a month shall be carried out by Contractor's head of site (along with his area manager/field engineers)and a report shall be furnished to EIL/Owner as per format No: HSE-1" Safety walk through report" followed by compliance for unsatisfactory remarks.

j) As a general practice lifting tools/tackles, machinery, accessories etc. shall be inspected, tested and examined by competent person(approved by concerned State authorities) before being used at site and also at periodical interval (e.g. during replacement, extension, modification, elongation/reduction of machine/parts, etc.) as per relevant statutes. Hydraulic Mobile Crane, cranes, lifting machinery, mobile equipment's/ machinery/ vehicles, etc. shall be inspected regularly by only competent / experienced personnel at site and requisite records for such inspections shall be maintained by contractor. Contractor shall also maintain records of maintenance of all other site machinery (e.g. generators, rectifiers, compressors, cutters, etc.) & portable tools/equipment's being used at project related works (e.g. drills, abrasive wheels, punches, chisels, spanners, etc.).The Contractor shall not make use of arbitrarily fabricated 'derricks' at project site for lifting/ lowering of construction materials.

k) Site facilities /temporary. installations, e.g. batching plant, cement godown, DG-room, temporary electrical panels/distribution boards, shot-blasting booth, fabrication yards, etc. and site welfare facilities, like labour colonies, canteen/pantry, rest-shelters, motor cycle/bicycle-shed, First-aid centers, urinals/toilets, etc. should be periodically inspected by Contractor (preferably utilizing HR/Admin. personnel to inspect site welfare facilities) and records to be maintained.

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3.1.6 **Behaviour Based Safety**

a) The contractor shall develop a system to implement Behavior-Based Safety (BBS) through which work groups can identify, measure and change the behaviors of employees and workers towards construction safety aspects.

b) The BBS process shall include the following:
- Identify the behaviors critical to achieve required safety performance.
- Communicate the behaviors and how they are performed correctly byall
- Observe the work force and record safe/at risk behaviors. Intervene with workers to give positive reinforcement when unsafe behaviors are observed. Provide coaching/correction when at risk behaviors are observed
- Collect and record observation data
- Summarize and analyze observation data
- Communicate observation data and analysis results to all employees
- Provide recognition or celebrate when safe behavior improvements occur
- Change behaviors to be observed or change activators or change consequences as appropriate.
- Communicate any changes to workforce

c) Contractor through its own HSE committee shall implement the above process.

d) The necessary procedures and Monthly reporting formats shall be developed by the contractor for approval by EIL/Owner.

e) The HSE committee of contractor shall observe individual's behavior for safe practices adapted for utilization/execution of work for followings a minimum:-
- PPE
- Tools & equipment's
- Hazard Identification & control
- House keeping
- Confined space entry
- Hot works
- Excavation
- Loading & unloading
- Work at height
- Stacking & storage
- Ergonomics

f) EIL/Owner and Contractor's site staff at all levels shall monitor the behavior of contractor employees that create and/or contribute to the unsafe situations at work place.

g) Contractor shall arrange Behavior Based safety (BBS) training of their employees at site on yearly basis.

3.1.7 **Awareness and Motivation**

a) The Contractor shall promote and develop awareness on Health, Safety and Environmental protection among all personnel working for the Contractor.

b) The contractor shall display safety statistics board at all prominent location .Also shall provide dedicated notice board for displaying of safety alerts or any other safety related notices for awareness site workforces.

c) Regular awareness programs and fabrication shop/work site meetings at least on monthly basis shall be arranged on HSE activities to cover hazards/risks involved in various operations during construction.

d) Contractor's workmen & supervisory staff shall participate in common Tool Box Meeting as & when organized/required at site to avoid any incident/accident or occupational disease arising out of multidisciplinary jobs/activities being performed by various contracting agencies in the same location at different elevation.

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e) Contractor to motivate & encourage the workmen & supervisory staff by issuing/ awarding them with tokens/ gifts/ mementos/ monetary incentives/ certificates etc. The motivational program shall be organized on regular basis.
f) Contractor shall assess & recognize the behavioral change of its site engineers / supervisors periodically and constantly motivate / encourage them to implement HSE practices at project works
g) Life Saving Rules (refer Appendix-I for details) are to be displayed at prominent location of site.

3.1.8 **Fire Prevention & First-Aid**

The Contractor shall deploy First aider & suitable First-aid measures such as First Aid Box (Refer Appendix-B for details), stand-by Emergency Vehicle. Additionally separate ambulance with trained personnel/male or female nurse to administer First Aid shall be provided by the Contractor beyond deployment of 500 workmen during day/night working hours.

a) The Contractor shall arrange installation of fire protection measures such as adequate number of steel buckets with sand & water and adequate number of appropriate portable fire extinguishers (Refer Appendix-C for details) to the satisfaction of EIL/Owner.
b) The Contractor shall arrange EMERGENCY MOCK DRILL like fire, bomb threat, gas leakage, earth quake, etc. at each site at least once in three months, involving site workmen and site supervisory personnel & engineers. The Contractor shall maintain record of such mock drills at project site.
c) The contractor shall require to tie-up with the hospitals located in the neighborhood for attending medical emergency.

3.1.9 **Documentation**

The Contractor shall evolve a comprehensive, planned and documented system covering the following as a minimum for implementation and monitoring of the HSE requirements and the same shall be submitted for approval by owner/EIL.

- HSE Organogram
- Site specific HSE Plan
- Safety Procedures, forms and Checklist. Indicative list of HSE procedures is attached as Appendix :H
- Inspections and Test Plan
- Risk Assessment & HIRAC for critical works.
- HIRAC Register as per Format no: HSE-19 to identify, assess, analyze & mitigate the construction hazards& incorporate relevant control measures before actually executing site works.
- Environmental Aspect Impact Register as per Format no: HSE-18 (identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures).
- Legal Register to identify and comply to all applicable HSE related legal requirements.

The monitoring for implementation shall be done by regular inspections and compliance of the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/office, if applicable. However, compliance of HSE requirements shall be the responsibility of the Contractor. Any review/approval by EIL/Owner shall not absolve contractor of his responsibility/liability in relation to fulfilling all HSE requirements.

3.1.10 **Audit**

Safety Audit shall be conducted at initial stage by EIL/Owner to understand the readiness to start the job after mobilization of contractor's RCM at site& Suitable action shall be taken by contractor to comply the audit observation(s).

The Contractor shall submit an Audit Plan to EIL/Owner indicating the type of audits covering following as minimum:

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a) Internal HSE audits regularly on six monthly basis by engaging internal qualified auditors (viz. safety officers/Construction personnel having 5years experience in construction safety and Lead Auditor Course: OHSAS 18001/ISO 45001 certification).However, minimum two internal HSE audit will have to be conducted irrespective of time period of the contract.

b) External HSE audits regularly on yearly basis by engaging authorized auditing agencies (viz. National Safety Council etc.)or qualified external auditors (viz safety officers/Construction personnel having 10years experience in construction safety and Lead Auditor Course: OHSAS 18001/ISO 45001certification). However, minimum one external HSE audit will have to be conducted irrespective of time period of the contract.

c) EIL/Owner may participate in Opening and closing meeting of external audits and provide inputs to the external auditor. Outcome of external audit shall be discussed during HSE Meeting with EIL/Owner.

All HSE shortfalls/ non-conformances on HSE matters brought out during review/audit, shall be resolved forthwith(generally within a week) by Contractor& compliance report shall be submitted to EIL/Owner.

In addition to above audits by contractor, the contractor's work shall be subjected to HSE audit by EIL/Owner at any point of time during the pendency of contract. The Contractor shall take all actions required to comply with the findings of the Audit Report and issue regular Compliance Reports for the same to OWNER/ EIL till all the findings of the Audit Report are fully complied.

Failure to carry-out HSE Audits& its compliance (internal & external) by Contractor, shall invite penalization.

3.1.11 **Meetings**

i. The Contractor shall ensure participation of his top most executive at site (viz. Resident Construction Manager / Resident Engineer/ Project Manager / Site-in-Charge) along with safety officer in Safety Committee/HSE Committee meetings arranged by EIL/Owner usually on monthly basis or as and when called for. In case Contractor's top most executive at site is not in a position to attend such meeting, he shall inform EIL/Owner in writing before the commencement of such meeting indicating reasons of his absence and nominate his representative – failure to do so may invite very stringent penalization against the specific Contractor, as deemed fit as per Contract. The obligation of compliance of any observations during the meeting shall be always time bound. The Contractor shall always assist EIL/Owner to achieve the targets set by them on HSE management during the project implementation.

ii. In addition, the Contractor shall also arrange internal HSE meetings chaired by his top most executive at site on fortnightly basis and maintain records. Such internal HSE meetings shall essentially be attended by field engineers / supervisors including safety personnel of the Contractor and its associates. Records of such internal HSE meetings shall be maintained by the Contractor for review by EIL/Owner or for any HSE Audits.

iii. Agenda of internal HSE meeting should broadly cover: -

a) Confirmation of record notes /minutes of previous meeting
b) Discussion on outstanding subjects of previous points / subjects, if any
c) Incidents / Accidents (of all types) at project site, if any
d) Current topics related to site activities / subjects of discussion
e) House keeping
f) Behavioral Safety
g) Information / views / deliberations of members / site sub-contractors
h) Report from Owner / Client
i) Status of Safety awareness, Induction programs & Training programs

The time frame for such HSE meeting shall be religiously maintained by the contractor.

Signature Not Verified
Digitally signed by SUSHANT KUMAR BEHERA
Date: 2020.05.16 16:05:04 IST
Location: eProcure-EPROC

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