



ENQUIRY DOCUMENT - TENDER

(Document No : B862-TENDER_DOC-B862-000-18-43-TM-T-7105)



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BIDDING DOCUMENT FOR MATERIAL HANDLING WORKS - 2

(BIDDING DOCUMENT NO.: JP/B862-000-TM-T-7105/1033)

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

PREPARED & ISSUED BY:

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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

**BIDDING DOCUMENT
FOR
MATERIAL HANDLING WORKS - 2**

(BIDDING DOCUMENT NO.: JP/B862-000-TM-T-7105/1033)

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

PART-I OF III : COMMERCIAL PART

PART – I – COMMERCIAL

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PART – III – TECHNICAL PART

SR. NO.	DESCRIPTION
1.	TECHNICAL SECTION (Doc. No. B862-000-18-43-TM-T-7105)



LETTER INVITING BID (LIB)



Date: 15.05.2026

To,

Issued on Limited Competitive basis to agencies who have received the e-mail regarding same.

NAME OF WORK : MATERIAL HANDLING WORKS-2 FOR PDH PP PLANT WITH ETHANE AND PROPANE STORAGE AND HANDLING FACILITIES AT DAHEJ, GUJARAT

BIDDING DOCUMENT NO. : JP/B862-000-TM-T-7105/1033

1.0 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, 110 029, India. PLL owns & operates LNG Terminal at Dahej in the state of Gujarat, India with the name plate capacity of 17.5 MMTPA.

1.2 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.

1.3 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").

1.4 EIL on behalf of PLL invites e-bids (Through Government of India's Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>) for "MATERIAL HANDLING WORKS-2" under single stage two part system (Part-I: Techno-commercial Part & Part- II: Price Part).

2.0 BRIEF SCOPE OF WORK

Refer Technical Part

3.0 CONTRACT PERIOD / DURATION OF CONTRACT

40 (Forty) Months from the date of issue of Letter of Acceptance (LOA).

4.0 SALIENT FEATURES OF BIDDING DOCUMENT

i)	Bidding Document on website	:	From 15.05.2026 to 04.06.2026 (Upto 1200 Hrs. IST) The complete Bidding Document can be viewed and downloaded from CPP Portal having URL https://eprocure.gov.in/eprocure/app
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ii)	Earnest Money Deposit (EMD)	: INR 5,25,500/- 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-Gurugram 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 BG, Bidder may also submit EMD through PLL EMD Module as per below link: https://petronetlng.in/emd/tender?number=JP/B862-000-TM-T-7105/1033 EMD exemption to MSE Bidder is applicable. The Udyam Registration Certificate shall be verified from Gol Udyam registration portal (Present web address is https://udyamregistration.gov.in/Udyam_Verify.aspx). The status of MSE Bidder as on date of Unpriced Bid Opening shall be considered for EMD exemption benefit. For details refer Clause no. 19 of Instructions to Bidders (ITB).
iii)	Last Date and time of submission of Bids	: 1200 Hrs. (IST) on 04.06.2026 e-tendering website of CPP portal (http://eprocure.gov.in/eprocure/app)
iv)	Opening of Techno-Commercial (Unpriced) Bid	: 1400 Hrs. (IST) on 05.06.2026 (*)
v)	Pre Bid Meeting	: Through Microsoft Link on 22.05.2026 at 1430 Hrs (IST) Link: https://teams.microsoft.com/meet/44896815330942?p=cvdJoXVNVUVpXli3uy Meeting Code: 448 968 153 309 42 Password: Uo9xR9vj
vi)	Last date for pre-bid queries	: Up to 21.05.2026

(*) If any of the days mentioned above happens to be EIL holiday, the next working day shall be implied.

e-Bids are required to be submitted through e-tendering website of CPP portal (<http://eprocure.gov.in/eprocure/app>) only, on or before the Bid-Submission Date & Time.

No Manual Bids/Offer shall be permitted. The offers submitted through the e-tendering website of CPP portal (<http://eprocure.gov.in/eprocure/app>) shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through Fax/E-Mail / CD/DVD/Pen Drive etc. shall not be accepted.

5.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD): Refer ITB for details.

6.0 GENERAL

- 6.1 The complete Bidding Document can be downloaded from the CPP portal <http://eprocure.gov.in/eprocure/app> only.
- 6.2 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.
- 6.3 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.
- 6.4 Bidder may note that Bid shall be submitted on the basis of “**ZERO DEVIATION**” and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
- 6.5 EIL/Owner reserves the right to assess Bidder’s capabilities and capacity to execute the work using in-house information.
- 6.6 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.
- 6.7 Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- 6.8 EIL/Owner 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.
- 6.9 Physical / Fax / Telex / e-mail Bids (other than the documents specifically required to be submitted in hard form) shall not be accepted.
- 6.10 EIL/Owner reserves the right to reject any or all Bids without assigning any reason, whatsoever.
- 6.11 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).
- 6.12 For detailed specifications, terms and conditions and other details, refer Bidding Document.
- 6.13 For detailed specifications, terms and conditions and other details, refer Bidding Document. Clarification, if any, can be obtained from EIL through Telephone –0124-289 1344/1341/1287 and E-mail: partho.biswas@eil.co.in / mitesh.patel@eil.co.in / jaydip@eil.co.in.

GENERAL MANAGER (SCM)
ENGINEERS INDIA LIMITED, GURUGRAM

INSTRUCTIONS TO BIDDER

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A GENERAL**1.0 SCOPE OF BID**

1.1 In connection with the Invitation for Bids/ 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 "SERVICES" 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 4th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi, 110 029, 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 or Open 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 or a bidder meeting the BQC criteria as per Invitation for Bids (IFB) on Open 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** In case of open competitive basis, the bidding is open to the bidder who intends to submit the Bid, in response to IFB/NIT.
- 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. Further, in case of a consortium, if any of the member(s) of consortium 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 consortium shall not be considered for bid opening/evaluation/Award.

- 3.5** Similarly, if a bidder is seeking qualification based on engaging a sub-contractor / sub-vendor who meets stipulated qualification criteria (in case allowed as per IFB) and such a sub-contractor 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 offer of such bidder shall not be considered for bid opening/evaluation /award.
- 3.6** If a Bidder / member of the consortium (as per Clause No. 3.4 above) / proposed sub-contractor or sub-vendor (as per Clause No. 3.5 above), is placed on **Black-listing / Holiday Listing /Suspension / Banning List/ Negative List/Debarment List** after opening of price bid and such Bidder / Consortium 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 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/ member(s) of consortium should not be under Liquidation, Court receivership or similar proceedings. Bidder/ member(s) of consortium 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 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 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 RFQ document consisting of Commercial, Price Part & Technical Section has been hosted on e-procurement website (i.e. <https://eprocure.gov.in/eprocure/app>). However, a link shall be provided in EIL website <http://tenders.eil.co.in>.

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.

- Invitation for Bid (IFB)/ Letter Inviting Bid (LIB) and it's Annexures.
- 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. However, in case of Open Competitive Bidding, since the Bidding Document is available for free downloading on the portal, any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.

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 IFB/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 IFB/LIB/PPP 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/IFB**, 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 on EIL website <http://tenders.eil.co.in>.
- 8.2** In case of limited competitive bidding, 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** If the supporting documents towards BQC are not in English language, then copies of the English translation of the same shall also be furnished duly certified, stamped and signed, as per the convention followed by the concerned authority in the respective country, by any one of the following authorities:
- Local chamber of commerce
 - ~~Indian Embassy in their country~~
 - ~~Bidder's Country's Embassy in India~~
 - Any translator in India recognized / authorized by Bidder's Country's Embassy

In absence of requisite document(s), EIL reserves the right to reject the bid without making any reference to the Bidder.

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:**

- Offer Covering letter** of Bid on Bidder's letter head.
- 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;
- 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.
- Power of attorney in favour of signatory (ies) of the Bid**

- e) Documents substantiating meeting **Technical Experience Criteria of BQC** as per **IFB (if applicable)**
- f) Documents substantiating meeting **Financial Criteria of BQC** as per **IFB (if applicable)**.
- g) Documents substantiating meeting **Commercial Experience criteria of BQC** as per **IFB (if applicable)**.

NOTE: Documents at **s no. e), f) & g) above**, as applicable shall be submitted duly certified as per Authentication process specified under relevant provision of IFB.

- 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) Past Experience in support of BQC in Tabular Format **Form-C**~~
 - l) Compliance to Bid Requirement as per **Form-E**.
 - m) Self-Declaration as per **Form-F**.
 - n) Bank Mandate Form as per **Form-G**.
 - ~~o) Integrity Pact, duly signed and stamped on each page by the signatory holding Power of Attorney as per **Form-M** (if applicable).~~
 - p) Unpriced copy (without price) of complete Schedule of Prices document replacing Price figures with words "Quoted/Not Quoted" (as applicable), duly scanned, signed and stamped on each page.
 - q) Compliance with provisions of land border sharing with India as per **Annexure-II** of Instruction of Bidders (ITB)
 - r) Any other document **required in the BDS**.
 - s) 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-Gurugram 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-Gurugram, 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 (REFER BDS FOR APPLICABILITY OF THIS CLAUSE)

- 12.1 Owner, as one of its endeavour to maintain and foster most ethical and corruption free business environment, have adopted the Integrity Pact to ensure that all activities and transactions between the Company (PLL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

For details of Independent External Monitors (IEMs) appointed by Owner, refer BDS

- 12.2 Bidder shall submit the same format of signed integrity pact (as provided in the bidding document), duly filled-in, signed & stamped by the authorised signatory of bidder. No deviations / modifications in IP shall be acceptable. Bidder shall submit the Integrity pact along with the un-priced bid.

- 12.3 Integrity Pact shall be signed by

- (i) the authorised signatory of the bid, in case of Company
- (ii) the Proprietor, in case of Proprietorship firm
- (iii) at least two partners, in case of Partnership firm
- (iv) In case of consortium bids (if permitted in BDS/IFB/NIT), Integrity Pact shall be signed by all consortium members.
- (v) In Case of sub-contracting by the main/principle Sub-contractor, the main/Principal Sub-contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor (of main subcontractor).

- 12.4 Non-submission of Integrity Pact in the bid shall be a ground of disqualification. However, in case of non-submission of Integrity Pact in the bid, an opportunity shall be given in the Commercial Queries (CQ) to submit the Integrity Pact.

- 12.5 Further, if the Integrity Pact submitted in the bid is carrying certain shortcomings / deviations, the bidder shall be asked to clarify or make simple corrections through CQs.

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 QUALIFICATION OF THE BIDDER

16.1 In case Bidding Document contains Bidder Qualification Criteria (BQC), Bids of only those bidders who are found to qualify based on the Qualification Criteria specified in the Invitation for Bid / Notice Inviting Tender shall be considered for detailed Techno-Commercial evaluation. Decision of EIL/ Owner in this regard shall be final and binding.

17.0 AUTHENTICATION OF DOCUMENT/SPECIAL DOCUMENTATION REQUIREMENT

17.1 ~~For requirement of authentication of BQC related documents, refer Invitation for Bid (IFB).~~

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 IFB/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 valid Udyam Registration Certificate, wherever applicable) shall be considered as non-responsive and such Bids shall be summarily rejected.

In case of a consortium bid (If permitted in the bidding document) the bid security may be submitted by any of the members of consortium, on behalf of the consortium.

19.2 Bidder shall furnish Bid Security, in original form and, in the amount and currency specified in the IFB. **Exemption for submission of Bid Security shall be applicable as per IFB/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 IFB/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 from 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-Gurugram 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:

**DAK RECEIPT SECTION,
ENGINEERS INDIA LIMITED
R&D COMPLEX, SECTOR-16 (On N.H.-8)
TOWER-2 (GROUND FLOOR),
GURGAON-122 001, HARYANA (INDIA)
ATTN: Mr. Jaydip Purkayastha, GM (SCM)
Phone no. +91-124- 289 1341 / 1374/ 1287
E-mail ID: mitesh.patel@eil.co.in / ranjit.vunna@eil.co.in / jaydip@eil.co.in**

- 19.8** 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.

- 19.9** 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 be applicable for Insurance Surety Bond.

- 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 (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.

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 Exemption from submission of Earnest Money Deposit shall be as indicated below:

- a) In case of Micro and Small Enterprise, only Udyam Registration certificate shall be considered for availing the benefit of EMD exemption. Irrespective of the product category, exemption from payment of EMD shall be given to all eligible MSEs, except for Traders and in Works contracts.
- b) If the MSE bidder does not provide Udyam Registration Certificate or bid security/EMD along with the e-bid to substantiate their MSE status, such offer of such MSE bidder shall be rejected.

In case an MSE bidder has submitted Udyam Registration No. but scanned document is not uploaded along with Bid on e-tendering portal, the same can be accepted provided a valid MSE Certification is available on Government Udyam Registration portal.

- c) The Udyam Registration Certificate shall be verified from Gol Udyam registration portal (Present web address is https://udyamregistration.gov.in/Udyam_Verify.aspx). The status of MSE Bidder as on date of Unpriced Bid Opening shall be considered for EMD exemption benefit.
- d) **Medium enterprises are not exempted from submission of EMD irrespective of their changes in the status from Micro/Small to Medium in the last three years.**

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) Unincorporated Joint Venture/Consortium: Members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of Attorney given jointly by all the members to the Lead Member.

Leader as well as Members of the Consortium/JV shall also submit a separate POA from their respective Company/ Firm in the name of the signatory signing the Consortium/JV Agreement. Depending on the formation/ registration/ constitution (Company/ Firm, etc.) of the Leader/Member of the Consortium/JV, POA shall be submitted in a manner, as applicable, as per the above clauses.

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:

- 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.
- 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 shall 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/IFB 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/IFB**.
- 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 IFB 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 IFB/NIT/BDS. In case the queries are not addressed to the persons specified in the communication protocol stipulated in the IFB/NIT/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) Fulfills 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) Authentication of qualification documents (as applicable);
 - (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 EIL/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 FRAUDULENT/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.

**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 III** (copy attached) are considered sensitive technologies.
- ii). For **Category-I sensitive sectors**, Bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.
- iii). For **Category-II sensitive sectors**, Bidders with ToT arrangement in the sensitive technologies listed in **Schedule III**, with an entity from a country which shares a land border with India shall require registration.
- iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

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

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

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 (✓) 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 :

Signature (#):

Date :

Name :

Designation :

Seal :

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

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 (✓) 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 :

Signature (#):

Date :

Name :

Designation :

Seal :

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

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 ($\sqrt{\quad}$) 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 :

Signature (#):

Date :

Name :

Designation :

Seal :

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

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.

The screenshot shows a web browser window with the address bar displaying "petronetlmg.in/emd/tender?number=1". The page header is dark blue with the Petronet LNG Limited logo and navigation links: "PL Corporate", "Our Businesses", "Our Commitment", and "Investors". There are also social media icons for Facebook, Twitter, LinkedIn, and YouTube.

The main content area is titled "EMD / Tender Form - Tender No. 1". It contains a form with the following fields:

- Type of Payment* (Dropdown menu)
- Vendor Name (As per bank account)* (Text field)
- PAN of Vendor* (Text field)
- Bank Account Number* (Text field)
- Verify Bank Account Number* (Text field)
- Amount in INR* (Text field)
- IFSC* (Text field)
- Bank Name* (Text field)
- Branch* (Text field)
- Name (contact person name)* (Text field)
- Mobile Number* (Text field)
- Attachment - Cancelled copy of cheque/Bank letter* (File upload button: "Choose File" / "No file chosen")
- Email Address (contact person mail id)* (Text field)

Below the form, there is a checkbox: ☐ I hereby confirm that the above particulars are accurate.

Note: For any issues, please reach out to the admin at emd@petronetlmg.in.

If the challan option is selected on the bank payment screen, please ensure that the RTGS/NEFT payment includes the challan number.

Please refer the concerned tender document for details including the refund policy.

At the bottom of the form, there is a signature box with the text "ashor" and a "Text Verification" field.

The footer of the page is dark blue and contains the text "Petronet LNG Limited", "Quick links", and "Other Links".

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

EMD / Tender Form - Tender No. PLHDSJ7350

Type of Payment*

EMD

Vendor Name (As per bank account)*

PETRONET

PAN of Vendor*

AAACP8148D

Bank Account Number*

Verify Bank Account Number*

123456789

Amount in INR*

1

IFSC*

SBIN0000001

Bank Name*

DUMMY

Branch*

DUMMY

Name (contact person name)*

CHARIT

Mobile Number*

8130799224

Attachment - Cancelled copy of cheque/Bank letter *

Choose File | CBOT notification.pdf

Email Address (contact person mail id) *

charitgoyal@petronetng.in

☒ I hereby confirm that the above particulars are accurate.

Note : For any issues, please reach out to the admin at emd@petronetng.in

If the challan option is selected on the bank payment screen, please ensure that the RTGS/NEFT payment includes the challan number.

Please refer the concerned tender document for details including the refund policy.

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

The screenshot displays the Petronet LNG Limited EMD/Tender portal. The browser address bar shows the URL: `petronetlmg.in/emd/tender/number=PLHDS/7350`. The page header includes the Petronet LNG Limited logo and navigation links: PLL Corporate, Our Businesses, Our Commitment, and Investors. Social media icons for Facebook, Twitter, LinkedIn, YouTube, and Instagram are also present.

The main form area contains the following fields and information:

- Bank Name:** DUMMY
- Branch:** DUMMY
- Name (contact person name):** CHARIT
- Mobile Number:** 8130799224
- Attachment - Cancelled copy of cheque/Bank letter:** Choose File (CBDT notification.pdf)
- Email Address (contact person mail id):** charitgoyal@petronetlmg.in

Below the form, there is a confirmation checkbox: ☒ I hereby confirm that the above particulars are accurate.

Note: For any issues, please reach out to the admin at emd@petronetlmg.in

If the challan option is selected on the bank payment screen, please ensure that the RTGS/NEFT payment includes the challan number.

Please refer the concerned tender document for details including the refund policy.

A captcha image showing the number 7489 is displayed. Below it, the **Text Verification** field contains the number 7489.

The **Proceed for Payment** button is visible at the bottom of the form.

The footer section includes the Petronet LNG Limited logo, a description of services (Regas capacity booking at Dahej Regasification LNG terminal and Ancillary Services of Unloading-Storage-Reloading), and links for Quick links, Other Links, Contact us, and India Energy Week.

The Windows taskbar at the bottom shows the search bar, task view, and several application icons. The system clock indicates the time is 11:53 on 16-01-2025.

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.

Make Payment

Session expires in 09:57 Minutes

Payment Gateway: CC Avenue

Transaction Amount: 1.0 (One)

Remarks: DUMMY

Pay Cancel

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.

PETRONET LNG LIMITED

Transaction times out in 13:46 mins

Billing Information

CHARIT GOYAL

DELHI

110001

New Delhi

India

810793224

charitgoyal@petronetltd.in

ORDER DETAILS

Order #: 237419499

Order Amount: 1.00

Convenience Fee: 16.00

Tax (18.00%): 2.88

Total Amount: INR 19.88

Payment Information

Debit Cards

Net Banking

All Other Banks

ICI Bank Corporate

INR 19.88 (Total Amount Payable)

Make Payment

Cancel

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	
	

BID DATA SHEET

(BDS)

BID DATA SHEET

SR. NO.	ITB CL. NO.	CONTENT
1.	ITB 1.1	Bidding Document Reference No. is: JP/B862-000-TM-T-7105/1033
2.	ITB 1.1	Name of Work is: MATERAIL HANDLING WORKS-2
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 5.2	i. Last date for submission of pre-bid queries : As per Letter Inviting Bids (LIB) ii. The pre-bid meeting is scheduled as following: As per Letter Inviting Bids (LIB) - Microsoft Teams Meeting.
6.	ITB 5.2, 11.1.2 & 26.4	The detail of Contact Persons for any query / clarification / communication / Postal address is: Kind. Attn.: Mr. Jaydip Purkayastha, GM SCM) Engineers India Limited Sector-16 (On N.H.-8) Tower-1 (1ST Floor), Gurugram -122 001 Haryana (India) Tel No. +91-124- 289 1344/1341/1287 E-mail: partho.biswas@eil.co.in, mitesh.patel@eil.co.in, jaydip@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 – EIL 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 shall be as per Letter Inviting Bids (LIB)
9.	ITB 3.4, 3.6, 3.8, 12.3 & 19.1	Consortium / unincorporated Joint Venture (JV) Bids are not acceptable.
10.	ITB 11.1.2, 19.0, 21.1 (BID SECURITY / EMD)	Applicable, For amount refer LIB

11.	ITB 12 (Integrity Pact)	Not Applicable
12.	ITB 18.1 (Period of Validity of Bids)	Bid shall remain valid for a minimum period of 3 (THREE) Months from final due date of submission of Bid
13.	ITB Cl. No. 15.0 Currency of Bid and Payment	INDIAN RUPEE (INR)
14.	SCC 22.1 "Acceptable Bank"	<u>BG Toward CPBG shall be from Acceptable Bank only.</u> "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.

BIDDING FORMS

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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
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N	PROFORMA FOR INSURANCE SURETY BOND (IN LIEU OF PERFORMANCE BANK GUARANTEE)

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)	

COMPLIANCE TO BID REQUIREMENT

(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)

TITLE OF WORKS / SERVICES:

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.

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

Applicable GST rate on the tendered services

_____ %

Note: 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

:

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 multicurrency 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 : _____

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
 4th Floor, Tower I,
 World Trade Centre,
 Nauroji Nagar, New Delhi-110029

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 4th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi, 110 029, 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 4 th & 5 th 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: ICIC0000007). 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
-}
```

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 4th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi, 110 029, India 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. The tender documents including the notice/ Letter Inviting Bid/ Invitation for Bid, General Conditions of CONTRACT, special conditions of CONTRACT, schedule of Prices, general obligations, specifications, drawings, plans, time schedule of completion of jobs, Fax of acceptance of tender and any statement of agreed variations, with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS:

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 : _____
PLACE : _____

DATE : _____
PLACE : _____

In the presence of Two Witnesses

1. _____
2. _____

1. _____
2. _____

PROFORMA OF CPBG**PERFORMANCE BANK GUARANTEE**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,
 4th Floor, Tower I,
 World Trade Centre,
 Nauroji Nagar,
 New Delhi, 110 029, India

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 4th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi, 110 029, India (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 SI 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
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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: ICIC0000007). 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

DELETED

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:

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

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

PROCUREMENT OF SERVICES

1. DEFINITIONS

- 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.
- 2 **“Contractor” or “Service Provider”** shall mean the 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.
- 3 **“Contract” or “Service Order (SO)”** shall mean Letter of Award / Acceptance (LoA) which defines the scope of the engagement and the services to be rendered by the Contractor as well as the fee schedule for the said services and all attached exhibit(s) and document(s) referred to therein along with all the terms & conditions mentioned therein together with all and any subsequent modification(s) thereto.
- 4 **“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 Service Order.
- 5 **“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/SO/LoA, where the supply of services are required to be provided.
- 6 **“Services”** mean the duties to be performed and the services to be rendered by the Contractor according to the terms and conditions of the Contract.
- 7 **“Service Provider’s Representative”** means the person appointed from time to time by Contractor for execution of the Contract.

2A. MISCELLANEOUS 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 Service Provide shall provide certain services, it is understood that the Service Provider 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

- i. Once the contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Contractor's 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:
 - a) The Contract / Agreement (wherever applicable)
 - b) Letter of Acceptance / Service Order along with its enclosures
 - c) Scope of Works / Job Specifications (specific to particular job only, wherever provided)
 - d) Special Conditions of Contract (SCC)
 - e) Technical Specifications (wherever applicable)
 - f) General Conditions of Contract (GCC)
 - g) Instructions to Bidders (ITB)
 - h) Other Documents, if any.
- ii. 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 SERVICE PROVIDER

- 3.1. Service Provider shall, in accordance with and subject to the terms and conditions of this Contract, perform the services in accordance with the Scope of Services / 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 Service Provider shall observe sound management practices and employ appropriate advance technology and safe methods. When completed the job / services that shall be fit for the purpose for which the same are intended and as specifically provided under the Contract.
- 3.3. The Service Provider shall not engage in providing any services that conflict with the interest of PLL under the Contract during the currency of the Contract.

4. SERVICE PROVIDER's REPRESENTATIVE & PERSONNEL

- 4.1. Service Provider shall nomination a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the term of the Service 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 of clause 4.1 and may require Service Provider to replace immediately such person by competent substitute at no extra cost to PLL.
- 4.3. The Service Provider'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 Service Provider's Representative shall have to be duly authorised by the contractor to act or take decisions as and when required, on behalf of Service Provider under the Contract.

5. CONFIDENTIALITY

- 5.1 The Service Provider 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 Service Provider 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 Service Provider shall ensure 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 / Service Provider shall submit Performance Bank Guarantee (PBG) 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 Service Order.
- 6.2 The Performance Bank Guarantee shall be kept valid by the Service Provider at his cost for 90 days from the last date of the term of the Contract and Defects Liability Period (DLP), 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 claim amount thereunder in the event of Service Provider / Contractor failing any of the obligations entered into under this Contract or in respect of any amount due from the Service Provider / 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 Service Order shall constitute sufficient ground 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.
- 6.6 If the duration of Contract is for more than one year, the Contractor shall provide, a PBG of amount equivalent 10% of one year contract price, however the validity of the PBG under this clause shall be three months beyond Defect Liability Period (DLP) or Contract Period whichever is later.

7. SUSPENSION OF THE PREFORMANCE OF SERVICES

- 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 services by the Service Provider at any time.
- 7.2 Service Provider shall, after receipt of notice of suspension, suspend immediately the services and reduce the expenditure, if any, to a minimum level as agreed between the parties.
- 7.3 Upon suspension of the performance of services, the Service Provider 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 Service Provider to resume the performance of the services, without any additional cost to PLL.
- 7.5 If the period of suspension of the duties and services 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 no this General conditions of the Contract as set forth below.

(III) TERMINATION ON ACCOUNT OF INSOLVENCY

In the event, the Contractor/Service Provider 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 / Service Provider 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 / Service Provider is unsatisfactory or is not in accordance with the terms of Contract, the Owner shall notify the Contractor/Service Provider of its unsatisfactory performance along with the detailed reasons thereof. The Owner shall then have the option to terminate this Contract by giving a 30 days written notice to the Contractor/Service Provider, if the Contractor/Service Provider fails to cure the reason for that unsatisfaction and /or comply with any requisitions contained in the said written notice given by the Owner.

(V) TERMINATION FOR DELAY IN MOBILIZATION

Contractor / Service Provider 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 / Service Provider 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 a 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 work / job completed by the Contractor / Service Provider and which has been agreed by Owner, as per the provisions of the Contract upto the date of notice of termination subject to the Contactor / Service Provider 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 fee agreed for the service rendered by Contractor / Service Provider as per provision of the Contract upto the date of notice of termination, subject to the Contractor / Service Provider 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 the Force Majeure, shall notify the other party in writing as soon as practicable 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 to 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 / Service Provider.
- (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 Service Provider fails to mobilize / deploy the required manpower and the complete equipment's so as to commence the Services within Mobilisation Period and complete the Services 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 decision of the OIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.
- 10.3 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.

- 10.4 As per clause 10.1 above, in case of delay in the execution of Contract, the Service Provider shall raise invoice for reduced value as per Price Reduction Clause. However, in case Service Provider has raised the invoice for the full value of the Contract, then Service Provider shall issue a Credit Note towards the applicable Price Reduction amount.
- 10.5 In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, PLL will release the payment to Service Provider by 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 Service Provider or security deposit, if any, lying with PLL, in future to the him under this contract.
- 10.6 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 Service Provider and the Contractor / Service Provider shall indemnify PLL to that effect.

11. MODIFICATION

During the performance of the Services, OIC / PLL may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the 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 Services, as he may consider just and reasonable.

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

12. DEFECTS LIABILITY PERIOD (DLP)

The Service Provider, unless otherwise specified elsewhere in the Contract, shall guarantee the installation / Service for a minimum period of three months if not explicitly mentioned elsewhere in the Contract from the date of completion of Service. Any damage or defect that may arise or lie undiscovered at the time of completion of Service, connected in any way with the equipment or materials supplied by the Service Provider or in the workmanship, shall be rectified or replaced by the Service Provider at his own expenses as deemed necessary by the OIC. In case of default, the OIC may carry out such services by other service provider(s) and deduct actual cost incurred.

13. ASSIGNMENT / SUBLET

- 13.1 The Service Provider 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 Service Provider from any obligation, duty or responsibility under the Contract.

- 13.2 This is pertinent to mention here that the basic scope of Services cannot be sublet in any case. However, on specific request of the Service Provider and subject to written permission of PLL, the Service Provider may sublet the allied / incidental jobs related to the Contract. Such permission shall not relieve the Service Provider from any obligations, duty or responsibility under the Contract and Service Provider shall be fully responsible for the same hereunder and for the execution and performance of the Contract.
- 13.3 Sub-letting of entire Contract is specifically prohibited and an undertaking to this effect shall always be given by the Service Provider along with each invoice / bill.

14. NOTICE

- 14.1 **TO THE SERVICE PROVIDER:** Any notice to be given to the Service Provider 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 Service Provider. Proof of issue of any such notice shall be a conclusive evidence of the Service Provider having been duly informed of all contents therein.
- 14.2 **TO PLL:** Any notice to be given to the OIC of the Owner under the terms of the Contract may be served by the Service Provider, by e-mail or delivering the same through registered post / Courier at the respective site office.
- 14.3 A notice shall be effective when delivered or on the date mentioned in notice, whichever is later.

15. INTELLECTUAL PROPERTY RIGHTS

The Contractor / Service Provider shall not, in providing services 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/ Service Provider 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 / Service Provider or its employees, subcontractors, or agents in connection with or related to the Contractor / Service Provider or the Contractor's performance under this Contract.

16. EXECUTION OF SERVICES

All Services shall be provided 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 Service Provider 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.

17. INDEMNITY AND INSURANCE

The Contractor / Service Provider shall purchase and maintain at his cost, such insurance as will protect the Contractor / Service Provider from claims 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 / Service Provider 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 / Service Provider in due performance of its obligations under this Contract.

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

The Contractor / Service Provider 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.

18. TAXES AND DUTIES

- 18.1 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 / Service Provider under the Contract shall be included in the schedule of prices submitted by the Contractor / Service Provider as per format.
- 18.2 The monthly bill in duplicate will have to be submitted by the Contractor / Service Provider 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 / Service Provider for this contract. The bills should be supported by copies of payment including statutory payments in respect of each personnel engaged by the Contractor / Service Provider.
- 18.3 The Contractor / Service Provider 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 / Service Provider.

- 18.4 After award of work, GST as applicable shall be paid by PLL to the Contractor / Service Provider based on the Taxable invoices issued by the Contractor.
- 18.5 PLL shall accept only E-Invoice compliant invoices, in case the provisions are applicable.
- 18.6 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.

18.7 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 Services rendered by 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 Petronet LNG Ltd. (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.

19. COMPLIANCE OF LABOUR LAW CODES AND OTHER REGULATIONS

- 19.1 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 / Service Provider 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.
- 19.2 The Contractor / Service Provider shall comply with all Acts, Codes, Laws, Rules and Regulations applicable and notifications with regard to the performance of work.
- 19.3 The Contractor / Service Provider 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 / Service Provider or by the third parties or by the Central or State Government authority or any sub-division thereof.

- 19.4 The Contractor / Service Provider 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 / Service Provider 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.
- 19.5 The Contractor / Service Provider shall mandatorily 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.
- 19.6 The Contractor / Service Provider shall furnish all reports and statutory authorities as prescribed from time to time. The Contractor / Service Provider shall forward the copy of same to the OIC. The Contractor / Service Provider 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's engaged by the Contractor / Service Provider 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.
- 19.7 For any infringement of these provisions, PLL shall be at liberty to rescind the Contractor / Service Provider without any liability to pay any compensation whatsoever to the Contractor/ Service Provider.
- 19.8 The workmen employed by the Contractor / Service Provider shall at all times be the employees of the Contractor / Service Provider and shall not claim any employment in PLL. Further, PLL shall not have Employer employee relationship with the workmen employed by the Contractor/ Service Provider.
- 19.9 The Contractor/ Service Provider 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.
- 19.10 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.

20. UNETHICAL PRACTICES

- 20.1 The Contractor / Service Provider 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 / Service Provider.
- 20.2 The Contractor / Service Provider 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 / Service Provider 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.

- 20.3 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.

21. DISPUTE RESOLUTION

- (i) In the event of a dispute between the Owner and the Service Provider 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 Service Provider’s Representative shall, upon the written request of either the Owner or the Service Provider (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 Service Provider’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 had 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 sixty (60) 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 agrees to use their best efforts to resolve all Disputes promptly, amicably, equitably and in good faith.

22. 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 of an Arbitration Tribunal of three arbitrators, of whom each Party shall nominate one arbitrator. The third arbitrator (who shall 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.

23. JURISDICTION AND APPLICABLE LAW

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

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

Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, codes, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold PLL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such codes, laws, regulations, ordinances or other rules. PLL will provide necessary permits for Service Provider'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 / Service Provider to maintain / renew the validity of the such consent / approvals thereunder from time to time, failing which it may lead to cancellation of contract.

25. 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.

26. 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.

27. 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 of GCC.

28. Procedure For Evaluation Of Performance Of Vendors/ Contractors/ Consultants

Procedure for evaluation of performance of Contractor/Consultant is enclosed at Attachment-II of GCC.

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 behavior 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 mis-conduct, mis-representation, 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 is 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 incidental 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.

**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/ Non stock Non valued 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 Rating	Action
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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 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/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	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 on prorata basis for acceptable Quantity as compared to total Quantity for normal cases	10 marks
ii. When quality Failure endanger System integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii. Number of Deviations	1. No deviation : 2. No. of deviations < 2: 3. No. of deviations > 2:	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

SPECIAL CONDITIONS OF CONTRACT

1 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** The registered address of PLL/Owner as indicated under Cl. No. 1(1) of GCC shall be read replaced with "4th Floor, Tower I, World Trade Centre, Nauroji Nagar, New Delhi, 110 029, India".
- 1.6 Order of precedence**

Clause no. 2B of GCC-Services 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 LOCATION OF SITE

Refer Technical Section of the Bidding Document.

3 LAND, POWER, WATER AND OTHER FACILITIES

Refer Technical Section of the Bidding Document

3.1 General Obligations of the Contract

The Contractor shall, in performing the Contract, comply with all applicable laws.

4 CONTRACT PERIOD

4.1 The contract shall be valid as per Contract Period / Duration of Contract indicated in **Clause No. 3 of Letter Inviting Bids (LIB)**.

4.2 The Contract Period / Duration of Contract given includes the time required for mobilization (if required) and performance of scope of work in all respects to the entire satisfaction of the Engineer-In-Charge /PLL.

5 Mobilisation:

5.1 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.

5.2 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.

6 SCOPE OF WORKS/SERVICES

6.1 The scope of work in general includes scope of work specified in various Technical Specifications provided in technical portion of the bidding document and Schedule of Rates (SOR) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

6.2 Scope of work shall be read in conjunction with item description of Schedule of Rates and CONTRACTOR's scope shall include all activities of work specified in the item description of Schedule of Rates.

6.3 Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

7 SCOPE OF SUPPLY

7.1 The scope of supply/service 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/services shall be deemed to be included in the quoted rates without any additional liability on the part of PLL except for the material/services specifically covered under PLL's Scope of Supply.

8 TERMS OF PAYMENTS

8.1 Terms of payments shall be as set out in **ANNEXURE-I to SCC**.

8.2 For all payment purposes, measurement shall be as set out in **ANNEXURE-II 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 falling 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 set 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 TAXES AND DUTIES

Refer Annexure-III of SCC

10 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-III of SCC.

10.2 VARIATION DUE TO STEEL PRICE ESCALATION: - NOT APPLICABLE

11 JOB 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 and shall deploy site organization and augment the same as decided by the ENGINEER-IN-CHARGE depending on the exigencies of work.

12 QUALITY MANAGEMENT SYSTEM – NOT APPLICABLE

13 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 underground 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 the performance of work.

14 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 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 MECHANISATION OF ACTIVITIES AND MOBILISATION OF EQUIPMENT

16.1 MECHANISATION OF ACTIVITIES

16.1.1 The CONTRACTOR shall mechanise the activities to the maximum extent by deploying all necessary 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 EQUIPMENTS

The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications, progressively deploy Key equipment & tools and further augment the same depending on the exigencies of work and as decided by the ENGINEER-IN-CHARGE so as to suit the requirements 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 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 Equipment brought by him to the site are in good working condition.

The CONTRACTOR shall schedule repair and maintenance of his equipment in such a way that equipment breakdown will not cause delay. If the CONTRACTOR's equipment experience breakdown of such frequency and type that delay in execution is probable, the CONTRACTOR shall take immediate action, and replace such equipment and / or mobilise suitable equipment in a timely manner at no additional cost to PLL so as to prevent delay.

If due to the occurrence of breakdown to CONTRACTOR's 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.

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 ROYALTY

Deleted

18 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITE – NOT APPLICABLE

19 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

Deleted

20 DISPOSAL OF SCRAP AND DEBRIS BY CONTRACTOR:

Refer Technical part of the bidding document

21 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 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 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 Three months for claim period. BGs shall be submitted as per the format included in the Bidding document.

- 22.2.** In lieu of "Performance Bank Guarantee", Contractor 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 Performance Bank Guarantee shall also be applicable for Insurance Surety Bond.

- 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/ISB 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.

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 REQUIREMENTS FOR DOCUMENTATION – Refer Technical part of Bidding Document

24 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

- 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.
- 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.
- The contractor shall deploy personnel with no past criminal record. Necessary police verification certificate shall be submitted.
- 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
- 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.
- 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.
- 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.
- 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.
- In case of emergency, Instructions of Shift In-charge are to be complied with.
- 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.
- 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

- 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 ELECTRICAL CONTRACTOR'S LICENSE : NOT APPLICABLE

26 MAKE OF MATERIALS : NOT APPLICABLE

27 PROCUREMENT OF TMT BARS, CEMENT AND STRUCTURAL STEEL BY CONTRACTOR : NOT APPLICABLE

28 CERTIFICATE OF VERIFICATION AND GOOD CONDITION: NOT APPLICABLE

29 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 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 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 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 FURTHER SUB-CONTRACTING : NOT APPLICABLE

33 OTHERS MODIFICATION TO GCC

33.1. Defect Liability Period : NOT APPLICABLE

- 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 replaced with the following extent:

Price reduction due to delay in completion as per GCC, shall not be applicable. However, penalties for non-mobilization of machineries or equipment / damage to owner goods/ demurages, if any, as defined in technical section of Bidding Document shall be applicable.

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. 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.

33.7. TERMINATION

33.7.1. 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.

33.7.2. 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.

33.7.3. 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 EXTENDED STAY COMPENSATION

No Extended Stay Compensation shall be payable against the subject Contract.

35 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT – NOT APPLICABLE

36 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 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 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 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 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 provisions of Technical Section and instructions of Engineer-In-Charge.
- 40.1.2. 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.
- 40.1.3. 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:
- the management systems and the installation are adequate to ensure that the design and the operation of the installation and the equipment are safe;
 - the potential hazards of the installation and the risks to personnel and environment have been identified and appropriate controls provided;
 - adequate provision is made for ensuring, in the event of a major emergency affecting the installation, the safe evacuation and rescue of personnel and
 - 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.

41 MOBILIZATION & SECURED ADVANCE: NOT APPLICABLE

42 DELETED

43 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 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 COMPLETION CERTIFICATE

45.1 Engineer-In-Charge/PLL shall not issue the "Completion Certificate" until:

- The Contractor has successfully completed the total Works/Services as per the scope of Works/Services defined in the Technical Section and the Engineer-In-Charge / PLL is satisfied that the Works/Services are complete in all respects in accordance with the Technical Section and free of all defects;
- the Contractor has submitted the following documents to EIL/PLL in 3 hard sets along with soft copy at site, if applicable:
 - a) Discharge in respect of PLL supplied equipment and machinery, signed by the Engineer-in-Charge; and
 - b) 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).
 - c) No Claim and No Dues Certificate

45.2 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 RESPONSIBILITY FOR THE WORK

Responsibility for the Work shall be as per the Technical Section of the Bidding Document.

47 **ABNORMALLY HIGH RATES ITEMS (AHR) [FOR APPLICABILITY, REFER BDS]: NOT APPLICABLE**

48 WORKS PROGRAMME

Not Applicable

49 E-PAYMENTS

- 49.1** 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

50 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE: NOT APPLICABLE

51 OUTBREAK OF PANDEMIC

- 51.1** 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.

52 WEATHER CONDITIONS

- 52.1** The Contractor shall bear all cost and delays due to adverse weather conditions / weather down time experienced during the execution period of the works.

53 ROUNDING OFF

- 53.1** 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.

54 GENERAL GUIDELINES DURING AND BEFORE ERECTION

- 54.1** 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.

55 WORK IN MONSOON SEASON'S

- 55.1** 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.

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 such as 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.

56 HOUSEKEEPING & SCRAP MANAGEMENT

Refer Technical part of Bidding Document.

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.

57 SECURITY AND SECURITY ARRANGEMENT

- 57.1** 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.

TERMS OF PAYMENT
[ANNEXURE - I 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

Secured advance is applicable for this tender. List of items QUALIFYING/ NOT QUALIFYING FOR SECURED ADVANCE is enclosed as **Appendix I** to GCC

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	<u>CIVIL</u>	
1.1	Soil Investigation/ Geotechnical/ Topographical & route survey	- 80% on completion of work on prorata 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	<u>Case-I</u> <u>Installation of sheet pile with subsequent removal (Inc case removal of pile is not possible, Case-II is applicable for payment terms)</u> - 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. <u>Case-II</u> <u>Installation of sheet pile without removal</u> - 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	<u>CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS</u>	
2.1	<u>Structural steel works</u>	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.

2.11

		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	<u>MECHANICAL WORKS</u>	
3.1	Above Ground Piping Works (Pipes & Pipe Components, Valves, Orifice plates - Free issue)	a. <u>Fabrication & Erection of Piping</u> - 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. <u>Erection of Valves, Orifice Plates</u>

		- 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. - 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.
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		- 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 prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 prorated 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 prorated 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 prorated basis. - 10% on erection, alignment, welding, grouting, NDT on prorated 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 prorated 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 prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 prorated 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: - 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. (i) is not applicable in case of city areas and where continuous ROU stretch is not released. - 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
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		Temporary & Permanent Cathodic Protection system shall be considered and payable on prorata 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 % prorata 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)	<u>PEB Buildings (Without Civil Foundation)</u> - 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)	<u>PEB Buildings (With Civil Foundation).</u> - 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= $[1+\{\text{Period in months}-6\} /3]$ 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 prorated 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:

- The above payment terms commensurate with the work executed.
- The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
- 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 - II 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.

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- 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-Penetrant (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-Charge. 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

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- 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-III to SCC)

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

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 withhold 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

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

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

-
- 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

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 IOF, 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.

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 I0F 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

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.

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 BCD & SWS on materials imported shall be passed on to Owner.

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.

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.

<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 EII/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 EII/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 EII/Owner due to any incorrect declaration or non-compliance by us and EII/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.

HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT



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

A handwritten signature in blue ink, appearing to read 'A. Singh'.

Akshay Kumar Singh
MD & CEO



EXHIBIT-I TO SCC (INSURANCE EXHIBIT)



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INSURANCE EXHIBIT [EXHIBIT –I TO SPECIAL CONDITIONS OF CONTRACT]



EXHIBIT-I TO SCC (INSURANCE EXHIBIT)



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1. CONTRACTORS LIABILITY INSURANCE

- 1.1 The Contractor shall purchase and maintain at its cost and expenses and in accordance with the terms set forth in sub paragraph 1.2 of this Exhibit-I during the duration of the Contract Schedule, till Final Acceptance, from an insurance company in India such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's performance of the Work or otherwise under the Contract, whether such claim may arise due to action or omission by the Contractor or a Subcontractor 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:
- a) claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts, which are applicable to the Work to be performed;
 - b) claims for damages because of bodily injury, occupational sickness or disease, or death of employees of the Contractor or any Subcontractor;
 - c) claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offence directly or indirectly related to employment of such person by the Contractor;
 - d) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle and/or marine craft or vessel and/or aircraft as applicable, if used in the performance of the work; and
 - e) Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract which are not insured under para 2.1 mentioned hereinafter;
 - f) Any other mandatory/obligatory insurance which the Contractor may be required to effect and keep in force, in accordance with Applicable Laws of India and other countries as and where applicable. The Contractor shall defend, indemnify, and hold the Owner harmless for any liability or penalty which maybe imposed by any Governmental Authority by reason of any asserted violation by the Contractor or Subcontractor of any mandatory/obligatory insurance requirement, including but not limited to those listed in (a) to (e) above, and also from all claims, suits or proceedings that maybe brought against the Owner arising under, or growing out of or by reason of the Work provided for by this Contract, whether brought by employees of the Contractor or by third parties.
 - g) The Contractor shall use all reasonable endeavors to ensure that its subcontractors (and their respective direct and indirect Subcontractors) maintain insurance similar to the insurance required of Contractor under para 1.1 with limits of liability and levels of deductibles acceptable to Contractor.
 - h) All policies of insurance required to be maintained by Contractor shall:
 - (i) provide a severability of interests or cross liability clause,
 - (ii) name the Owner and the Lender as additional insureds for their respective interests;
 - (iii) provide that the interests of the Owner and the insureds shall not be invalidated by any action or inaction of the Contractor and shall insure Owner notwithstanding the breach of any warranties by the Contractor, the breach of any policy condition by the Contractor or misrepresentation by the Contractor
 - i) All policies of insurance referred to in para 1.1 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

Engineers India Limited
Gurugram



EXHIBIT-I TO SCC (INSURANCE EXHIBIT)



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the Owner and the Contractor (and their respective Affiliates) or any Subcontractors in respect of losses arising out of or in connection with the Work. A confirmation to the effect from the Insurer of the Contractor would be required.

- 1.2 The insurance required under paragraph 1.1 should be written for not less than the limits of liability specified and/or required by Indian Law. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.
- 1.3 Certificates of insurance evidencing the above referred insurance, acceptable to the Owner, shall be filed with the Owner prior to thirty (30) Days of the commencement of physical execution of relevant part of the Work. The certificates and the insurance policies required under paragraph 1.1 of this Exhibit-I shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least sixty (60) Days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after Final Payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final invoice for payment under the Contract.
- 1.4 The Contractor, at its cost and expense, in the interest of the Work, shall maintain adequate insurance during the duration of the Work in respect of the Contractor's Equipment including Third party liability insurances as required by Law in respect of such equipment.
- 1.5 The Contractor shall at its cost and expense, purchase, secure and maintain such insurance as may be required or necessary in foreign country (under Applicable Law in connection with its performance of its obligations under the Contract).
- 1.6 The Contractor shall use all reasonable endeavors to ensure that its Sub contractors (and their respective direct and indirect sub-contractors) maintain insurance similar to the insurance required of Contractor in paragraph 1.1 with limits of liability and levels of deductibles acceptable to the Contractor and the Owner.

2. OWNER LIABILITY INSURANCE-

2.1 Third Party Liability

The Owner shall purchase and maintain an insurance (hereinafter referred to as "Owner Liability Insurance") during the duration of the Work, with an insurance company in India, in the joint names of the Owner, Lender(s), Contractor and Subcontractors, Owner Liability Insurance arising from their performance under the Contract. Such insurance shall be arranged for a limit of Rupees 25 Crore for any one occurrence with no deductibles for death/bodily injury and with standard deductibles for property loss/damage and such policy shall have an aggregate limit during the period of policy. Such cover shall include a cross liabilities clause to protect the liability of one insured party against another provided nothing contained in the said clause shall extend the insurer's total liability for any one occurrence beyond the limit agreed to pursuant to this subparagraph.

3. OWNER PROPERTY INSURANCE

3.1 The Owner shall purchase and maintain an insurance (hereinafter referred to as “Owner Property Insurance”) during the duration of the Work, with an insurance company in India, with coverage as follows:

- (a) Marine cargo insurance for all Plant and Equipment and materials to be installed as part of the Work, in transit from anywhere in the world to anywhere in the world, on a ‘warehouse to warehouse’ basis against loss or damage arising from customary all risks’ perils (including war, strikes, riot and civil commotion) while in transits by conveyances and vessels and/or vessels and/or air and/or barge and/or road and/or rail and/or any other conveyance by land, sea or air and connections, including during loading, unloading and temporary storage, up to full replacement value of such equipment and Materials on a basis of valuation including costs, insurance, freight charges plus customs duties plus anticipated future escalation of 10% (i.e. CIF plus 10%).
- (b) Erection–All Risk Insurance for all works & temporary works at the Site up to the full replacement value including import duties plus anticipated future escalation of 10%.
- (c) The sum insured under the Owner Property Insurance shall cover and be based on the estimated Project Cost and the likely impact of inflation in the economy, at all times during the Contract Schedule. Such cover shall include physical loss or damage during the maintenance period (not exceeding 12/24 months as available) arising from operations carried out by the Contractor, Sub Contractors for the purpose of complying with their obligations under any maintenance conditions of the Contract during the Defects liability period agreed in the Contract.
- (d) Such insurance shall carry deductibles, an indication of which is given below:
 - (i) Fire and Explosion/ Testing & Commissioning/ Design Defect/ Act of God Perils/ Maintenance - 15% of Claim Amount Subject to Minimum INR 75,000,000 each and every loss.
 - (ii) All Other Perils including TPL: 5% of Claim Amount subject to Minimum INR 50,000,000 each and every loss.

In the event of a claim, the deductibles will be borne by the Contractor.

3.2 Marine Cargo insurance shall be based on the following indicative conditions:

- Institute Cargo Clauses (A) CL382 dated 1/1/09.
- Institute War Clauses (Cargo) CL385 dated 1/1/09.
- Institute Strikes Clauses (Cargo) CL386 dated 1/1/09.
- Institute Cargo Clauses (AIR) CL387 dated 1/1/09 (excluding sending by post).
- Institute War Clauses (AIR CARGO) CL388 dated 1/1/09 (excluding sending by post).
- Institute Strike Clauses (AIR CARGO) CL389 dated 1/1/09.
- Institute Classification Clause CLS354 dated 1/1/01.
- Institute Radioactive Contamination, Chemical Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03.
- Warranties & Exclusions

- Excluding Mechanical &/or Electrical Derangement unless caused by an insured peril.
- Excluding Rusting, Oxidization & Discoloration of unprotected &/or unpainted items &/or all on deck shipments unless caused by an ICC (C) Clause peril.
- Communicable Disease Exclusion
- Over Dimensional Cargo Survey Warranty
- Excluding shipments from Cuba, North Korea, Syria, Iran and Crimea absolutely.
- HRA Warranty & Specified Territory Exclusion (Russia, Ukraine, Belarus) & Excluding War, Strikes, Riots and Civil Commotion Risks for all transits to, from and within Ukraine, Ukraine territorial waters, Russian Black Sea territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200kms of the Ukrainian border in Marine.
- War, Strikes, Riots and Civil Commotion Risks for marine import subject to JCC Global Cargo Watch List.
- Sanction Limitation and Exclusion Clause
- Paramount War Clause
- No Cover for unexplained shortages
- Institute Cyber Attack Exclusion Clause
- Five Power War Clause
- War & SRCC exclusion for High-Risk Areas.
- General conditions to be agreed.
- Any other warranties & exclusions as applicable at the time of policy placement.
- The above coverages, warranties, exclusions shall be as per the latest available wordings at the time of placing the policy.

3.3 Erection All Risk insurance shall be on an all-risk of physical loss or damage policy form. Cover Note will be available prior to the commencement of physical execution of relevant part of the Work, but the policy form will be based on the following conditions or an alternative form to be advised:

Standard Erection All Risks Policy plus indicative endorsements:

- SRCC/RSMD Cover
- Extended Maintenance for 2 years from Mechanical Completion
- Overtime, Night Work and Express Freight
- Airfreight
- Structures in Earthquake Zones
- Design Improvement Exclusion DE3 (1995) or LEG 2/96
- Fire Fighting Facilities
- Civil Engineering Works
- Clearance of Debris
- Surrounding Property
- Architects & Consulting Engineers Fees
- Including inland transit and offsite storage of indigenous supplies



EXHIBIT-I TO SCC (INSURANCE EXHIBIT)



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- Including offsite storage of foreign goods not otherwise insured under the Marine Cargo Policy
 - Wet Risk Exclusion
 - Pro-rata extension of policy period subject to Loss Ratio not exceeding 50%.
 - Multiple Insured's Clause.
 - Cut Through clauses acceptable to the Lenders. or any other variation as is achievable.
 - Standard Exclusions
 - Any other warranties & exclusions as applicable at the time of policy placement.
 - The above coverages, warranties, exclusions shall be as per the latest available wordings at the time of placing the policy
- 3.4 The coverage referred to above shall be set forth in full in the respective policy forms as and when taken as per availability in international/domestic markets and as is reasonable in view of the exposures involved at reasonable cost.
- 3.5 If any of the Owner's Property Insurance policies provides for minimum deductibles, loss or cost, to the extent of such deductibles, the liability shall be to the account of the Contractor. If deductibles are not identified in the insurance documents, the Owner shall notify the Contractors prior to the commencement of the Work of the required minimum deductibles and the Contractor shall pay costs not covered on account of such deductibles.
- 3.6 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- 3.7 If during the Contract Schedule the Owner insures properties, real or personal or both, adjoining or adjacent to the Site by property insurance under policies separate from those insuring the Project, or if after Final Payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the Contract Schedule, the Owner shall waive all rights in accordance with the terms of Subparagraph 2.10 for damages/loss caused by perils under this policy. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- 3.8 Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.
- 3.9 The contractors / sub-contractors will comply with all the terms and conditions of the insurance policy and for any breach of conditions which results in denial of insurance claim, the contractor will be responsible and hold the owners harmless for such breach of warranties / conditions.
- 3.10 Waivers of Subrogation. The Owner, the Lender(s) and Contractor and their respective insurers waive all rights against each other and any of their Subcontractors, agents and employees, each of the other, for damages caused by perils to the extent proceeds are recovered under the Owner's Property Insurance and Owner Liability Insurance obtained pursuant to this Paragraph 2, except such rights as they have to the proceeds of such insurance held by the Owner as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not



EXHIBIT-I TO SCC (INSURANCE EXHIBIT)



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pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- 3.11 All matters pertaining to post purchase of the Owner Property Insurance and Owner Liability Insurance such as but not limited to filing claim intimations, arrangement of surveys, documentation, declarations and /or any other requirements as stipulated or as may arise or as required by the insurers shall be performed by the Contractor. All losses in excess of the amounts insured, or all losses or insurance claims not recoverable either totally or partially from insurance company(ies), or any deductible under the insurance policies; shall be to the account of the Contractor.
- 3.12 A loss insured under Owner Property Insurance and Owner Liability Insurance under Paragraphs 1 and 2, shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insured, as their interests may appear, subject to requirements of any applicable Lender's clause and of Paragraph 3.13. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, the Contractor shall require Subcontractors to make payments to their Subcontractor and/or agents in similar manner.
- 3.13 Under no circumstances shall the Contractor sign the discharge voucher for the full and final settlement of any loss payable under the Owner Property Insurance and Owner Liability Insurance, over an amount of US Dollars 5,000 or equivalent Indian rupees without the written approval of the Owner. In case of issue of any discharge voucher without the written approval of Owner as above, the difference in amount, if any, between the amount claimed or the actual loss suffered under the insurance and amount of settlement by the insurers, shall be borne by the Contractor.
- 3.14 The Contractor as fiduciary shall have power to adjust and settle a loss, payable under the Owner Property Insurance and Owner Liability Insurance, with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Contractor's exercise of this power; if such objection be made arbitrators shall be chosen as provided in the arbitration agreement of the Contract. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- 3.15 Partial occupancy or use in accordance with agreed Contract conditions shall not commence until the insurance company or companies providing Owner Property Insurance and Owner Liability Insurance, have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**BIDDING DOCUMENT
FOR
MATERIAL HANDLING WORKS - 2**

(BIDDING DOCUMENT NO.: JP/B862-000-TM-T-7105/1033)

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

PART-II OF III : PRICE PART

NAME OF WORK: MATERIAL HANDLING WORKS-2 FOR PDH PP PLANT WITH ETHANE AND PROPANE STORAGE AND HANDLING FACILITIES AT DAHEJ, GUJARAT

BIDDING DOCUMENT NO. : JP/B862-000-TM-T-7105/1033

PREAMBLE TO SCHEDULE OF PRICES

- 1 Bidder to refer **Document No. B862-000-18-43-TM-T-7105 Rev. of Technical Part.**
- 2 The quantities shown against the various items are only approximate and may vary to any extent individually subject to conditions given in General Terms & Conditions of Contract/Special Conditions of Contract.
- 3 No claim shall be entertained during currency of this Contract towards any items due to the above including where the CONTRACTOR has quoted low/ high rates.
- 4 EIL/OWNER reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Rates from the similar items already available in schedule of rates. In case any activity though specifically not covered in schedule of rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Rates is to be read in conjunction with all other documents forming part of the Contract.
- 5 All items of services/work mentioned in the Schedule of Rates shall be carried out as per the specifications and instructions of EIL/OWNER and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools & tackles and as called for in the detail specification and conditions of the Contract.
- 6 Bidder shall furnish this Form duly filled in all respects along with his unpriced part.
- 7 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (GST) as per Provisions of taxes & duties specified in SCC.
- 8 Any errors of interpretation of applicability of taxes/duties by bidders shall be to their account.
- 9 **Bidders shall quote their prices as percentage (increase+)/decrease(-) variation in Form SP-0 on Total estimated value in BoQ1 Sheet of Price Schedule. This percentage variation as quoted by the bidder will apply uniformly to all items of SOR during execution.**
- 10 **The Total Estimated Price as per Form SP-0 have been specified as the summation of the estimated prices for Group-01WW.50.9 only. However, percentage increase / decrease quoted in Form SP-0 by bidder shall apply uniformly on all the items of Groups 01WW.50.1, 01WW.50.2, 01WW.50.3, 01WW.50.4, 01WW.50.5, 01WW.50.6, 01WW.50.7, 01WW.50.8 including Group 01WW.50.9 as per Form SP-1 during execution.**
- 11 **Bidder shall indicate only the Increase/Decrease on Total estimated value in terms of percentage upto 2 decimal places in the "SUMMARY OF PRICES [FORM SP-0]" i.e., Sheet BoQ1. Bidder shall not change the Pre-filled rate/ amount indicated in 'Schedule of Rates' [Refer FORM-SP-1].**
- 12 Owner/Consultant reserves the right to cancel/delete/curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.

Name of authorized person submitting the tender on behalf of the Bidder (s):	
Designation of authorized person:	
Name of firm/ Contractor:	
Address of firm/Contractor:	
Date:	

SUMMARY OF PRICE – FORM SP-0 (BoQ1)

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: EIL on behalf of PLL

Name of Work : MATERIAL HANDLING WORKS-2

Bidding Document No.: JP/B862-000-TM-T-7105/1033

Name of the Bidder/ Bidding Firm / Company :	
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SUMMARY OF PRICE [FORM SP-0]
1. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
2. If percentage is not quoted in Col. 5 of Form SP-0, it shall be considered “NIL” for price evaluation/award.
3. Bidder to select appropriate percentage option from "Percentage Option [Excess (+), Less (-)]"

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	MATERIAL HANDLING WORKS-2 FOR PDH PP PLANT WITH ETHANE AND PROPANE STORAGE & HANDLING FACILITIES AT DAHEJ, GUJARAT (BIDDING DOCUMENT NO.: JP/B862-000-TM-T- 7105/1033) (For details refer pre-filled rate as per Form SP- 1)	1.00	Lumpsum	35036000.00	35036000.00	INR Three Crore Fifty Lakh Thirty Six Thousand Only
Total in Figures					35036000.00	INR Three Crore Fifty Lakh Thirty Six Thousand Only
Percentage increase/ decrease on Total estimated cost as stated in COL.6 above, applicable uniformly on all items of pre-filled SOR			Select		0.00	INR Zero Only

FORM SP-1 (Detailed Schedule of Rates)

Bidding Document No. : JP/B862-000-TM-T-7105/1033

Job No. : B862

Tender Title : MATERIAL HANDLING WORKS-2

Client : PETRONET LNG LIMITED (PLL)

Project : PDH PP Plant with Ethane and Propane handling facilities

Schedule of Rates

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1	Name of Work		MATERIAL HANDLING WORKS-2						
2	Bidding Document No.		JP/B862-000-TM-T-7105/1033						
S.No.	Item Sl. No.	Item Code	Item Description	UOM	Qty.	Curr.	Unit Rate	Total Amount	
Part No. : 0									
SOR No. : B862-000-18-43-TM-SOR-7105-0-0M			Division/Department : SUPPLY CHAIN MANAGEMENT / SCM - SHIPPING						
SOR Title: Material Handling Services II									
1	01WW	01WW	SHIPPING						
2	01WW.50	01WW.50	Material Handling ChargesAll inclusive charges for taking delivery from Transport Companies Godown/ Railway Sidings of all types of consignments including loading onto vehicles, transportation to project site, unloading, stacking and shifting including all formalities with statutory authorities, verification of packages, weighments, surveys, open delivery, obtaining shortage/damage certificates, survey reports, GST enabled documents and supervision at all stages. (All types of transport vehicles, labour, cranes, lifting tackles, handling equipments / lashing materials etc. to be provided by contractor at every stage).						
3	01WW.50.1	01WW.50.1	All inclusive charges for the collection and loading of small consignments received at various Transport Companies located in and around project location (indicated in technical section) within a radius as indicated below (km) or thereabouts from Project site, transportation to Project site (indicated in technical section),unloading and stacking. All types of general cargo, loose or packed including fabricated equipments, pumps, instruments, fittings, electrical items, cable drums etc. (Rate shall be quoted on per MT basis and payment shall be made as per actual weight of the consignment.)						
4	01WW.50.1.1V25	01WW.50.1.1V25	General Cargo (Weight per Package) Upto 3 MT Within Radius 150 km From Dahej,Gujarat	MT	100.000	INR	1,880.00	188,000.00	
5	01WW.50.1.2V4	01WW.50.1.2V4	General Cargo (Weight per Package) Above 3 MT Upto 9 MT Within Radius 150 km From Dahej,Gujarat	MT	50.000	INR	1,880.00	94,000.00	
6	01WW.50.2	01WW.50.2	All inclusive charges for coordination with Transport Companies offices and completion of all documentation formalities like surrendering consignee copy of LR, submission of indemnity bond/undertaking letter, arranging freight payment etc. and follow up with the transporter for door-delivery of the consignment at project site. (Applicable for door delivery consignments only.)						
7	01WW.50.2.1	01WW.50.2.1	Lumpsum service charges per GC Note (L.R. / G.R.)	nos	50.000	INR	310.00	15,500.00	
8	01WW.50.3	01WW.50.3	All inclusive charges for unloading from vehicles arrived at Project site from outside directly and stacking as required.General cargo including Container (Weight per Package). This includes both indigenous and imported cargo arriving at Project site.						
9	01WW.50.3.1	01WW.50.3.1	Upto 1 MT	MT	1400.000	INR	1,380.00	1,932,000.00	
10	01WW.50.3.10	01WW.50.3.10	Structural steel items	MT	20.000	INR	280.00	5,600.00	
11	01WW.50.3.11	01WW.50.3.11	Container destuffing at site	MT	150.000	INR	1,380.00	207,000.00	

Schedule of Rates

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1	Name of Work		MATERIAL HANDLING WORKS-2						
2	Bidding Document No.		JP/B862-000-TM-T-7105/1033						
S.No.	Item Sl. No.	Item Code	Item Description	UOM	Qty.	Curr.	Unit Rate	Total Amount	
Part No. : 0									
SOR No. : B862-000-18-43-TM-SOR-7105-0-0M			Division/Department : SUPPLY CHAIN MANAGEMENT / SCM - SHIPPING						
SOR Title: Material Handling Services II									
12	01WW.50.3.14V3	01WW.50.3.14V3	Above 100 MT Upto 200 MT	MT	800.000	INR	2,470.00	1,976,000.00	
13	01WW.50.3.2	01WW.50.3.2	Above 1 MT upto 5 MT	MT	900.000	INR	1,380.00	1,242,000.00	
14	01WW.50.3.3	01WW.50.3.3	Above 5 MT upto 10 MT	MT	600.000	INR	1,380.00	828,000.00	
15	01WW.50.3.4	01WW.50.3.4	Above 10 MT upto 15 MT	MT	100.000	INR	1,380.00	138,000.00	
16	01WW.50.3.5	01WW.50.3.5	Above 15 MT upto 32 MT	MT	400.000	INR	2,050.00	820,000.00	
17	01WW.50.3.6	01WW.50.3.6	Above 32 MT upto 60 MT	MT	125.000	INR	2,050.00	256,250.00	
18	01WW.50.3.7	01WW.50.3.7	Above 60 MT upto 100 MT	MT	500.000	INR	2,050.00	1,025,000.00	
19	01WW.50.3.8	01WW.50.3.8	Pipes of various diameters and random lengths	MT	7000.000	INR	550.00	3,850,000.00	
20	01WW.50.3.9	01WW.50.3.9	Steel plates of various sizes and thicknesses and random lengths	MT	20.000	INR	280.00	5,600.00	
21	01WW.50.4	01WW.50.4	All inclusive charges for segregation of Structural Steel /Steel Plates / Pipes,Valves, size-wise at Project warehouse including, crantage, labour, breaking of stacks, shifting, restacking, marking with paint etc.						
22	01WW.50.4.1	01WW.50.4.1	Steel Pipes	MT	1500.000	INR	250.00	375,000.00	
23	01WW.50.4.5	01WW.50.4.5	Unloading /Destuffing of bagged /drum items (including chemicals and catalysts) with forklift /suitable loading equipment with proper PPEs	MT	200.000	INR	1,400.00	280,000.00	
24	01WW.50.5	01WW.50.5	Miscellaneous activities for Prevention and Preservation						
25	01WW.50.5.1	01WW.50.5.1	Supply of Inert Gas Cylinder(Nitrogen):standard commercial nitorgen cylnders with Nitrogen at around 150Kg/cm2 (approx 2200 psig) pressure.	nos	50.000	INR	15,740.00	787,000.00	
26	01WW.50.5.2	01WW.50.5.2	Inert Gas Cylinder (Nitrogen) recharging with Technician	nos	100.000	INR	1,380.00	138,000.00	
27	01WW.50.5.3	01WW.50.5.3	Positive material identification (PMI) machine with operator (minimum one day per week)	Mandays	75.000	INR	13,670.00	1,025,250.00	
28	01WW.50.5.4	01WW.50.5.4	Cleaning and application of rust preventive on bulk piping materials 2"to 10"	nos	300.000	INR	150.00	45,000.00	
29	01WW.50.5.5	01WW.50.5.5	Cleaning and application of rust preventive on bulk piping materials 12"and above	nos	1000.000	INR	440.00	440,000.00	
30	01WW.50.5.6	01WW.50.5.6	Greasing of valves upto 10"	nos	6000.000	INR	150.00	900,000.00	
31	01WW.50.5.7	01WW.50.5.7	Greasing of valves 12" and above	nos	3000.000	INR	440.00	1,320,000.00	
32	01WW.50.6	01WW.50.6	All inclusive charges for shifting of consignments from one place to another within the project site including loading, transportation, unloading and stacking, labour, crantage etc.						

Schedule of Rates

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1	Name of Work		MATERIAL HANDLING WORKS-2						
2	Bidding Document No.		JP/B862-000-TM-T-7105/1033						
S.No.	Item Sl. No.	Item Code	Item Description	UOM	Qty.	Curr.	Unit Rate	Total Amount	
Part No. : 0									
SOR No. : B862-000-18-43-TM-SOR-7105-0-0M			Division/Department : SUPPLY CHAIN MANAGEMENT / SCM - SHIPPING						
SOR Title: Material Handling Services II									
33	01WW.50.6.1V2	01WW.50.6.1V2	By Truck Capacity 9 MT	MT	300.000	INR	350.00	105,000.00	
34	01WW.50.6.2V1	01WW.50.6.2V1	By Trailer Capacity 20 MT	MT	500.000	INR	410.00	205,000.00	
35	01WW.50.6.4	01WW.50.6.4	By pick up vehicle Capacity 3 MT	MT	200.000	INR	900.00	180,000.00	
36	01WW.50.7	01WW.50.7	All inclusive lumpsum charges for gas cutting of tack weldings on trucks/trailers with consignments to release the consignments from truck/trailer before unloading consignments. Rate includes cost of gas cutting equipments, consumables, operator, labour etc. (Charges payable only when the gas cutting equipment is maintained and gas cutting is carried out within the premises of warehouse storage yard.)						
37	01WW.50.7.1	01WW.50.7.1	Rate Per Truck	nos	50.000	INR	250.00	12,500.00	
38	01WW.50.7.2	01WW.50.7.2	Rate per Trailor	nos	50.000	INR	310.00	15,500.00	
39	01WW.50.8	01WW.50.8	All inclusive charges for miscellaneous warehouse activities like opening of wooden cases / crates / bundles, segregation, removal to and from racks, cleaning of surfaces, applying rust preventive, cleaning of warehouse area, supply and covering of equipments / packed items in open storage yard with polyethene sheets, tarpaulin, marking with paint, taking measurements etc. as detailed in the Item No. 3.0 of the Technical Section of Bid, including manpower, consumables, tools & tackles etc. (Rates shall be applicable as per person for eight hours of working and for the manhours beyond eight hours per day / Sunday / Holiday, prorata payment shall be made).						
40	01WW.50.8.1	01WW.50.8.1	Miscellaneous Warehouse Activities	Mandays	800.000	INR	800.00	640,000.00	
41	01WW.50.8.4	01WW.50.8.4	Grass cutting using Machine at open yards including operator, PPE, grass cutting machine, consumables & fuel (Working hour shall be from 0800Hrs to1800Hrs)	Mandays	50.000	INR	900.00	45,000.00	
42	01WW.50.8.5	01WW.50.8.5	Painting and Stenciling including supply of paint, thinner, brush and labour and as per instruction of Engineer-In-Charge Upto 2 Inch	nos	200.000	INR	80.00	16,000.00	
43	01WW.50.8.6	01WW.50.8.6	Painting and Stenciling including supply of paint, thinner, brush and labour and as per instruction of Engineer-In-Charge Above 2 Inch upto 4Inch	nos	200.000	INR	90.00	18,000.00	

Schedule of Rates

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1	Name of Work		MATERIAL HANDLING WORKS-2						
2	Bidding Document No.		JP/B862-000-TM-T-7105/1033						
S.No.	Item Sl. No.	Item Code	Item Description	UOM	Qty.	Curr.	Unit Rate	Total Amount	
Part No. : 0									
SOR No. : B862-000-18-43-TM-SOR-7105-0-0M			Division/Department : SUPPLY CHAIN MANAGEMENT / SCM - SHIPPING						
SOR Title: Material Handling Services II									
44	01WW.50.9	01WW.50.9	All-inclusive charges per month at site for supply of labour, equipments, tools & tackles required for day to day working and to be charged only when monthly billing of contractor's total charges for Item group Nos. 01WW.50.1, 01WW.50.2, 01WW.50.3, 01WW.50.4,01WW.50.5,01WW.50.6 and 01WW.50.7, fall short of total of item group No : 01WW.50.9 (To be read in conjunction with Technical Section of the Bid clause no 13 of "Preamble To Schedule Of Price") Lumpsum 'Per Month' charges for deployment of following Manpower / Equipments at project site (To be mobilized / demobilized on the discretion of Engineer-in-Charge) inline with the clause no 28 of technical section of bid.						
45	01WW.50.9.10V1	01WW.50.9.10V1	Truck with Operator and Consumables No of Truck 1 Capacity 9 MT	Month	40.000	INR	65,300.00	2,612,000.00	
46	01WW.50.9.11V1	01WW.50.9.11V1	Trailor with Operator and Consumables No of Trailor 1 Capacity 20 MT	Month	40.000	INR	136,690.00	5,467,600.00	
47	01WW.50.9.1V11	01WW.50.9.1V11	Unskilled workers 7 nos	Man month	280.000	INR	23,330.00	6,532,400.00	
48	01WW.50.9.2V5	01WW.50.9.2V5	Semiskilled workers 3 nos	Man month	120.000	INR	27,210.00	3,265,200.00	
49	01WW.50.9.3V4	01WW.50.9.3V4	Office Staff (computer literate with knowledge of SAP entry / system) 3 nos	Man month	120.000	INR	38,490.00	4,618,800.00	
50	01WW.50.9.4V2	01WW.50.9.4V2	Supervisor 1 nos	Man month	40.000	INR	38,490.00	1,539,600.00	
51	01WW.50.9.5V2	01WW.50.9.5V2	Skilled Worker 1 nos	Man month	40.000	INR	32,720.00	1,308,800.00	
52	01WW.50.9.6V24	01WW.50.9.6V24	Provision of crane as per clause no 8.0 of Technical Section of Bid Type of Crane Tyre mounted revolving , Number of Crane 1 nos , Capacity 12 MT	Month	40.000	INR	112,820.00	4,512,800.00	
53	01WW.50.9.7V2	01WW.50.9.7V2	LCV Truck with operator and consumables No of LCV 1 Capacity 3 MT	Month	40.000	INR	71,880.00	2,875,200.00	
54	01WW.50.9.8V8	01WW.50.9.8V8	Fork lift with operator and consumables , Type of Fork lift Fork lift , Number of Fork lift 1 nos , Capacity 3 MT	Month	40.000	INR	57,590.00	2,303,600.00	
SOR (B862-000-18-43-TM-SOR-7105-0-0M) Total :INR								54166200.00	
Part (0) Total :INR								54166200.00	
Grant Total :INR								54166200.00	
Grand Total (in words) :INR Five Four One Six Six Two Zero Zero									

**BIDDING DOCUMENT
FOR
MATERIAL HANDLING WORKS - 2**

(BIDDING DOCUMENT NO.: JP/B862-000-TM-T-7105/1033)

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

PART-III OF III : TECHNICAL PART

1.0 SCOPE OF WORK:

The contractor's scope of work shall be read in conjunction with the Contractor's responsibilities hereof and shall include:

- 1.1 Petronet LNG Limited (PLL) finalised following Project site locations at Dahej :
 - (i) Plot No A-24,25 & A-40,41- at Atali Housing Industrial Phase, Atali, Taluka Vagra, GIDC Industrial Estate, Dahej. Gujarat, India
 - (ii) PLL Petrochemical Complex, Dahej, Gujarat, India.
- 1.2 Handling, unloading, size wise segregation and stacking of all materials arriving directly by trucks / trailers at the storage yard location as per direction of the Engineer-in-Charge / Concerned authorities.
- 1.3 Contractor shall arrange a fully furnished Office (a Porta Cabin) for their staff along with provision of adequate sitting arrangements and infrastructure for minimum 3 (Three) Officials of PLL and EIL for smooth execution of Material Handling Services. This Office, with the provision of all the basic amenities including drinking water and air-conditioning, shall be established and kept functional upto 3 months beyond the Contractual completion date (CDD) by the Contractor at his own cost, without any liability to PLL and / or EIL. The land for this Office shall be provided by PLL to Contractor inside the lay down area along with single point connection for Water and Electricity for usage till the above-mentioned period. Contractor shall clear the site after completion of the work maximum within 3 months beyond the Contractual completion date (CDD) and in case of failure to do so, the payment of final Bill and release of CPBG shall be done only after full vacation of site by Contractor and PLL shall charge/levy rent for occupying land inside PLL premises at twice the rate to be decided by rental formula (as per applicable Government norms in force). Decision of Engineer-In-Charge in this regard to applicability of rental charge shall be final and binding on the Contractor and same will not be subject to any sort of Arbitration process.
- 1.4 Contractor to mobilize all resources required for job execution at the above-mentioned site locations to ensure smooth functioning of all Material Handling activities as per the instructions of the Engineer-in-charge / Concerned authorities.
- 1.5 **Contractor to visit above mentioned site locations to ascertain the actual site condition to quantify and assess the job requirement himself before quoting the rates. NO extra claim at a later date shall be entertained due to non-familiarization of site job requirement.**
- 1.6 **For Site visit, the Contact person is : -**

Mr Virender Bedi -RCM - EIL	Mob.- 7587568509	E-mail : Virender.bedi@eil.co.in
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- 1.7 All aspects of clearance and handling of all materials arriving at Transport companies' godowns located in and around PDH & PP Plant with ethane & propane storage and handling facility at PLL Dahej Petrochemical Complex, Dahej within a radius of 150 KMs (Dahej, Vadodara , Surat etc) or thereabouts from Project site of above locations, loading onto trucks / trailers as may be required, subsequent transportation to the project warehouse / site and unloading and stacking as required by the Engineer-in-Charge.
- 1.8 Co-ordination and taking delivery of materials / small consignments from local suppliers located in and around Dahej , within a radius of 150 KMs or thereabouts from Project site of above locations at PDH & PP Plant with ethane & propane storage and handling facility at

PLL Dahej Petrochemical Complex, transportation, unloading and stacking at project warehouse / site as required by the Engineer-in-Charge.

- 1.9 Handling of all documentation and formalities connected with the clearance of materials through the transport companies/local suppliers, and other concerned authorities including Indemnity Bonds.
- 1.10 Providing all transport vehicles / trucks / trailers, labour, cranes, lifting tools & tackles and any other material handling equipment, measuring instruments / equipment like thickness meter, measuring tape, vernier calipers, micro meter, portable alloy analyser etc., recharging of depleted inert gas wherever required, unpacking, re-packing and lashing materials, other items and facilities whatsoever required for carrying out the work.
- 1.11 Verification and checking of all the materials for any damages and / or loss at every stage, arrangements for weighment, open deliveries/assessments and obtaining of shortage/damage certificates, survey reports etc. and submission of progress/status report.
- 1.12 Shifting of materials from one place to another within Project Area and between above mentioned site locations.
- 1.13 Miscellaneous warehouse activities.
- 1.14 Issue of Materials to various agencies on day-to-day basis and Material reconciliations at regular intervals as directed by Engineer-in-charge & reconciliation of materials received & issued.
- 1.15 Proper supervision of the entire operations as stated above by experienced and qualified personnel.

2.0 CONTRACTOR'S RESPONSIBILITIES:

- 2.1 The contractor shall be responsible to collect daily, requisite documents from site office. The contractor from the time of receipt of information/documents from the Engineer-in-Charge shall keep close liaison with the transport companies to check up arrival of materials, verifying conditions of packages prior to taking delivery and report to the Engineer-in-Charge the day-to-day status of entire clearance, transportation and handling operations.
- 2.2 The contractor shall exercise due care in scrutinizing and processing the Goods Consignment Notes and other documents received and in clearance of consignments as expeditiously as possible without giving room for delays and demurrage. The contractor shall also bring to the notice of EIL any difficulties that he may come across with any authorities or elsewhere without delay. When documents such as Consignment Notes are not available, the contractor shall arrange clearance after lodging Indemnity Bonds on behalf of the owner. It is clearly understood that any demurrage that may accrue and be **determined by the Engineer-in-Charge as due to the lapse or negligence of the contractor** shall be recovered from the contractor. The decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.
- 2.3 The contractor shall take all possible precautionary measures towards safety of all cargo arrived at transporter's godowns and / or elsewhere, arrange surveys and obtain certificates, on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned, arrange repairs/repacking of cases as required and take such other actions as may be deemed necessary to safeguard the owner's/EIL's interests, in general.
- 2.4 The contractor shall utilize suitable transport and handling equipments including tools & tackles with valid certifications & insurances, engage sufficient skilled labour, supervisory staff, be fully responsible for the safe handling of equipments and other materials in the entire clearing, transport and handling of materials at the transport companies / local suppliers and

at project site and shall indemnify and absolve Owner / EIL of any consequences thereof by way of damage / loss of materials, accidents, damages to vehicles and handling equipments either owned or hired by him, public property as well as injuries or otherwise to the personnel under his command or to the public.

- 2.5 The contractor shall ensure that he utilizes crane/hoist/jacks for unloading of heavy materials and should not adopt means which may damage materials being unloaded.
- 2.6 The contractor shall arrange unloading of trucks/trailers within the free-time and after taking delivery of the materials at the station/transport companies/local suppliers, arrange for transportation without any loss of time and in any case not later than 24 hours of taking delivery. The contractor shall ensure that all trucks, trailers, transport vehicles, cranes etc., being utilized for the work are having duly valid permits from the transport and other authorities concerned and that transportation is carried out in accordance with all safety and all other regulations, as applicable, and also as per the requirements of Indian Law.
- 2.7 The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish Owner/EIL, within 15 days of the acceptance of the tender, a list of such service personnel and their designation assigned for this particular job.
- 2.8 The contractor shall ensure that all materials including heavy and over Dimensioned packages and the materials arriving by direct trucks/trailers from other places are properly unloaded and stacked at the project site by giving proper dunnage (sleepers etc.) as per the instructions of the Engineer-in-Charge.
- 2.9 While unloading, care shall be taken to follow additional markings on packages such as "HANDLE WITH CARE", "THIS SIDE UP", "FRAGILE", "CENTRE OF GRAVITY" and "SLING MARKS" etc. for safe handling.
- 2.10 The contractor should be conversant with all regulations of Contract Carriage and take timely action to protect the interests of Owner/EIL. The contractor shall be fully responsible for any delay and consequent demurrage / wharfage at transport company's godown due to delay in handling and clearing of materials after getting advice from EIL.
- 2.11 The contractor shall maintain a proper record for schedule of the entire work and send to Engineer-in-Charge weekly Progress Reports, which shall reflect the status of work done and pending work upto and one day prior to the day of the report. Such report shall also be sent in respect of materials reported not traceable, surveys and open/assessment deliveries, hold ups and reports thereof.
- 2.12 The contractor shall arrange weighment of the materials loaded onto the truck/trailer/transport vehicles whenever necessary as per the instructions of Engineer-in-Charge.
- 2.13 The contractor shall ensure that all the materials are handled at the site within the normal working hours. However, the contractor shall make due provisions for working on Sundays and Holidays and beyond working hours, if required, to avoid delays in clearance and consequent demurrage/wharfage charges or if any material is urgently required at the project site.
- 2.14 The contractor shall ensure that their Delivery Challans indicate clearly the number of packages/pieces/bundles including their corresponding weights and obtain acknowledgement for proper delivery of materials on their challan, duly stamped and signed from the Engineer-in-Charge.
- 2.15 The Contractor shall ensure proper issue of materials to different agencies on a day-to-day basis as directed by Engineer-in-charge. Also, they will undertake Material reconciliations at regular intervals as required by Engineer In-charge.

- 2.16 The contractor during execution of services, under the contract, shall adhere to procedures and routine established by the Engineer-in-Charge and instructions thereon.
- 2.17 Whenever any materials are required to be dispatched from project site to outside stations, contractor shall arrange the same as per instructions of Engineer-in-Charge. The Contractor shall be responsible to indent the required vehicles and submitting forwarding notes etc.
- 2.18 It shall be the responsibility of the contractor to collect all the documents from the transporter at the time of taking delivery of the goods including GST enabled documents. In case the transporter fails to deliver these documents, the contractor shall obtain a clear letter to this effect from the transporter and seek prior clearance of the Engineer-in-Charge for taking delivery of the goods without these documents.
- 2.19 Following measures shall be taken by the contractor while storing the materials:
 - a) Optimum use of available space within the storage facilities area(s).
 - b) Providing of Racks, Pallets, Sleepers etc. necessary for the appropriate storage of the materials, in advance of their receipt.
 - c) Ensure all materials stored in the open area are adequately protected by tarpaulins etc. to prevent damages due to inclement weather.
 - d) Maintain high degree of housekeeping and cleanliness within the storage facilities.
 - e) Ensure that all hazardous materials are stored and handled with utmost care and in accordance with laws and regulations applicable thereto.
 - f) Ensure that all “Fragile”, Handle with Care”, Electronic items, are stored necessarily in warehouse / roof cover. Such items shall be covered with polythene sheets at no extra cost to EIL /Owner.
- 2.20 The contractor shall carry out preservation of materials stored in warehouse periodically. The type of preservation to be carried out for materials shall be as per Manufacturer’s/Vendor’s recommendations and instructions of Warehouse-in-Charge. Records of periodic preservation actually carried out shall be maintained by the contractor.
- 2.21 Following aspects need to be considered on receipt of materials for proper preservation.
 - a) The availability of vendor’s storage instructions particularly for long storage packing integrity.
 - b) Any kind of protection applied to the goods and its periodic maintenance as required.
 - c) Material general condition.

3.0 MISCELLANEOUS WAREHOUSE ACTIVITIES

Following miscellaneous warehouse activities are required to be performed by the Material Handling Contractor under Group-01WW.50.8 of Schedule of Rates.

- 3.1 Opening of wooden cases, crates, bundles, bags, cartons etc. of all sizes and weights, removal of materials for inspection, segregation size-wise and specification-wise, counting, writing Code Nos. / Tag Nos. size etc. including supply of paint, brushes, shifting the materials to racks/bins inside the warehouse, open storage area, stacking, repairing and closing of packages, dumping of scrap wood/waste packing materials at designated place within the project premises including supply of tools such as crow bars, nail pullers, wire cutters, hammer, chisel, nails etc. as directed by Engineer-in-Charge or his authorised representative. Materials to be handled include pipes, pipe fittings, valves, gaskets, fasteners, electrical items, instruments, miscellaneous equipments, accessories, spares etc. packed in cases/crates, bundles, bags, cartons etc.

- 3.2 Repacking of Material after Inspection with suitable protection against weather /corrosion with suitable marking as per directions of the Engineer-in-Charge. This includes packing for the purpose of sending the material back to the supplier, if required.
- 3.3 Taking out materials from racks, bins, stacks from inside the warehouse, open yard, bringing out to the warehouse gate, counting, measurement (in case of pipes etc.) for issuing to the contractors, witnessing of loading, weighment, if required.
- 3.4 Segregation, clearing, counting, marking code No./size etc. with paint, stacking in racks/bins/storage yard including supply of paint, brushes etc.
- 3.5 Taking out materials from racks/bins/open yard, counting for the purpose of periodic stock verification including stacking back into bins/racks/storage area after verification including cleaning, marking, labelling as required, complete with supply of consumables, if any.
- 3.6 Cleaning material surface and applying preservative oil/grease on flanges, valves, Fittings, equipments, nozzles, valves, valve trays and other materials, covering valve ends with wooden covers, polythene sheets (available with packing cases) covering with tarpaulins wherever required within the project premises including supply of wire brushes, emery paper, rags etc. as directed by Engineer-in-Charge or his authorised representative. Preservative oil, grease and tarpaulins shall have to be arranged by contractor.
- 3.7 Cleaning the surface of pipes of various diameters, marking colour code with paint to be applied longitudinally throughout the length of the pipe of average length 8 Mtrs, restacking the pipes, if necessary (size 2" NB and below). Contractor's scope includes supply of wire brushes, paint brushes including paint etc.
- 3.8 Cleaning the warehouse area including open storage area of rubbish, garbage by shifting of items in warehouse, if required, for sweeping and dusting and putting the items back in the same position.
- 3.9 Cleaning including sweeping of cemented godown floor, cleaning of Weighbridge, cleaning of wall ventilators, doors etc. and collection of good and useful swept cement and refilling in old used bags and stacking etc. All labour, brooms, dusting cloth etc required for the operation shall be arranged by the contractor. However, empty cement bags shall be supplied by the owner.
- 3.10 Taking out materials from stacks in open yard, i.e., steel materials such as beams, joists, Channels, angles, flats, bars, rounds, rebars etc. spreading on ground, measurement, marking, witnessing weighment etc. for the purpose of checking and issue.
- 3.11 Any other warehouse related activities like maintenance of the card system for various items, typing, and computer data entry.

4.0 OWNER'S/EIL'S RESPONSIBILITIES:

- 4.1 EIL shall furnish the contractor with the original Goods Consignment Notes and other documents required for clearance of materials from transport companies. Similarly, EIL shall intimate contractor for providing sufficient labour and handling equipment(s) for unloading and stacking of materials arriving directly by trailer / truck at site.
- 4.2 EIL on receipt of intimation from the contractor shall furnish Clarification, documents/details as and when required.

5.0 RATES:

- 5.1 The rates quoted shall be firm throughout the duration of the contract and no escalation shall be allowed on any account.

- 5.2 It is agreed that the schedule of rates incorporated herein are based on the description of materials furnished by EIL/Owner. The rates are not subject to any escalation at any time during the period of the contract. Rate for the new item, if any, shall be provided by the Contractor with substantiating documents for review and acceptance by the Engineer-in-Charge. In case the rate for the new item can be derived from the existing items of the SOR, the same can be considered after evaluation.
- 5.3 Where the volume of the package(s) / pipe(s) occupies the full space of the vehicle and the dead weight of goods is less than the carrying capacity of the vehicle, the volume weight shall be arrived at on the basis of 1 (one) CBM = 360 Kgs. (Three Hundred Sixty Kilogram). However, the weight so arrived shall be limited to the maximum registered carrying capacity of the respective vehicle, for the purpose of payment of transportation charges. In context of the optimum utilization of the vehicle(s) from the volume or weight point of view, the decision of the Engineer-in-Charge shall be final & binding on the contractor. Such voluminous goods shall normally be carried in trucks of 9 MT capacities for transportation of packages having length upto 5.5 Meter and for the packages exceeding 5.5 Meter in length, in trailer of 20 MT capacity. Whenever such vehicles are proposed to be utilized specific approval shall be obtained by contractor in writing from Engineer-in-Charge.
- 5.4 In case of pipes, volume weight shall be calculated as Dia x Dia x Length subject to one CBM=360 Kgs. Volume weight shall be limited to a maximum of 9 MT for length upto 5.5 Meter and 20 MT for lengths longer than 5.5 Meter and per trip. Total length of the pipes shall be calculated according to supplier's invoice.
- 5.5 The above weight calculation in terms of volume shall be applicable only for transportation element. If the rate is combined for loading, unloading and transportation operations, one third of the total rate only shall be taken into consideration for transportation element.
- 5.6 Volume conversion shall not be applicable for any Loading / unloading, segregation operations etc.
- 5.7 Charges for the purpose of entire clearing / loading / unloading / transport operations carried out by contractor shall be paid on the basis of weight indicated in Goods Receipts or weightment slips or as certified by Engineer-in-Charge.
- 5.8 For handling of over-dimensioned packages also, the rates as per the weight slab of schedule shall be applicable irrespective of the dimensions of the package.
- 5.9 **Where individual weights are not available or ascertainable then payment will be regulated by arriving at the average weight of the consignment, i.e., by dividing the total weight as per LR/ GR with the no. of Pkgs. Payment will be made for total weight under the schedule under which average weight falls. This will be applicable for Schedules 01WW.50.3.1 to 01WW.50.3.7, 01WW.50.3.8 (Pipes), 01WW.50.3.9 (Steel Plates) & 01WW.50.3.10 (Structural Steel).**
- 6.0 OUT OF POCKET EXPENSES:**
- Out of pocket expenses such as Road Transport Freight (in case consignment is booked on 'To pay' basis, demurrage (payable to carrier) if any, cost of stamps and bonds shall be reimbursed to the contractor at actual on submitting cash vouchers.
- 7.0 ADVANCE:**
- 7.1 Contractor shall arrange payment of road freight or weightment charges upto Rs.50000/- in each case and claim reimbursement at actual by providing cash vouchers.
- 7.2 For the Charges exceeding Rs.50,000/-, payment in the name of transporter / concerned authority shall be released by Owner / EIL, directly.

8.0 CRANES, HANDLING EQUIPMENTS AND LIFTING TOOLS & TACKLES:

- 8.1 It shall be entirely the responsibility of the Contractor to provide all types of cranes/handling equipments, lifting tools & tackles and transport vehicles along with crew & consumables etc. as required for the execution of the job. Owner/EIL has no obligation to provide the cranes, handling equipment, crew and consumables etc. to the contractor. However, if certain cranes, handling equipments are available with the owner and if they can be spared at any given point of time, the same may be made available to the contractor on hire basis as per terms, conditions and rates for such hire out fixed by the owner from time to time.
- 8.2 Before deployment and once in every year all tools and tackles, equipments, slings etc. shall be inspected by an approved third party agency and certificate for soundness and usability shall be obtained at his own cost.
- 8.3 The **12 MT Capacity Tyre Mounted Revolving Crane** deployed at site, shall be in good and sound working condition at full rated capacity and shall not be more than five years old at the time of deployment. In case of breakdown of the cranes, same shall be repaired / alternative arrangements made within 3 to 4 hours (half working day) failing which the Engineer-in-Charge may engage a crane from other agencies and carryout the work. The extra expenditure so incurred, shall be debited to the contractor's account.
- 8.4 In case the contractor is required to arrange for higher capacity Cranes, i.e., as mentioned above at clause 8.3 from outside, for a particular job, he shall be given advance notice of at least 7 days by the Site-in-Charge and the Contractor will be at liberty to withdraw the Crane immediately after the particular job is over. However, this higher capacity Crane shall have the necessary certificate from an approved / certification agency, for soundness and usability.

9.0 CONTRACTOR'S SPECIAL RESPONSIBILITIES:

- 9.1 The contractor shall open his office at Project site and maintain daily contact with EIL office and arrange collection of documents, freight amounts etc.
- 9.2 During the tenure of the Contract, the following equipments / manpower shall be deployed by the Contractor during peak period of the contract and same shall be augmented as per the requirement of work, as instructed by the Engineer-in-Charge. The charges for the below equipments / manpower, on per month basis or on the basis of work executed shall be payable as per the provisions of the of the Schedule of Rates (SOR). However, contractor shall be fully responsible for smooth execution of work without any delay.
 - i) One Nos. No. 12 MT capacity Tyre Mounted Revolving Crane having load indicator with operator having valid professional licence with minimum 5 years of experience of work in operational area and consumables including fuel.
 - ii) One No. 20 MT capacity Trailer with operator and consumables including fuel.
 - iii) One No. 9 MT capacity Truck with operator and consumables including fuel.
 - iv) One No. 3 MT capacity LCV with operator and consumables including fuel.
 - v) One No. 03 MT capacity Fork Lift with operator and consumables including fuel.
 - vi) One No. Portable alloy analyser with operator (on per day basis as per SOR).
 - vii) One No. Supervisor.
 - viii) Three Nos. Office staff (Computer Literate with knowledge of SAP entry/system).
 - ix) One No. Skilled Workers (Carpenter / Pipe Fitter/ Electrician shall be considered as skilled workers)
 - x) Three Nos. Semi-skilled workers

xi) Seven Nos. Unskilled workers

Sl. Nos. vi) to x) shall be accepted by Engineer-in-Charge only after verification of their experience.

In addition to the above, the contractor shall provide the items as detailed in Annexure- A. The cost of the items / consumables in Annexure-A shall be inclusive in the rates quoted in the SOR. Personal Protective Equipments (PPE) like safety helmets, hand gloves, safety shoes, goggles etc. shall be provided to all workmen deployed for material handling work or workmen deployed in EIL stores for miscellaneous jobs. If it is found that safety appliances have not been supplied, Engineer-in-Charge may arrange procurement of same and debit the cost to contractor's account.

9.3 The above specified Equipments and Tools/Tackles shall be maintained at site by the contractor till completion of the contract requirement.

9.4 Slings / Chains, D-shackles, hooks etc., shall have to be arranged by the contractor.

9.5 As & when required, the suitable higher capacity crane / Forklift / Truck etc. shall be deployed by the contractor for smooth execution of the job. No separate charges are payable for these equipments. All the deployed equipments shall be certified by competent authority for fitness.

10.0 LOADING/UNLOADING OPERATIONS:

10.1 Contractor shall be fully responsible for the loading/unloading operations at Road Transport Companies and Project Warehouses as per the instructions issued by Engineer-in-Charge.

10.2 When the consignments arrive directly at project sites by road, in some cases, Engineer-in-Charge may arrange unloading through other contractor directly. In such cases, Material Handling contractor shall not have any claim since they are not involved.

11.0 TRANSPORTATION:

11.1 Contractor shall be fully responsible for deploying required number of vehicles for transportation from any one place to another, as per the job.

11.2 Minimum freight charges for transportation of bulky and voluminous cargo including pipes shall be paid at 20 MT per trailer trip and 9 MT per truck trip if the space is fully occupied and weight is less than the above limits.

11.3 Voluminous pipes shall be loaded in a pyramid shape to achieve minimum up to 2.5 Mtrs. height. If it is not possible to achieve minimum height after loading one piece on top due to volume of pipes, contractor should take certificate to that effect from EIL either at loading point or at the unloading point.

11.4 For transportation of consignments, following shall be the limitations of the vehicles.

i) By Truck: within dimensions length upto 5.5 Mtrs. and width upto 2 Mtrs.

ii) By Trailers: within dimensions length 'above 5.5 Mtrs. and upto 12 Mtrs'. and width upto 3 Mtrs.

12.0 SERVICE CHARGES:

12.1 Contractor shall be paid for his services according to the Schedule of Rates (SOR) agreed to and on the basis of the category of operations involved.

12.2 Services are divided as follows. Detailed services as mentioned in the schedule shall be applicable.

- A. Co-ordination with Roadways / Railways, clearance of consignments including loading onto the vehicles at Transport Company's godown/ Railway Sidings etc., transportation to project warehouse / site, unloading and stacking.
- B. Transportation from any one place to another place within the project area.
- C. Unloading and stacking at warehouse(s).
- D. Miscellaneous Warehouse Activities.

13.0 SEGREGATION OF STEEL PLATES/PIPES:

- 13.1 At the time of unloading of steel Plate(s) / Pipe(s) / Structural(s) from vehicles at project site, contractor shall off-load and stack the same size-wise according to the instructions from Site in-Charge. Total operation shall be covered within the unloading service.
- 13.2 If any plates are required to be segregated for the purpose of removing any particular plate from the stacks at a later date, extra charges shall be paid to contractor as per schedule of price.
- 13.3 Complete payment for unloading shall be released, only after segregation (if required) and stacking of unloaded materials. Stacking shall be carried out and completed within three days of receipt. Whenever required, contractor shall deploy extra crane/manpower to complete the work in time. Payment for unloading service shall be released only on completion of stacking.

14.0 VOLUME OF WORK:

- 14.1 The indication of Activities / Quantities to be handled by contractor are tentative and without any obligation on the part of EIL / Owner and it cannot be considered as a subject matter of any claim or litigation at any time, even if quantities actually offered for handling during the period of the contract are substantially lower or higher with respect to the estimated quantity indicated in the tender document.
- 14.2 The quantity variation and payments thereof shall be regulated by the relevant clause of the General Conditions of the Contract of Bidding Document.

15.0 RECOVERIES & PENALTIES:

- a) Contractor shall be responsible for handing over all the materials as per despatch documents. For any shortage/damages for which no proper shortage/damage certificate obtained from the carriers, cost of shortage/damage/loss shall be recovered from the contractor as follows:
 - i) For all steel materials and general cargo = actual cost of materials + 20% OR replacement cost, whichever is more.
- b) Contractor shall be responsible for carrying out all the activities as per Contract within the stipulated period as directed by the Engineer-in-charge, including supply of manpower, equipments, tools & tackles, etc., placement of Handling equipments, PMI instruments, materials required for dunnage items under Annexure-A, etc. In case Contractor fails to do so, EIL/Owner will be liberty to arrange for the same & recover the expenses incurred thereon from the Contractor along with penal charges @20% of the expenditure incurred.

16.0 DEMURRAGE/WHARFAGE:

All demurrage / wharfage charges shall be recovered from Contractor unless otherwise it is proved to the satisfaction of Engineer-in-Charge that contractor is not responsible for the same.

17.0 GENERAL:

- 17.1 Steel plates and pipes are likely to arrive at project site, in many truck / trailer-loads at a time. Contractor shall be responsible to unload the same without any detention of vehicles at project site. Detention charges if any shall be debited to the contractor.
- 17.2 Contractor shall be responsible for off-loading of all materials arrived in trucks/trailers without any delay at site. Detention charges if any shall be debited to the contractor.
- 17.3 Contractor shall provide required tarpaulins and cover the Consignments after moving it to designated location. This is considered as a part of handling services. No additional charges shall be paid.
- 17.4 Whenever any consignments are required to be opened for obtaining open delivery from carriers at transporter's godown or at site, contractor shall engage labour and obtain delivery at his cost in the presence of Owner / EIL's representative.
- 17.5 Contractor's responsibility ceases when the consignments are delivered in full and in sound condition and a clean acknowledgement is obtained on delivery challan from Engineer-in-Charge.
- 17.6 Contractor shall prepare delivery challan in triplicate. Original shall be retained by Engineer-in-Charge, duplicate shall be enclosed with the bill for payment and triplicate shall be retained by contractor.
- 17.7 Contractor shall be paid only for the actual tonnage handled, as per the rates agreed.
- 17.8 All types of dunnage (sleepers etc) required for stacking of consignments shall be arranged by the contractor.
- 17.9 If any repacking is required to be done for the damaged packages by the contractor, rates for the same shall be negotiated by the Engineer-in-Charge and settled mutually.
- 17.10 In case of any doubt regarding classification of steel sections or materials defined in the Schedule of Rates (SOR), the decision of Engineer-in-Charge is final and shall be binding on the contractor.

18.0 BILLING & PAYMENT:

After delivery of consignments in full at site, the contractor shall submit his bills in triplicate as per schedule of rates to Engineer-in-Charge once in a month. The bills shall be submitted along with triplicate copy of delivery challan and other cash vouchers, if any, to Engineer-in-Charge. Payment shall be made by Owner/EIL within 30 days of receipt of bills, provided they are in order.

19.0 ENTRY PASSES INTO SITE PREMISES:

Gate passes for Labourers/Workers and incoming vehicles carrying project materials shall be coordinated by the Material Handling Contractor through his Site Supervisor.

20.0 INSURANCE:

The Contractor shall at his own expense maintain insurance for his vehicles, equipments, employees etc. and indemnify EIL/Owner from any liability.

21.0 ENGINEER-IN-CHARGE:

The Resident Construction Manager, Engineers India Limited at PDH & PP Plant with ethane & propane storage and handling facility at PLL Dahej Petrochemical Complex, Gujarat

shall be the Engineer-in-Charge for this Job.

22.0 OWNER OF THE PROJECT:

M/s Petronet LNG, Dahej are the owner of the Project.

23.0 DURATION OF CONTRACT:

The Contract shall remain valid for a period of **40 (Forty) Months** from the date of issue of Letter of Acceptance.

24.0 AREA OF OPERATION:

- a. The contractor shall be responsible for clearance of small consignments which are required to be taken delivery from Road Transport companies godowns located in and around Dahej within a radius of 150 KMs or so from Project site, transportation to project warehouse / site, unloading, stacking and delivery.
- b. Unloading, size wise segregation and stacking of all materials directly arriving at Project warehouse / site by trucks and trailers.
- c. The contractor shall arrange shifting of consignments from one place to another within the project sites, as required by the Engineer-in-Charge.

25.0 LOCATION DETAILS:

Project Site Locations at Dahej :

- a) Plot No A-24,25 & A-40,41- at Atali Housing Industrial Phase, Atali, Taluka Vagra, GIDC Industrial Estate, Dahej. Gujarat, India
- b) PLL Petrochemical Complex, Dahej, Gujarat, India.

- i) **Project Location-** Petronet LNG Petrochemical Project,
Dahej Petrochemical Complex,
Plot No: 7/A, GIDC,
Industrial Estate Dahej, Taluka- Vagra,
Bharuch, Dahej, Gujarat - 392130

- ii) **Project Warehouse** - as mentioned above.

26.0 COLOUR CODING:

The colour coding of piping material shall be as per the **STANDARDSPACIFICATION** Number 6-82-0003 of EIL (Copy Attached).

27.0 EVALUATION OF PRICE BID:

Refer Commercial Section of Bid document for details

28.0 DEPLOYMENT OF RESOURCES (GROUP 01WW.50.9):

- 28.1 Monthly rates shall be for a calendar month. Any part of the month shall be on pro-rata basis. Proportionate amount shall be deducted for non-provision of equipments / manpower or breakdown of machinery, in the particular month.
- 28.2 No mobilization / demobilization charges are payable for any of the equipment / manpower. However, written notice of clear seven days shall be given by Engineer-in-Charge for mobilization and demobilization of any equipment / manpower in the Schedule of Rates, Group-01WW.50.9. Charges are not applicable for additional equipments / manpower if any

that may be required to be mobilized by the contractor additionally to cope up with the increase in workload.

28.3 The equipments and Manpower indicated in this group shall be used only for execution of Material Handling Job covered in the Schedule of Rates.

28.4 It is open to the Engineer-in-Charge to call for / dispense with any of the items in Schedule of Rates Group- 01WW.50.9 during any particular month depending on requirements.

29.0 Payment Methodology shall be as per SI No.13 of “Preamble to Schedule of Rates”.

Annexure-A

The Contractor shall be equipped with the following necessary tools and tackles at each Project site during the tenure of the contract for smooth execution of the contract and may take back the left out / balance items / materials (**except mentioned at C. DUNNAGE FOR MATERIALS**), after completion of the Contract.

A	MATERIAL HANDLING EQUIPMENTS	
1.	Dial type weighing scale 1000 Kg	01 No.
2.	Thickness measuring Instrument (Ultrasonic)	01 No.
3.	Turn table type platform trolley of the following sizes (4 wheels): a. Wheel barrows (two wheels) b. Heavy duty pallet trolley hydraulic 3 T capacity c. 5'X3' – 2T Capacity d. 8'X4' – 5T Capacity e. Ladder Trolley 5Meter (Movable)	04 Nos. 02 Nos. 02 Nos. 01 No. 02 Nos.
B	MEASURING INSTRUMENTS	
a.	Vernier calipers (Japanese make) 12"	01 No.
b.	Vernier calipers (Japanese make) 6"	01 No.
c.	Micrometer (Screw Gauge)	01 No.
d.	Steel Scale 18"	02 Nos..
e.	Steel Scale 12"	02 Nos.
f.	Measuring steel tape - 15 Mtr.(Freemans)	03 Nos.
g.	Measuring steel tape – 10 Mtr.(Freemans)	04 Nos.
h.	Measuring steel tape – 3 Mtr	05 Nos.
i.	Measuring steel tape – 1 Mtr.	10 Nos.
j.	Box opening tool (crow bar)	04 Nos.
k.	Nail puller	04 Nos.
l.	DE/Ring spanner (sizes from 10 to 32)	02 Sets.
m.	Spirit level	02 Nos.
n.	Thread Gauge NPT/BSPT	02 Nos.
o.	Hammer – 10 pound	02 Nos.
p.	Hammer – 5 pound	04 Nos.
q.	Adjustable wrench - 10"	02 Nos.
r.	Screw Driver	02 Nos.
s.	Screw Driver Star	02 Nos.
t.	Magnifying glass for checking the heat nos. of materials	04 Nos.
u.	Sealing Machine with strips & clamps	01 No.
C.	DUNNAGE FOR MATERIALS	
a.	Supply of wooden sleepers of size 10'-0" x 8" x 5" each with two wooden stoppers	2000 Nos.
	Supply of Cement Concrete Sleepers	100 Nos.
b.	Plastic tarpaulins 250 GSM of following sizes: 15' x 12'	50 Nos.

	21' x 18'	50 Nos.
	24' x 21'	50 Nos.
	Water Proof Canvas Tarpaulins of Size 10 mtrs x 10 mtrs	50 Nos.
c.	Pipe rack for storing small bore pipe (3 mtr x 1.5 mtr x 6 mtr)	5 Nos.
D.	PRESERVATION & COLOUR CODING OF PIPES	
a.	Supply of paints of various colour shades to IS-5 (1994)	500 Ltrs.
b.	Plastic film sheet 150 GSM	05 Rolls
c.	Anti-corrosive reagents	500 Ltrs.
d.	Rechargeable Torches	04 Nos.
E.	FULLY FURNISHED AIR CONDITIONED OFFICE (PORTA CABIN)	01 No.

PREAMBLE TO SCHEDULE OF RATES

1. The Schedule of Rates should be read with all other sections of the Tender.
2. No deviation or alteration in schedule of rates is allowed.
3. The quantities shown against the various items are only indicative and any increase or decrease in the quantity shall not form a basis for alteration of the rates. The rates quoted are not subject to any escalation at any time during the period of contract due to any reason.
4. In case any doubts arise regarding classification of steel sections/materials defined in the schedule of price, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
5. Whenever, the Project site is mentioned in the schedule, it shall mean to imply any storage yards, warehouse or any other place, within a radius of 25 (Twenty Five) Kilometres, even if it is located outside the project compound.
6. The tonnage for the purpose of the entire clearing, loading and unloading and transport operations shall be as shown on the Railway Receipts/Goods Receipt Notes/weightment slips or as certified by the Engineer-in-Charge.
7. Out of pocket expenses such as Railway/road freight, demurrage if any, cost of stamps and bonds, weightment charges are chargeable in addition to the other schedule of price as and when applicable. All expenses under this head shall be at actuals supported by cash vouchers.
8. Contractor is expected to off-load initially all the materials at site directly from the vehicles and arrange stacking as required by Engineer-in-Charge. If any steel plates/pipes after initial stacking are required to be segregated and stacked size-wise, charges shall be paid separately as per schedule.
9. Contractor shall pay freight upto Rs.50,000/- per consignment and claim reimbursement at actuals. For the Charges exceeding Rs. 50,000/-, payment in the name of the concerned transporter shall be released by Owner / EIL, directly.
10. If freight exceeds in each case Rs.50,000/-, the amount shall be requisitioned by the Contractor and shall be advanced in the name of Contractor, on certification by Engineer-in-Charge. The amount so requisitioned shall be supported by proforma invoice/demand notice from the concerned transporter/agency. The money receipt from the concerned transporter/agency shall be submitted by the contractor to Engineer-in-Charge within seven days or along with their bills. All these payments shall be released through E-payment & subject to TDS as per Income Tax Act Guidelines
11. If any repacking is required to be done for the damaged packages, rates for same shall be mutually agreed to, in advance.

12. All wagons and road consignments shall be directly transported to Project site after clearance from Road transport companies.
13. **Minimum charges as per Schedule of Rates Group-01WW.50.9 shall become payable, only if the billing for total of Item Group-01WW.50.1, 01WW.50.2, 01WW.50.3, 01WW.50.4, 01WW.50.5, 01WW.50.6 & 01WW.50.7 per month is less than the total of Item Group-01WW.50.9.**

The payment under Item Group-01WW.50.8 per month shall be separate, provided the contractor does not use the resources of Item Group- 01WW.50.9 for performing activities under Item Group-01WW.50.8. It is open to the Engineer-in-Charge to call for / dispense with any of the items in Schedule of Rates Item Group-01WW.50.9, during any particular month, depending on requirements.

पाइपिंग सामग्री के रंग कूट हेतु मानक विनिर्देशन

STANDARD SPECIFICATION FOR COLOUR CODING OF PIPING MATERIAL

3	10/07/2019	Revised and Updated	SKG	AP	AKK	RKT
2	25/06/2014	Revised and updated	SM	DJ	RKD	SC
1	10/07/2009	Revised and updated	SM	SM	RKD	ND
0	30/05/2003	Issued as Standard Specification	RKN	MPJ	RSG	SKG
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
Approved by						

Abbreviations:

API	:	American Petroleum Institute
ASTM	:	American Society for Testing & Materials
BIS	:	Bureau of Indian Standards
EIL	:	Engineers India Limited
IBR	:	Indian Boiler Regulatory
IS	:	Indian Standard

Construction Standards Committee

Convenor: Sh. A K Kundu, ED (Construction)

Members : Sh. Amitava Paul, GGM (Construction)
Sh. Janak Kishore, GGM (Projects)
Sh. Rajeev Jain, GM (SCM)
Sh. Udayan Chakravarty, GM (Piping)
Sh. Ravindra Kumar, GM (Construction)
Sh. S K Goel AGM (Construction)

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1.0 SCOPE

This standard covers the method of identification of the piping materials by coloring using paints in order to avoid mix-up between materials of different metallurgy but similar in physical appearance.

2.0 REFERENCES

The following Code shall be referred to as and when required for resolution of colour shades.

IS: 5-2007: Colours for ready Mixed Paints and Enamels

RAL K5 Classic Edition

3.0 GENERAL GUIDELINES FOR IDENTIFICATION BY COLOUR CODING

- i. Materials shall be painted with one colour or combination of colours as set out in this specification.
- ii. Paints used for colour coding shall be of quality so as to last for at least 5 years.
- iii. Studs/Bolts and Nuts shall be painted.
- iv. Colour Identification is not required on Austenitic Steel.
- v. Colour identification is not required on galvanized-materials and non-ferrous metals such as copper, lead, aluminum because they are easily distinguished by their specific color and character.
- vi. Special items like bellows, strainer, steam traps, valves do not require colour identification as these items are tagged with their identification.
- vii. Discrimination colour shall be marked on the inner and outer surface of pipes & fittings

4.0 IDENTIFICATION COLOURS

- i. Paint colours to be used for identification shall be in accordance with Table-1.
- ii. Application of various colours for identification shall be as per clause 5.0 of this standard.

5.0 METHOD OF COLOUR CODING

- i. Colours and locations of colour identification on pipes, fittings, flanges, gaskets, studs/bolts, nuts shall be in accordance with Table-2 to 4 and Annexure-1.
- ii. The identification colour on gaskets shall be painted on the peripheral face of each gasket (refer Annexure-1).
- iii. Ends of the materials to be welded shall not be painted.
- iv. Width of colour band shall be a minimum of 12 mm for less than 3 inch size components and 25mm for 3 inch and larger sizes, unless otherwise specified

The length of inner surface painting

- Shall be not less than 4 inch (100 mm) at both ends of pipes and shall start 2 inch (50mm) from pipe ends.
 - Shall be about 2 inch (50 mm) at any one end of fittings.
- v. Wherever combination of two or more colours is specified, materials shall be painted in parallel colour bands as close to each other as possible (Refer Annexure-1).
- vi. Paints containing chlorine, chlorides, sulphur, lead, zinc or any contents detrimental to materials are not acceptable. The contractor shall satisfy and produce documents/carry out tests as required by the owner/EIL.
- vii. A query shall be raised with EIL for materials not covered by this specification.

6.0 TABLE: THE FOLLOWING TABLES SHALL FORM AN INTEGRAL PART OF THIS SPECIFICATION

<i>Table No.</i>	<i>Title</i>
1.	Basic colour of identification
2.	Colour identification on pipes, fitting and flanges
3.	Colour identification on Bolts/Nuts/studs
4.	Colour identification on Gaskets
<i>Annexure-1</i>	Schematic representation of colour identification

TABLE – 1

BASIC COLOURS FOR IDENTIFICATION
(REF. IS: 5 (2007) APPROXIMATE MUNSELL VALUE REFERENCE)

Name of Colour shade	Sl.No.	Indian standard colour (ISC) No.	'Munsell' Value		Equivalent RAL Codes (*)	
			Hue	Value/Chroma	NAME	RAL Code
Dove gray	100	694	2.3 G	5.53/0.48	Mouse Grey	RAL7005
Salmon Pink	68	443	2.5 YR	6.31/4.7	Beige Red	RAL3012
India Brown	65	415	2.7 YR	3.76/3.02	Mahogany brown	RAL 8016
Canary yellow	39	309	4.8 Y	7.89/11.02	Zinc Yellow	RAL1018
Deep orange	87	591	8.9 R	5.04/10.38	Red Orange	RAL2001
Lincoln Green	27	276	0.3 G	3.53/2.81	Fir Green	RAL6009
Sea Green	14	217	6.2 GY	6.12/6.15	Yellow Green	RAL6018
Sky Blue	1	101	8.3G	6.09/2.86	Water Blue	RAL5021
Navy Blue	6	106	6.2 PB	2.61/0.95	Cobalt Blue	RAL5013
Light Purple Brown	73	449	3.2 R	3.07/2.14	Pale brown	RAL8025
Dark Violet	104	796	6.1 P	3.5/4.27	Traffic purple	RAL4006
Chocolate	74	451	3.5 YR	2.82/0.67	Chocolate Brown	RAL8017
Maroon	83	541	1.3 R	2.9/1.36	Wine Red	RAL3005
Post Office Red	81	538	4.2 R	3.55/8.39	Carmine Red	RAL3002

NOTE: * The Colours are based on RAL K5 Classic Edition by RAL, Deutsches institut, incorporated for international jobs.

TABLE - 2

COLOUR CODES FOR PIPES, FITTINGS & FORGINGS

Sl. No.	Pipe	Elbows, Reducers, Tee's Caps	Flange/Blind Flange	Sl. No. (As per Table-1)	Colour No. (As per Table-1)	Colour
1		A-234 Gr WPB/WPBW-IBR		---	---	---
2		A-234 Gr WPB/WPBW-NON IBR	A-105	---	---	None
3		A-234 Gr WPBW-NON IBR & NORMALISED	A-182			None
4	API 5L Gr B - Seamless	---	---	---	---	None
5	API 5L Gr B - EFSW	---	---	---	---	None
6	API 5L Gr B - ERW	---	---	6/65	106/415	Navy Blue & India Brown
7	A 106 Gr B	---	---	87	591	Deep Orange
8	A 106 Gr B (Normalized)	A-234 Gr WPB(N)	---	87/14	591/217	Deep Orange & Sea Green
		A-234 WPBW (N)		87/14	591/217	Deep Orange & Sea Green
9	IS 1239/IS 3589 Gr 410			100	694	Dove Grey
10	IS 3589 Gr 330			100/6	694/106	Dove Grey & Navy Blue
11	A 333 Gr 6 (LTCS)	A-420 WPL 6		83	541	Maroon
		A-420 WPL 6W		83	541	Maroon
12	A 335 Gr P1	A-234 WP1	A 182 F1	65	443	Salmon Pink
		A-234 WP1W		65	443	Salmon Pink
13	Stainless steel					No Paint

NOTE i) For Hydrogen service, white colour band shall be applied in addition to above

ii) For IBR material, Post Office red shall be applied in addition to above.

iii) Equivalent RAL Codes shall be used for international jobs for above colour codes as per Table -1

iv) For NACE Service, Canary Yellow shall be applied in addition to above.

v) For CRYO Service, Light Purple brown shall be applied in addition to above.

TABLE - 2

COLOUR CODES FOR PIPES, FITTINGS & FORGINGS (.... Contd.)

Sl. No.	Pipe	Elbows, Reducers, Tee's Caps	Flange/Blind Flange	Sl. No.	Colour No.	Colour
14	A 335 Gr P11	A-234 WP11	A 182 F11	27	276	Lincoln Green
	A 691 Gr 1.25 Cr CL 42 (EFW)	A-234 WP11W		27	276	Lincoln Green
15	A 335 Gr P12	A-234 WP12	A 182 F12	1	101	Sky Blue
		A-234 WP12W	---	1	101	Sky Blue
16	A 335 Gr P22	A-234 WP22	A 182 F22	14	217	Sea Green
	A 691 Gr 2.25 Cr CL 42 (EFW)	A 234 WP22W	---	14	217	Sea Green
17	A 335 Gr P5	A-234 WP5	A 182 F5	6	106	Navy Blue
		A-234 WP5W	---	6	106	Navy Blue
18	A 335 Gr P9	A-234 WP9	A 182 F9	104	796	Dark Violet
		A-234 WP9W	---	104	796	Dark Violet
19	A335Gr P91	A-234 WP91	A182F91	74	451	Chocolate
		A-234 WP91W	---	74	451	Chocolate

NOTE: i) For schematic representation, Refer Annexure-1
ii) Equivalent RAL Codes shall be used for international jobs for above colour codes as per Table -1

TABLE - 3

COLOUR CODE - STUDS/BOLTS AND NUTS

	ASTM DESIGNATION	SL.NO.	INDIAN STD. COLOUR (ISC) NO.	COLOUR SHADES
Bolt	A 193 GR B 7	39	309	Canary Yellow
Nut	A 194 GR 2 H	39	309	Canary Yellow
Bolt	A 307 GR B	65	415	India Brown
Nut	A 307 GR B	65	415	India Brown
Bolt	A 193 GR B 16	27	276	Lincoln Green
Nut	A 194 GR 4	27	276	Lincoln Green
Bolt	A 320 GR L 7	74	451	Chocolate
Bolt	A 320 GR B 8	73	449	Light Purple Brown
Nut	A 194 GR 8	73	449	Light Purple Brown

NOTE: i) For schematic representation, Refer Annexure-1
ii) Equivalent RAL Codes shall be used for international jobs for above colour codes as per Table -1

TABLE - 4

COLOUR CODE FOR GASKETS

TYPE	PART	ASTM DESIGNATION/DESCRIPTION	SL.NO.	INDIAN STD. COLOUR (ISC) NO.	COLOUR SHADES
Compressed Fibre (Ring & Full Face)	Gasket	BS7531 GR.X (FULL FACE)	100	694	Dove Gray
		BS7531 GR.X (RING)	---	---	None
Spiral Wound	Gasket	SS 304 SPR WND + Grafoil Filler	6	106	Navy Blue
		SS 304 H + Grafoil Filler	68	443	Salmon Pink
		SS 304 + Grafoil Filler	73	449	Light Purple Brown
		SS 304 + Teflon Filler	65	415	India Brown
		SS 304 L SPR WND + Grafoil Filler	83	541	Maroon
		SS 316 SPR WND + Grafoil Filler	87	591	Deep Orange
		SS 316 L SPR. WND + Grafoil Filler	27	276	Lincoln Green
		SS 316 H SPR. WND + Grafoil Filler	39	309	Canary Yellow
		Teflon Jacketed SPR. WND	104	796	Dark Violet
		SS321 Spr WND + Grafoil filler	14	217	Sea Green
OCT. Ring Gasket	Gasket	SS347 Spr WND + Grafoil Filler	1	101	Sky Blue
		5 Cr, 1/2 Mo (Max. 120 BHN)	27	276	Lincoln Green
		Soft Iron (Max. 90 BHN)	100	694	Dove Gray

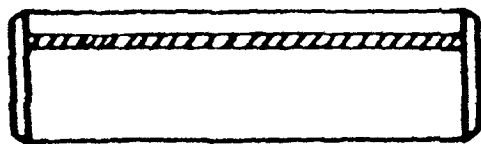
NOTE: i) For schematic representation, Refer Annexure-1

ii) Equivalent RAL Codes shall be used for international jobs for above colour codes as per Table -1

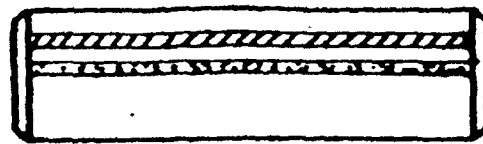
ANNEXURE-1

SCHEMATIC REPRESENTATION OF COLOUR IDENTIFICATION

A. COLOUR IDENTIFICATION OF PIPES



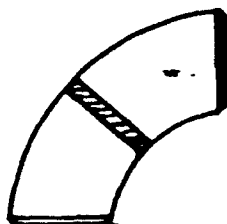
ONE COLOUR



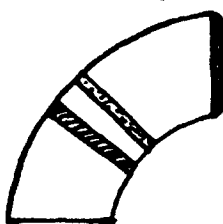
TWO COLOUR

B. COLOUR IDENTIFICATION OF FITTINGS

ELBOW

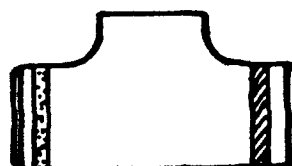


ONE COLOUR



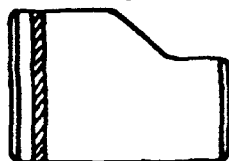
TWO COLOURS

TEE

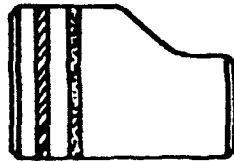


ONE OR TWO COLOUR(S)

REDUCER

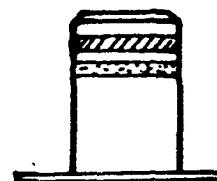


ONE COLOUR



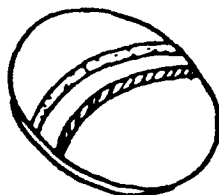
TWO COLOURS

STUB END



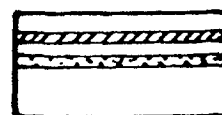
ONE OR TWO COLOUR(S)

CAP



ONE OR TWO COLOUR(S)

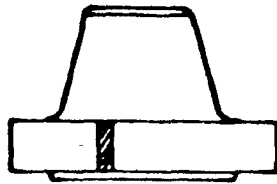
COUPLING



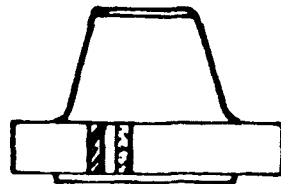
ONE OR TWO COLOUR(S)

SCHEMATIC REPRESENTATION OF COLOUR IDENTIFICATION (Contd...)

C. COLOUR IDENTIFICATION OF FLANGES

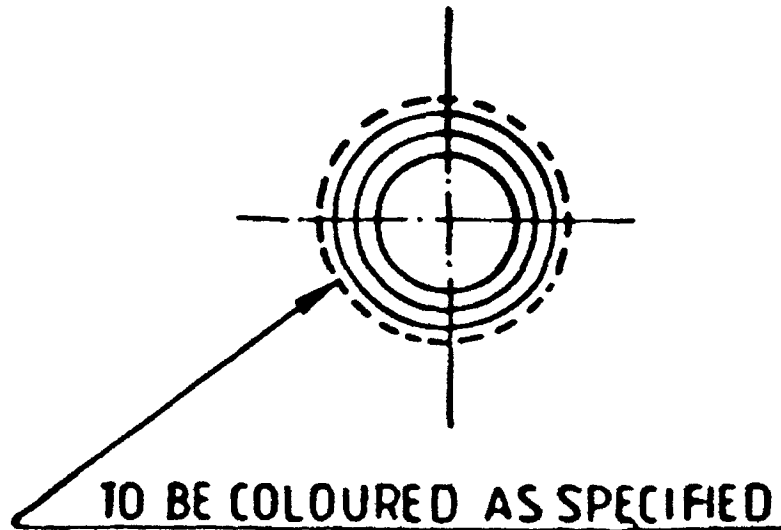


ONE COLOUR

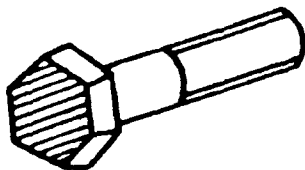


TWO COLOURS

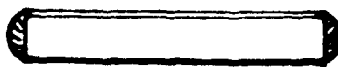
D. COLOUR IDENTIFICATION OF GASKET



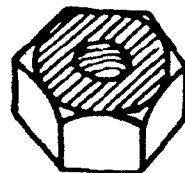
E. COLOUR IDENTIFICATION OF STUDS/BOLTS & NUTS



MACHINE BOLT



STUD BOLT



NUT

Schedule of Rates for Material Handling Services II

Tender No.: B862-000-18-43-TM-T-7105-0 Description: MATERAIL HANDLING WORKS-2						
	0	05 / 05 / 2026	Issued for Bidding	T RAVI	HIMANGSHU PAL	HIMANGSHU PAL
	Rev	Date	Purpose	Prepared by	Checked by	Approved by

 ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)			Client: PETRONET LNG LIMITED (PLL) Project: PDH PP Plant with Ethane and Propane handling facilities	SCHEDULE OF RATES	REV
	Bidder's Stamp Date Bidder's Signature		Div.: SUPPLY CHAIN MANAGEMENT Dept: SCM – SHIPPING	B862-000-18-43-TM-SOR-7105-0 Page 1 of 6	0

S.No	Item No.	Description of Items	Quantity	Unit	Rate in Rupees		Amount
					Figures	Words	
1	01WW	SHIPPING					
2	01WW.50	Material Handling Charges All inclusive charges for taking delivery from Transport Companies Godown/ Railway Sidings of all types of consignments including loading onto vehicles, transportation to project site, unloading, stacking and shifting including all formalities with statutory authorities, verification of packages, weighments, surveys, open delivery, obtaining shortage/damage certificates, survey reports, GST enabled documents and supervision at all stages. (All types of transport vehicles, labour, cranes, lifting tackles, handling equipments / lashing materials etc. to be provided by contractor at every stage).					
3	01WW.50.1	All inclusive charges for the collection and loading of small consignments received at various Transport Companies located in and around project location (indicated in technical section) within a radius as indicated below (km) or thereabouts from Project site, transportation to Project site (indicated in technical section),unloading and stacking. All types of general cargo, loose or packed including fabricated equipments, pumps, instruments, fittings, electrical items, cable drums etc. (Rate shall be quoted on per MT basis and payment shall be made as per actual weight of the consignment.)					
4	01WW.50.1.1V25	General Cargo (Weight per Package) Upto 3 MT Within Radius 150 km From Dahej,Gujarat	100	MT			
5	01WW.50.1.2V4	General Cargo (Weight per Package) Above 3 MT Upto 9 MT Within Radius 150 km From Dahej,Gujarat	50	MT			
6	01WW.50.2	All inclusive charges for coordination with Transport Companies offices and completion of all documentation formalities like surrendering consignee copy of LR, submission of indemnity bond/undertaking letter, arranging freight payment etc. and follow up with the transporter for door-delivery of the consignment at project site. (Applicable for door delivery consignments only.)					
7	01WW.50.2.1	Lumpsum service charges per GC Note (L.R. / G.R.)	50	nos			
8	01WW.50.3	All inclusive charges for unloading from vehicles arrived at Project site from outside directly and stacking as required. General cargo including Container (Weight per Package) . This includes both					
 ENGINEERS INDIA LIMITED (भारत सरकार का उपक्रम) (A Govt. of India Undertaking) Bidder's Stamp Date Bidder's Signature			Client: PETRONET LNG LIMITED (PLL) Project: PDH PP Plant with Ethane and Propane handling facilities		SCHEDULE OF RATES		REV
			Div.: SUPPLY CHAIN MANAGEMENT Dept: SCM – SHIPPING		B862-000-18-43-TM-SOR-7105-0		0
					Page 2 of 6		

S.No	Item No.	Description of Items	Quantity	Unit	Rate in Rupees		Amount
					Figures	Words	
		indigenous and imported cargo arriving at Project site.					
9	01WW.50.3.1	Upto 1 MT	1400	MT			
10	01WW.50.3.2	Above 1 MT upto 5 MT	900	MT			
11	01WW.50.3.3	Above 5 MT upto 10 MT	600	MT			
12	01WW.50.3.4	Above 10 MT upto 15 MT	100	MT			
13	01WW.50.3.5	Above 15 MT upto 32 MT	400	MT			
14	01WW.50.3.6	Above 32 MT upto 60 MT	125	MT			
15	01WW.50.3.7	Above 60 MT upto 100 MT	500	MT			
16	01WW.50.3.8	Pipes of various diameters and random lengths	7000	MT			
17	01WW.50.3.9	Steel plates of various sizes and thicknesses and random lengths	20	MT			
18	01WW.50.3.10	Structural steel items	20	MT			
19	01WW.50.3.11	Container destuffing at site	150	MT			
20	01WW.50.3.14V3	Above 100 MT Upto 200 MT	800	MT			
21	01WW.50.4	All inclusive charges for segregation of Structural Steel /Steel Plates / Pipes,Valves, size-wise at Project warehouse including, crantage, labour, breaking of stacks, shifting, restacking, marking with paint etc.					
22	01WW.50.4.1	Steel Pipes	1500	MT			
23	01WW.50.4.5	Unloading /Destuffing of bagged /drum items (including chemicals and catalysts) with forklift /suitable loading equipment with proper PPEs	200	MT			
24	01WW.50.5	Miscellaneous activities for Prevention and Preservation					
25	01WW.50.5.1	Supply of Inert Gas Cylinder(Nitrogen):standard commercial nitorgen cylinders with	50	nos			
 ENGINEERS INDIA LIMITED (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)			Client: PETRONET LNG LIMITED (PLL) Project: PDH PP Plant with Ethane and Propane handling facilities		SCHEDULE OF RATES		REV
			Div.: SUPPLY CHAIN MANAGEMENT Dept: SCM – SHIPPING		B862-000-18-43-TM-SOR-7105-0		0
		Bidder's Stamp Date Bidder's Signature			Page 3 of 6		

S.No	Item No.	Description of Items	Quantity	Unit	Rate in Rupees		Amount
					Figures	Words	
		Nitrogen at around 150Kg/cm2 (approx 2200 psig) pressure.					
26	01WW.50.5.2	Inert Gas Cylinder (Nitrogen) recharging with Technician	100	nos			
27	01WW.50.5.3	Positive material identification (PMI) machine with operator (minimum one day per week)	75	Mandays			
28	01WW.50.5.4	Cleaning and application of rust preventive on bulk piping materials 2"to 10"	300	nos			
29	01WW.50.5.5	Cleaning and application of rust preventive on bulk piping materials 12"and above	1000	nos			
30	01WW.50.5.6	Greasing of valves upto 10"	6000	nos			
31	01WW.50.5.7	Greasing of valves 12" and above	3000	nos			
32	01WW.50.6	All inclusive charges for shifting of consignments from one place to another within the project site including loading, transportation, unloading and stacking, labour, crantage etc.					
33	01WW.50.6.1V2	By Truck Capacity 9 MT	300	MT			
34	01WW.50.6.2V1	By Trailer Capacity 20 MT	500	MT			
35	01WW.50.6.4	By pick up vehicle Capacity 3 MT	200	MT			
36	01WW.50.7	All inclusive lumpsum charges for gas cutting of tack weldings on trucks/trailers with consignments to release the consignments from truck/trailer before unloading consignments. Rate includes cost of gas cutting equipments, consumables, operator, labour etc. (Charges payable only when the gas cutting equipment is maintained and gas cutting is carried out within the premises of warehouse storage yard.)					
 ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)			Client: PETRONET LNG LIMITED (PLL) Project: PDH PP Plant with Ethane and Propane handling facilities		SCHEDULE OF RATES		REV
			Div.: SUPPLY CHAIN MANAGEMENT Dept: SCM – SHIPPING		B862-000-18-43-TM-SOR-7105-0		0
		Bidder's Stamp	Date	Bidder's Signature		Page 4 of 6	

S.No	Item No.	Description of Items	Quantity	Unit	Rate in Rupees		Amount
					Figures	Words	
37	01WW.50.7.1	Rate Per Truck	50	nos			
38	01WW.50.7.2	Rate per Trailor	50	nos			
39	01WW.50.8	All inclusive charges for miscellaneous warehouse activities like opening of wooden cases / crates / bundles, segregation, removal to and from racks, cleaning of surfaces, applying rust preventive, cleaning of warehouse area, supply and covering of equipments / packed items in open storage yard with polyethene sheets, tarpaulin, marking with paint, taking measurements etc. as detailed in the Item No. 3.0 of the Technical Section of Bid, including manpower, consumables, tools & tackles etc. (Rates shall be applicable as per person for eight hours of working and for the manhours beyond eight hours per day / Sunday / Holiday, prorata payment shall be made).					
40	01WW.50.8.1	Miscellaneous Warehouse Activities	800	Mandays			
41	01WW.50.8.4	Grass cutting using Machine at open yards including operator, PPE, grass cutting machine, consumables & fuel (Working hour shall be from 0800Hrs to1800Hrs)	50	Mandays			
42	01WW.50.8.5	Painting and Stenciling including supply of paint, thinner, brush and labour and as per instruction of Engineer-In-Charge Upto 2 Inch	200	nos			
43	01WW.50.8.6	Painting and Stenciling including supply of paint, thinner, brush and labour and as per instruction of Engineer-In-Charge Above 2 Inch upto 4Inch	200	nos			
44	01WW.50.9	All-inclusive charges per month at site for supply of labour, equipments, tools & tackles required for day to day working and to be charged only when monthly billing of contractor's total charges for Item group Nos. 01WW.50.1, 01WW.50.2, 01WW.50.3, 01WW.50.4,01WW.50.5,01WW.50.6 and 01WW.50.7, fall short of total of item group No : 01WW.50.9 (To be read in conjunction with Technical Section of the Bid clause no 13 of "Preamble To Schedule Of Price") Lumpsum 'Per Month' charges for deployment of following Manpower / Equipments at project site (To be mobilized / demobilized on the discretion of Engineer-in-Charge) inline with the clause no 28 of technical section of bid.					
 ENGINEERS INDIA LIMITED (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)		Client: PETRONET LNG LIMITED (PLL) Project: PDH PP Plant with Ethane and Propane handling facilities			SCHEDULE OF RATES		REV
		Div.: SUPPLY CHAIN MANAGEMENT Dept: SCM – SHIPPING			B862-000-18-43-TM-SOR-7105-0		0
Bidder's Stamp Date Bidder's Signature					Page 5 of 6		

S.No	Item No.	Description of Items	Quantity	Unit	Rate in Rupees		Amount
					Figures	Words	
45	01WW.50.9.1V11	Unskilled workers 7 nos	280	Man month			
46	01WW.50.9.2V5	Semiskilled workers 3 nos	120	Man month			
47	01WW.50.9.3V4	Office Staff (computer literate with knowledge of SAP entry / system) 3 nos	120	Man month			
48	01WW.50.9.4V2	Supervisor 1 nos	40	Man month			
49	01WW.50.9.5V2	Skilled Worker 1 nos	40	Man month			
50	01WW.50.9.6V24	Provision of crane as per clause no 8.0 of Technical Section of Bid Type of Crane Tyre mounted revolving , Number of Crane 1 nos , Capacity 12 MT	40	Month			
51	01WW.50.9.7V2	LCV Truck with operator and consumables No of LCV 1 Capacity 3 MT	40	Month			
52	01WW.50.9.8V8	Fork lift with operator and consumables , Type of Fork lift Fork lift , Number of Fork lift 1 nos , Capacity 3 MT	40	Month			
53	01WW.50.9.10V1	Truck with Operator and Consumables No of Truck 1 Capacity 9 MT	40	Month			
54	01WW.50.9.11V1	Trailor with Operator and Consumables No of Trailor 1 Capacity 20 MT	40	Month			

 ENGINEERS INDIA LIMITED (A Govt. of India Undertaking)	Bidder's Stamp Date Bidder's Signature	Signature Not Verified Digitally signed by MOHIT KUMAR GAUTAM Date: 2026.05.15 17:14:56 IST Location: eProcure EPROC		SCHEDULE OF RATES	REV
				B862-000-18-43-TM-SOR-7105-0	0