

# NOTICE INVITING TENDER

FOR

## SYNGAS PURIFICATION UNIT

For

Setting up of Coal to Ammonium Nitrate Plant at Lakhanpur area of  
Mahanadi Coalfields Limited, Jharsuguda District, Odisha

OPEN - INTERNATIONAL COMPETITIVE BIDDING

(NIT NO : PNMM/PC288/E/001)



**BHARAT COAL GASIFICATION AND CHEMICALS LIMITED**




[A JOINT VENTURE OF M/s COAL INDIA LIMITED (CIL) AND  
M/s BHARAT HEAVY ELECTRICALS LIMITED (BHEL)]

PREPARED BY



**PROJECTS & DEVELOPMENT INDIA LTD.**  
(A Govt. Of India Enterprise)  
PDIL BHAWAN, A-14, Sector-1,  
NOIDA U.P. (India)




*May, 2024*

 पी डी आई एल <b>PDIL</b>	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>	PC288/E/001/ P-I/ MI	0	 कोयला इंडिया Coal India	 बी एच ई एल <b>BHEL</b>
	<b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>	DOC. NO.	REV		
	<b>MASTER INDEX</b>	SHEET 1 OF 4			




**SUBJECT : SYNGAS PURIFICATION UNIT**

**(NIT NO: PNMM/PC288/E/001)**




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	<b>LETTER INVITING BID</b>	SHEET 1 OF 4			

Ref. No. PNMM/PC288/E/001

Dated: 30.05.2024

To,

THE PROSPECTIVE BIDDERS

(Through Open - International Competitive Bidding)

**SUBJECT : SYNGAS PURIFICATION PLANT FOR SETTING UP OF HIGH ASH COAL TO AMMONIUM NITRATE PLANT AT LAKHANPUR AREA OF MAHANADI COALFIELDS LIMITED, JHARSUGUDA DISTRICT, ODISHA**

Dear Sir(s),



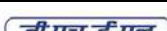
- 1.0 Coal India Limited (CIL) and Bharat Heavy Electricals Limited (BHEL) have formed a Joint Venture Company in the name of BHARAT COAL GASIFICATION AND CHEMICALS LIMITED, hereinafter also referred to as "OWNER" with its registered office at Bandhabahal Old PO Belpah, BIT Colony, MCL (In front, Bandhbahal Colony, Lakhanpur, Jharsuguda-768211, Orissa.
- 2.0 Projects & Development India Ltd. (PDIL) has been appointed by OWNER for Preparation Detailed Fesibility Report (DFR) for setting up of High Ash coal-to-Ammonium Nitrate Plant at Lakhanpur area of Mahanadi Coalfields Limited, Jharsuguda district, Odisha
- 3.0 Projects and Development India Limited (PDIL) on behalf of OWNER has the pleasure of inviting eligible bidders to submit Bid for "**Syngas Purification Plant**" for Setting up of High Ash Coal to Ammonium Nitrate Plant at Lakhanpur area of Mahanadi Coalfields Limited, Jharsuguda district, Odisha on a Lumpsum Turnkey (LSTK) basis on single point responsibility as per Technical Specifications, Commercial Conditions and details laid down in this NIT.

#### 4.0 Brief Scope of Work




Selection of LSTK CONTRACTOR for supply of Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre- Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 120 months O&M services, Total Project Management and handing over of Syngas Purification Plant and its Associated Facilities on a Lump-Sum Turnkey Basis on single point responsibility basis.

#### 5.0 Salient features of bidding document

A.	NIT/TENDER NO. & DATE	PNMM/PC288/E/001, Date 30.05.2024
B.	TYPE OF BIDDING SYSTEM	SINGLE STAGE, TWO PART BID SYSTEM
C.	TYPE OF TENDER	OPEN - INTERNATIONAL COMPETITIVE BIDDING
	MODE OF SUBMISSION	E-TENDER, THROUGH CPP PORTAL

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D.	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	FOR INDIAN BIDDERS: INR 1,00,00,000 /- FOR FOREIGN BIDDERS: US\$ 1,22,000 /-
E.	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	CPP Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) PDIL Website ( <a href="https://www.pdilin.com">https://www.pdilin.com</a> ) CIL Website ( <a href="https://www.coalindia.in">https://www.coalindia.in</a> ) BHEL Website ( <a href="https://www.bhel.com">https://www.bhel.com</a> )
F.	LAST DATE OF RECEIPT OF BIDDER'S QUERIES	21.06.2024
G.	DATE, TIME & VENUE OF PRE-BID MEETING	28.06.2024, 11:00 Hrs. (IST) at PDIL, Noida / or Video Conference
H.	BID SUBMISSION START DATE & TIME (in CPP Portal)	16.08.2024, 10:00Hrs (IST)
	END DUE DATE & TIME FOR BID SUBMISSION (in CPP Portal)	26.08.2024, 15:00 Hrs. (IST)
I.	DATE, TIME & VENUE FOR UN-PRICED BID OPENING	27.08.2024 at 15:00 Hrs. (IST)  Venue: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)
J.	COMPLETION PERIOD / OPERATION & MAINTENANCE (O&M) PERIOD	Refer clause 6.0 of INSTRUCTIONS TO BIDDERS
K.	Address for Communication:	
i)	PDIL	Projects & Development India Limited, (Materials Management Department)  P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)  Kind Attention: Ms. Anjali Thakur , Dy.G.M.(M.M.) Mob. 9868184921 Tel no.: +91-120-2529842/43/47, Extn.340 Fax no.: +91-120-2529801 E-mail: <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a> ; <a href="mailto:mksenapati@pdilin.com">mksenapati@pdilin.com</a>
ii)	CIL	General Manager (M)/BD Coal India Limited Business Development Division Coal Bhawan, Premises No.:04, MAR, Plot No.:AF-III Action Area-IA, New Town, Rajharhat Kolkata – 700156 (WB) Kind Attn.: Dr. Peeyush Kumar, General Manager (M)/BD (Mob. 8700912466)  E-mail: <a href="mailto:gmbd.cg.cil@coalindia.in">gmbd.cg.cil@coalindia.in</a> <a href="mailto:sribas.sarkar@coalindia.in">sribas.sarkar@coalindia.in</a>



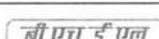
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iii)	BHEL	Mr. Vivek Kumar Gupta (Sr. Manager) BHEL House, Siri Fort, New Delhi – 110049 Mob. 7055500242 E-mail: <a href="mailto:Vivek21@bhel.in">Vivek21@bhel.in</a>
L.	Original Documents to be submitted at	Projects & Development India Limited, (Materials Management Department)  P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)  Kind Attention: Ms. Anjali Thakur , Dy.G.M.(M.M.) Mob. 9868184921
M.	Contact Person for Site visit	Name- Mr. U.K. Sinha Designation: Chief Manager(Mining) / Staff Officer(P&P), Office of the General Manager, Lakhanpur Area, MCL Mobile no- 9438493757 Email id: <a href="mailto:so-pnp-lkpa.mcl@coalindia.in">so-pnp-lkpa.mcl@coalindia.in</a>

In case the days specified above happens to be a holiday in CIL/BHEL/PDIL, the next working day shall be implied.

- 6.0 Bids must be submitted strictly in accordance with Clause No. 21 of Instruction to Bidder (ITB) depending upon Type of Tender as mentioned at Clause no. 5.0 (D) of LETTER INVITING BID. The LETTER INVITING BID is an integral and inseparable part of the bidding document.
- 7.0 The following documents in addition to uploading the bid on CPP Portal (<https://eprocure.gov.in/eprocure/app>) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded on CPP Portal (<https://eprocure.gov.in/eprocure/app>) by the bidder along with e-bid within the due date and time to the address mentioned in Clause no. 5.0 (L) of LETTER INVITING BID
- Earnest Money Deposit (EMD) / Bid security.
  - Pre signed Integrity Pact
  - Power of Attorney (PoA)
  - Undertaking from TPIA
- 8.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.



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## 9.0 PRE-QUALIFICATION CRITERIA (PQC)

Any bidder, who meets the PRE-QUALIFICATION CRITERIA (PQC) enclosed at APPENDIX-1, PART-I, COMMERCIAL and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any, from websites as mentioned at 5.0 (E) of LETTER INVITING BID and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

- 10.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in PQC and ITB.

The Tender Document calls for offers on single point responsibility basis and in total compliance of Scope of Works as specified in Tender Document.

- 11.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only as per Clause No. 5.0 (E) of LETTER INVITING BID. Bidders are requested to visit the website regularly to keep themselves updated.
- 12.0 The bidder shall submit the bid online through Central Public Procurement (CPP) Portal. Bids complete in all respects should be uploaded in the CPP portal on or before the Bid Due Date and time mentioned in at Sl. No. 5.0 (H) above. Bids through Post/ Fax / E-mail /CD/ any other mode other than that specified in ITB will not be accepted.
- 13.0 In the terms of the agreement, the land will be provided on lease basis to the prospective bidder for the purpose of setting up the plant .The successful bidder will not have any perpetual right, title interest in the said land either as tenant or otherwise.
- 14.0 OWNER/PDIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.




This is not an Order.

Thanking You,

For & on behalf of  
BHARAT COAL GASIFICATION AND CHEMICALS LIMITED  
(JV of CIL & BHEL)




*Aek*  
*30/05/2024*

(ANJALI THAKUR)  
Dy. General Manager (M.M)  
Projects & Development India Limited

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>PRE-QUALIFICATION CRITERIA (PQC)</b>	PC288/E/001/ P-I/ Appendix-1	0		
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## Appendix- 1

### PRE-QUALIFICATION CRITERIA (PQC)

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## 1.0 ELIGIBLE BIDDERS

### 1.1 SOLE BIDDER OR CONSORTIUM OR AN INCORPORATED JOINT VENTURE (JV)




- 1.1.1 Bids may be submitted by a Bidder who is a Sole Bidder or an incorporated joint venture company (JV) or a consortium of members along with a lead member ("Consortium"). However, [except in case of a sole Bidder], the successful Bidder emerged through tendering process should be a company incorporated in India prior to award of tender (LOA).
- 1.1.2 The Bidder which has completed 3 (three) financial years from the date of commencement of business shall fulfill each eligibility criteria as defined in Clause 2.0 below.
- 1.1.3 In case the Bidder is a newly formed JV which has not completed 3 (three) financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member fulfills each eligibility criteria then this member shall be clearly identified and it shall assume all obligations under the contract and provide such comfort letter/ guarantees as may be required by Owner. The guarantee shall cover inter alia the commitment of the member to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

The provisions of Cl. No. 1.1.3 above shall also apply for a Consortium bid. The leader of the Consortium shall fulfill each eligibility criteria and assume all obligations and guarantee as mentioned above.

The identification of the Lead Bidder of the Consortium and the distribution of work, roles & responsibilities amongst the Consortium members will be clearly indicated in the form of Consortium Agreement (as per **Annexure 1.15**) duly signed by all the members of the Consortium and set forth in the Techno-Commercial Bid.

- 1.1.4 A JV/Consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/Consortium till the successful Commissioning & PGTR. If during the evaluation of bids, a JV/ Consortium proposes any alteration/ changes in the orientation of JV/ Consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a JV/ Consortium Company shall be liable for rejection.
- 1.1.5 The total number of Consortium members including their leader shall not **exceed 03 (three)**. In case of consortium, Lead member in the consortium shall contribute at least 50% of the total equity and other consortium members shall contribute at least 20% of the total equity in the project, totaling to 100%. The equity participation of each member of the Consortium shall be specified in the Consortium Agreement.

All the members/shareholders of the JV and the members/shareholders of the newly incorporated company (in case of a Consortium) shall sign the contract and shall be jointly and severally liable for the entire assignment.

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## 2.0 PRE-QUALIFICATION CRITERIA

### 2.1 TECHNOLOGY CRITERIA

#### 2.1.1 Syngas Gas Purification for generation of Ammonia Synthesis Gas ( $N_2+3H_2$ )

The Bidder either on his own or with the support from Process Licensor/s should be capable of providing Process License and Basic Design Package for the proposed Gas Purification & Ammonia Synthesis Gas ( $N_2+3H_2$ ) Generation along with  $CO_2$ .

The Gas Purification & Ammonia Synthesis Gas ( $N_2+3H_2$ ) (ASG) generation technology proposed by Bidder shall have reference of at least One single stream plant with single licensor OR with combination of different licensors in single plant/multiple plants for processing syngas from either Coal gasifier OR syngas from any other source and generating minimum 63000  $Nm^3/Hr$  of Ammonia Synthesis gas with matching Carbon dioxide Gas production through Methanol Wash route.

For establishing that the Technology/ies to be adopted by the Bidder is a proven one, the Bidder shall provide details of at least one commercial plant with single licensor OR with combination of different licensors in single plant /multiple plants which has operated successfully for at least One Year in the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document. Bidder shall submit documentary proof for Licensor's plant/s, issued by plant OWNER / technology licensor's certificate/s regarding the same.




Bidder shall, along with the bid, also submit MOU/ Letter of Undertaking from process licensor/s for technology tie up for the proposed Gas cleaning, Purification & Ammonia Synthesis Gas ( $N_2+3H_2$ ) Generation unit along with  $CO_2$  generation.

### 2.2 EXPERIENCE CRITERIA

2.2.1 The Bidder [**Sole Bidder / Any Consortium member / JV**] should possess experience of having successfully executed Plants on LSTK (Lump sum Turnkey)/LEPC/EPC basis in any one of the field of Coal gasification, Oil, Gas, Refinery, Hydrocarbon, Petrochemicals, Coal based Power Plants, Metallurgical (Ferrous) Plants or Fertilizer, should have been in satisfactory commercial operation for a minimum period of at least one year during the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document, with scope of work comprising of Detailed Engineering, Procurement, Supply, Construction and Erection , Testing, Pre-commissioning, Commissioning.

The reference plants should be operating either in India or outside the country of Origin of Bidder for consideration of this criteria.

2.2.2 The Bidder meeting the requirements as per Clause 2.2.1 above, must have executed during the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document any one of the following:

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- ✓ One/single Completed work costing not less than **INR 6400 Million or US \$ 78 Million (including taxes and duties)**

Or

- ✓ Two Completed works each costing not less than **INR 4000 Million or US \$ 49 Million (including taxes and duties)**

Or

- ✓ Three Completed works each costing not less than **INR 3200 Million or US \$ 39 Million (including taxes and duties)**




The above qualification criteria shall be fulfilled by JV/CONSORTIUM in the following manner.

- (a) In case of One/single Completed work, Any of the JV/CONSORTIUM partner shall have the experience of having completed successfully a single work.
- (b) In case of Two Completed works,
  - i) Any one partner can match the above requirement.  
OR
  - ii) At least two partners should each have completed at least one work each costing not less than the amount indicated above.
- (c) In case of Three Completed works,
  - i) Any one partner can match the above requirement  
OR
  - ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner each costing not less than the amount indicated above.  
OR
  - iii) All the three partners shall match the above requirement through Completion of at least one work each costing not less than the amount indicated above.

2.2.3 To meet the criteria at Cl. no. 2.2.1 & 2.2.2 above, Bidder shall submit documentary proof such as :

- (i) Copy of Work Order/ relevant Extract of Work Order/Contract Agreement/relevant Extract of Contract Agreement shall clearly indicate the LOA/Work Order/Contract/Agreement number, Name of Project, Scope of Work, Contract/Investment Value, Contract Period etc.
- (ii) The Completion / Acceptance Certificate shall clearly indicate the LOA/Work Order/Contract/Agreement No., Name of Project, Scope of Work , Contract Value, Contract Period , Executed/Investment Value , Actual date of completion. Documentary proof of satisfactory commercial operation for a minimum period of at least one year issued by plant owner.



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## 2.3 FINANCIAL CRITERIA

### 2.3.1 Average Annual Financial Turnover

2.3.1.1 The Average Annual Financial Turnover of the Bidder **[Sole/Single Bidder]** during the last 3 (three) preceding financial years i.e. 2022-23, 2021-22 and 2020-21 or calendar years 2022, 2021 and 2020 (or the financial year as applicable in the country of origin of Bidders' Company) should be at least **INR 2400 Million or US \$ 29 Million**.

#### 2.3.1.2 Consortium Bid/JV

- The Average Annual Financial Turnover of the Bidder **[Lead Bidder of the Consortium]** during the last 3 (three) preceding financial years i.e. 2022-23, 2021-22, and 2020-21 or calendar years 2022, 2021 and 2020 (or the financial year as applicable in the country of origin of Bidders' Company) should be at least **INR 1200 Million or US \$ 14.5 Million**.
- The Average Annual Financial Turnover of the Bidder **[each of the Consortium Members]** during the last 3 (three) preceding financial years i.e. 2022-23, 2021-22 and 2020-21 or calendar years 2022, 2021 and 2020 (or the financial year as applicable in the country of origin of Bidders' Company) should be at least **INR 600 Million or US \$ 7.25 Million**.

**However**, Average Annual Financial Turnover of all the Consortium Members [Lead Bidder and other Consortium Members] collectively shall not be less than **INR 2400 Million or US \$ 29 Million**. All the Consortium Members shall choose to qualify the Financial Criteria on the basis of same financial /calendar years

2.3.2 **Net Worth** of the Bidder/each member of the Consortium or JV should be positive as on 31 March 2023 or calendar year 31 December, 2022 as applicable or the financial year as applicable in the country of origin of Bidders' Company.




### 2.3.3 Working Capital

2.3.3.1 The Bidder **[Sole/Single Bidder]** should have minimum working capital equal to **INR 460 Million or US \$ 6 Million** as on 31 March 2023 or calendar year 31 December, 2022 as applicable or the financial year as applicable in the country of origin of Bidders' Company.

#### 2.3.3.2 Consortium Bid/JV

- The Bidder **[Lead Bidder of the Consortium]** should have minimum working capital equal to **INR 230 Million or US \$ 3 Million** as as on 31 March 2023 or calendar year 31 December, 2022 as applicable or the financial year as applicable in the country of origin of Bidders' Company.
- The Bidder **[each of the Consortium Members]** should have minimum working capital equal to **INR 115 Million or US \$ 1.5 Million** as as on 31 March 2023 or calendar year 31 December, 2022 as applicable or the financial year as applicable in the country of origin of Bidders' Company.

**However**, Working Capital of all the Consortium Members [Lead Bidder and other Consortium Members] collectively shall not be less than **INR 460 Million or US \$ 6 Million**.

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- 2.3.4 To meet the criteria (2.3.1 to 2.3.3) above, Bidder shall submit audited financial statements of the company for the last 3 (three) preceding financial years i.e. 2022-23, 2021-22 and 2020-21 or calendar years 2022, 2021 and 2020 (or the financial year as applicable in the country of origin of Bidders' Company) along with the duly filled up form for 'Pre-Qualification Criteria (PQC) in favour of Financial Criteria' as set out in Annexure-1.18.

**Note:**

- For PQ criteria in respect of **Order Value (Experience Criteria)**, in case PQ Criteria indicated by the BIDDERS in any other foreign currency other than INR and USD, RBI reference rate for the relevant period shall be considered for conversion of the foreign currency into INR.
- For PQ criteria in respect of **Turn Over/ Net Worth / Working Capital (Financial Criteria)**, in case PQ Criteria indicated by the BIDDERS in any other foreign currency other than INR and USD, RBI reference rate on the end date of the Financial Year specified in the Financial Statement period shall be considered for conversion of the foreign currency into INR.
- For PQ criteria in respect of **Working Capital**, the qualifying amount shall be considered inclusive of Accesses to lines of credit and availability of other financial resources.




Access to line of Credit and availability of other financial resources shall imply the Net availability of Funds\* towards Working Capital, as on the date on which bidder possesses working capital.

\* The net availability of funds is the availability of unutilized fund.

In case, access to lines of credit constitutes the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank), issued within three months prior to date of opening of tender, shall also be submitted.

For foreign Partner(s), Banker's Certificate regarding availability of access to credit (issued within three months prior to the date of opening of tender) should be duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document. Relevant Embassy/High Commission means the Embassy/High Commission in India of the Country where the bidder has obtained Banker's Certificate or Country of origin of the bidder).

- Further, the Bidder/any of the promoter of JV/ any consortium Member should not be on 'Holiday'/'Negative list' by CIL/BHEL or any of the JV partner/any other subsidiary of CIL/BHEL or Public Sector Project Management Consultant (like EIL, MECON, PDIL due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further Bidder has to submit declaration as per Annexure-1.16 Offer submitted by such Bidder shall not be considered for opening/evaluation/Award.

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## 2.4 AUTHENTICATION OF ALL DOCUMENTS SUBMITTED AGAINST PQC

### 2.4.1 Technical Criteria of PQC:

All documents in support of Technical PQC furnished by the BIDDERS shall be verified and certified by any one of the following independent third party inspection agency:

- Société Générale de Surveillance(SGS)
- Gulf Lloyds Industrial Services (India) Pvt. Ltd.(GLISPL)
- International Certification Services(ICS)
- Bureau Veritas (Ind.) Pvt. Ltd(BVIS)
- DNVGL
- UV Rheinland (India) Pvt. Ltd.
- TUV SUD South Asia Pvt. Ltd.
- TUV India Pvt. Ltd. (TUV Nord Goup)
- Intertek India Pvt. Ltd.
- Moody International (India) Pvt. Ltd.
- RINA India Pvt. Ltd.
- Competent Inspectorate and Consultants LLP
- ABS Industrial Verification (India) Pvt. Ltd.

All charges of the Third party for verification and certification shall be borne by the Bidder. TPIA will provide in addition a certificate towards verification and certification of documents pertaining to Technical PQC as per proforma attached as Annexure-1.15.




If any above mentioned agency themselves are participating in bidding, then they shall authenticate the document by a different agency from the list given above.

### 2.4.2 FINANCIAL CRITERIA OF PQC:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format in prescribed format (Annexure-1.18) of tender document, duly signed and stamped by a Chartered Accountant / Certified Public Accountant (CPA). Further:




- For Indian Bidders, copy of audited annual financial statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp.
- For Foreign Bidders, copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in Bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial PQC Apostille affixed by competent authorities designated by the government of Bidder's country shall also be acceptable.






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- 2.5 Bidder may be required to submit all the originals of the Authenticated documents pertaining to Pre-Qualification Criteria during the Bid evaluation process.
- 2.6 The Bid and all correspondence incidental to and in connection with the Bid shall be in the English Language only. In case a bidder submits any of the Bidder Qualification support documents in any language other than in English, then it shall be the responsibility of such Bidder to also provide the English translation copy of the same duly certified by either of the following:
- Local Chamber of Commerce of Bidder's country.
  - Indian Embassy in Bidder's Country
  - Bidder's Embassy in India
  - Any translator in India recognized/ authorized by Bidder's Embassy
- 2.7 Submission of authentic documents is the prime responsibility of the Bidder. OWNER/PDIL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall provide all necessary assistance in this regard. With respect to Pre-Qualification Criteria, Bidder shall also render assistance in facilitating visit to the reference unit, if so considered necessary by the Owner. Cost of owner's visit shall not be to the Bidder's account.
- 2.8 Bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by the buyer shall absolve bidder from his responsibility. OWNER and PDIL suspension/ banning policy, shall be applicable as mentioned in ITB.

The bidder must also note that the OWNER/PDIL reserves the right to proceed based on acceptable offers (who have submitted authenticated documents in line with the provisions given in the Bidding Document) and reject outright the other bids which have some shortcoming including non-submission of authenticated documents. The bidder shall therefore submit the authenticated documents along with the offer itself and in case of rejection of his bid shall not have any right to seek another opportunity for submission of authenticated documents.




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**PART I: COMMERCIAL**  
**SECTION – 1.0**  
**INSTRUCTIONS TO BIDDERS**


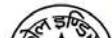

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## 1.0 INTRODUCTION:

**1.1 Coal India Limited (CIL)** and **Bharat Heavy Electricals Limited (BHEL)** have formed a Joint Venture company in the name of **BHARAT COAL GASIFICATION AND CHEMICALS LIMITED** hereinafter also referred to as “**OWNER**”, intends to set up High Ash Coal to Ammonium Nitrate Plant based on Indigenously-developed Coal Gasification Technology of BHEL at Lakhanpur area of Mahanadi Coalfields Limited, Jharsuguda district, Odisha.

**1.1.1** Coal India Limited (CIL) is a Public Sector Unit under the Ministry of Coal and Bharat Heavy Electricals Limited (BHEL) is also a Public Sector Unit under the Ministry of Heavy Industries, Govt. of India.

**1.1.2 Coal India limited (CIL)** was formed in November, 1975 as a holding company to manage the coal mines nationalized in between 1971 to 1973. The company, with 78.86% of its equity owned by Government of India, is world's largest hard coal producing company. It has core competence across the entire gamut of the coal business value chain. The business domain includes exploration, planning and design of mines, coal mining operations, coal beneficiation and marketing. CIL meets 42% of the nation's primary energy demand and caters 81% of the nation's coal requirement.




**1.1.3 Bharat Heavy Electricals Limited (BHEL)** is India's largest engineering and manufacturing enterprise in the energy and infrastructure sectors. Established in 1964, BHEL is a leading power equipment manufacturer globally and one of the earliest and leading contributors towards building an Aatmanirbhar Bharat. BHEL serve their customers with a comprehensive portfolio of products, systems and services in the areas of power-thermal, hydro, gas, nuclear & solar PV; transmission; transportation; defence & aerospace; oil & gas and new areas like BESS and EV chargers. Right from developing country's power generation capacity to creating multiple capabilities in country's core industrial & strategic sectors, BHEL is deeply aligned to the vision of a self-reliant India.

**1.2 Broadly, the project will be implemented as follows:**

- ✓ **LSTK-1** : Coal Gasification & Raw Syngas Cleaning, using BHEL's in-house developed PFBG Technology **[This part is under BHEL's Scope]**
- ✓ **LSTK-2** : Syngas Purification Unit
- ✓ **LSTK-3** : Ammonia Synthesis Plant
- ✓ **LSTK-4** : Nitric Acid & Ammonium Nitrate (Melt & Prill)
- ✓ Balance Offsite and Utility Facilities

### Note:

**(1) The subject package [LSTK-2 : Syngas Purification Unit] shall be awarded to the successful bidder after finalization of LSTK-2, LSTK-3 and LSTK-4 as mentioned above and financial closure of the complete project.**

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**(2) LSTK-2, LSTK-3 and LSTK-4 packages shall be awarded simultaneously after financial closure of the project.**

1.3 **Projects & Development India Ltd. (PDIL)** has been appointed by CIL for “Preparation Detailed Fesibility Report (DFR) for setting up of High Ash coal-to-Ammonium Nitrate Plant in Mahanadi Coalfields Limited (MCL) based on Indigenously-developed Coal Gasification Technology of BHEL”

### 1.3 LOCATION OF THE PROJECT SITE

1.3.1 The proposed project will be located in Lakhanpur area of Mahanadi coalfields Limited (MCL) Odisha

1.3.2 The total land area of the site is 350 acres

1.3.3 The patch was considered uneconomical and not proposed for coal extraction, Henceforth this patch is not workable i.e. not available for mining operation presently.


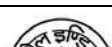

1.3.4 Plant site is located at Lakhanpur in Jharsuguda district of Odisha on the National Highway NH-49. NH-49 is passing at about 8 to 10 km from the site. The nearest railway station Belpahar is 10 km from the site. Nearest air port, Veer Surenda Sai Airport, 38 km, 1.5 hours (approx.) journey by road/ rail. Nearest sea port is PARADIP which is approx. 450 km by rail/road from the site. Plant is situated at 21°46'0"N Latitude and 83°46'0"E Longitude.

## 2.0 SCOPE OF PROPOSAL

**The present NIT** specifies the requirement of selection of LSTK Contractor for supply of Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, Storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre- Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 120 months O&M Services , Total Project Management and handing over of Syn Gas Purification Plant and its Associated Facilities on a Lump-Sum Turnkey Basis on single point responsibility basis.

## 3.0 BIDDING DOCUMENTS

The bidder is expected to examine the bidding documents, including all instructions, Pre-Qualification Criteria, Forms, Annexures, terms and conditions of Contract, specifications, drawings and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

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In case of any inconsistency, in the interpretation of meaning of any part of this Tender Documents, the BIDDER shall give his best endeavor to resolve the inconsistency by expressing his assumption through his proposal to OWNER.

#### 4.0 AMENDMENT OF BIDDING DOCUMENTS

Bidders shall examine the Bidding documents thoroughly and inform the OWNER of any apparent conflict, discrepancy or error.

At any time prior to the deadline for submission of bids, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents, if required.

Any Amendment to the bidding document (Corrigenda/Addenda/Amendment/ extension in bid due date/ Clarifications etc) if any, shall be hosted on Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>) of Government of India. Bidders are therefore advised to visit CPP Portal regularly for downloading the details of amendment to bidding document. The Bidders will be required to acknowledge notification of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum/Corrigendum in their bid and shall follow the instructions issued along with addendum/corrigendum

In order to afford Bidders reasonable time to take the amendment, issued prior to submission of LSTK Bids, into account in preparing their LSTK Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.

#### 5.0 LANGUAGE OF THE BID




The bid prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the English language and all units shall be in Metric system. In case a document, certificate, printed literature, etc furnished by the bidder is in a language other than English, the same should be accompanied by an English Translation, duly authorized by the Chamber of Commerce of the Bidders' country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

#### 6.0 COMPLETION PERIOD / GUARANTEED COMPLETION DATE

6.1 Bidder shall be required to complete the WORK under the CONTRACT so as to achieve the Guaranteed Completion Date in accordance with the following milestones:

a) Mechanical Completion	39 Months from Effective Date of Contract
b) Preliminary Acceptance	42 Months from Effective Date of Contract
c) Operation & Maintenance (O&M) Period	120 Months from the date of Preliminary Acceptance of Syngas Purification Plant



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- 6.2 The “**Effective Date of Contract**” shall be the date of issuance of LOA (LETTER OF ACCEPTANCE) by the Owner.

## 7.0 SIGNATURE ON BIDS

- 7.1 The Bid must contain the name, designation and place of business of the person or persons making the Bid and must be signed and sealed, on each page, by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. The Bidder shall submit authority letter / Power of Attorney/ Board Resolution in favour of the authorized signatory(s) of the Bid. The Bidder's name stated on the proposal shall be the exact legal name of the Bidder

- 7.2 Bids by bodies corporate/ limited Companies must be signed with the legal name of the Corporation/Limited Company by the President, Managing Director or by the Company Secretary or any other person or persons holding Power of Attorney for signing their Bid.

- 7.3 In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / CHAIRMAN/ MD / C&MD /Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

- 7.4 Bid by a Consortium must be signed by all members of the Consortium. In case of Consortium, the exact legal names of all the members of the consortium shall be stated and leader of Consortium shall be clearly indicated.




In case of a Consortium, Power of Attorney issued by Board of Directors/ CEO /CHAIRMAN/ MD / C&MD/Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium, in favour of the authorised employee(s), for signing the documents on behalf of each of the members, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium, are to be submitted.

Power of Attorney shall be as per law of land; Format of POA as per **Annexure 1.14**

- 7.5 Bid shall contain no cuttings, erasures or overwriting except as necessary to correct errors made by the Bidder in which case each such corrections or other changes in the Bid documents shall carry the initials of the person(s) signing the Bid.

## 8.0 Deleted



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## 9.0 PRE-BID MEETING

- 9.1 The bidder may submit any queries/clarification/information pertaining to bidding documents in writing delivered by hand or by E-mail as per **Annexure-1.5** enclosed in the bidding documents so as to reach PDIL not later than the date specified in the Letter Inviting Bid. Queries/ Clarifications/ Information sought in any other manner shall not be responded to.
- 9.2 The bidder or his authorised representative(s), is advised to attend a pre-bid meeting as indicated in the Letter Inviting Bid. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised at that stage by Bidders.
- 9.3 The OWNER's responses to Bidder's queries/clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting/conference shall be issued as Addendum/Amendment/Corrigendum.
- 9.4 Non-attendance of Bidders at the pre-bid conference will not be a cause for disqualification of the Bidder and it shall be presumed that the Bidder does not require any clarification.

## 10.0 EARNEST MONEY DEPOSIT (EMD)

- 10.1 Bids must be accompanied with 'Earnest Money Deposit (EMD) / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' or 'Bank Guarantee'. The amount of EMD shall be as indicated in the LIB (Letter Inviting Bid).




In case of Consortium,

- EMD may be submitted by Consortium bidder (In case all the members of the Consortium bidder are foreign firms, the Currency of EMD shall be in USD; In case any one member of the Consortium bidder is an Indian firm, the Currency of EMD may be in USD or INR)

OR

- EMD may be submitted by any one member of the consortium. In such case, if the Consortium member submitting the EMD is an Indian Firm, the Currency of EMD shall be in INR and if the Consortium member submitting the EMD is a foreign firm, the Currency of EMD shall be in USD.

- 10.1.1 In case EMD is submitted in form of BG, then the EMD offered shall be an irrevocable Bank Guarantee, issued by any bank appearing in the list of OWNER approved banks, **(Annexure-1.22)**, on a stamp paper of appropriate value. Proforma of the Bank guarantee is enclosed as **Annexure-1.11**.

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- 10.1.2 The Bank Guarantee shall be valid for a **period of Bid Validity plus nine months**. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders' account.

Or




In case EMD is submitted in form of DD/Bankers Cheque, then the EMD should be in favour of **"Coal India Limited"** payable at **Kolkata** for value as outlined in the Letter Inviting Bid for this NIT.

EMD will not carry any interest.

- 10.1.3 The bank details for issuance of EMD/ BG are as below:

Name of Account Holder : Coal India Limited  
Account No. : 000651000038  
IFSC code : ICIC00000006  
Name of the Bank : ICICI Bank  
Name of the Branch : Rasoi Court, Kolkata

- 10.2 Any Bid not accompanied with EMD shall be rejected by the OWNER/PDIL as being non-responsive.
- 10.3 The EMD of unsuccessful Bidders will be returned by OWNER without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER, whichever is earlier. Where EMD has been paid by demand draft, the refund thereof shall be in the form of demand draft or NEFT in favor of the unsuccessful Bidder(s). Bidders may indicate the name and address in whose favour the said demand draft shall be drawn by the OWNER for refund failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Transmittal Letter.
- 10.4 The successful Bidder's EMD will be discharged upon the Bidder accepting and signing the Contract and furnishing the Security cum Performance Bank Guarantee.
- 10.5 The EMD shall be forfeited and appropriated by OWNER as mutually agreed loss and damage payable to OWNER for, inter alia, time, cost and effort of OWNER in regard to the NIT without prejudice to any other right or remedy to OWNER under the following conditions:
- If a Bidder withdraws his Bid during the validity or agreed extension validity period duly agreed by the bidder.
  - In case of Cartel of bids as per clause 17.3 of ITB
  - If the bid is varied or modified in a manner not acceptable to the OWNER during the validity or agreed extension validity period duly agreed by the bidder
  - Any effort by the bidder to influence the OWNER on bid evaluation, bid comparison or contract award decision.

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- e) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- f) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice.
- g) In the case of a successful Bidder, if the Bidder fails to:
  - (i) "sign the CONTRACT".
  - (ii) to furnish "Contract Security Cum Performance Guarantee / Security Deposit", in accordance the CONTRACT.

## 11.0 COST OF BIDS


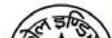

The Bidder shall bear all costs associated with the preparation and submission of the Bid and OWNER will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 12.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 The Bidder may modify or withdraw its Bid after the Bid's submission, but before the last date and time of Bid submission as specified in this NIT provided that written notice of the modification or withdrawal is received by OWNER prior to the deadline prescribed for submission of Bids.
- 12.2 A withdrawal notice may also be sent by E-mail in signed and scanned form not later than not later than the deadline for submission of Bids.
- 12.3 In case any clarifications are sought by the OWNER after opening of tenders, then the replies of the bidder should be restricted to the clarification sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after opening of Technical and Commercial bids without specific reference by the OWNER shall render the bid liable to be rejected without notice and without further reference to the Bidder.
- 12.4 No bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration during the validity or agreed extension validity period duly agreed by the bidder. Withdrawal or unsolicited modification of a bid during this interval shall result in the Bidder's forfeiture of its EMD and shall be put on Holiday / Banned / Blacklist for a period of two years by Owner (CIL, BHEL) and PDIL

## 13.0 INFORMATION REQUIRED WITH THE BID




- 13.1 Any bid not containing sufficient descriptive material to describe accurately the process details, functioning of various sections of the Plants, equipment proposed and other necessary details may be treated as incomplete and hence rejected. Such descriptive material and drawings submitted by the Bidder will be retained by the OWNER. Any major deviation from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the OWNER.

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- 13.2 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the bidder.

#### 14.0 LOCAL CONDITIONS

- 14.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.
- 14.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in INDIA and rules related to work permit and visa requirements in INDIA or in any way or manner affecting the performance of Scope of Work, the Contractor and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.
- 14.3 In their own interest, the foreign bidders are particularly requested to familiarize themselves with the Income Tax Act 1961, the Companies Act, 2013, the Customs Act, 1962, including any amendments thereof and other related acts and laws prevalent in India.
- 14.4 The OWNER shall not entertain any request for clarification from the bidder, regarding such local conditions.
- 14.5 The Bidder shall be deemed to have prepared the Bid on the basis of its independent judgment and to have made all necessary allowances and provisions to ensure that the PLANT will meet all technical specification prescribed hereunder including the specified performance requirements and guarantees and be entirely suitable for the purpose for which it is intended. Accordingly, at the time of submission the Bid Price will, without extra price and/or extension of time, be held to include everything implicitly or otherwise required or necessary for the proper and timely completion of the WORK including ACCEPTANCE OF PLANT in accordance with the CONTRACT. Further, in case of any contract awarded under these specifications and documents, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be

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permitted by the OWNER, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

14.6 Visit to site is optional and at BIDDER's cost and expense.

## 15.0 BID PRICE & CURRENCY OF BIDS




15.1 Bidder expecting to incur a portion of its expenditure in more than one currency and wishing to be paid accordingly shall so indicate in the Bid. In such cases the Bid shall be expressed in different currencies (maximum **5 (five) currencies namely USD, EURO, GBP, JPY and INR** currencies including INR) and the respective amounts in each currency together making up the Bid Price.

15.2 CONTRACT PRICE to be quoted by the LSTK contractor shall be fixed and firm and shall be valid until completion of the Contract to be executed by the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.

15.3 The firm CONTRACT PRICE quoted by the Bidder shall be inclusive but not be limited to the following:

- a) Process licence fee
- b) Basic Engineering and Detailed Engineering
- c) Supply of plant, equipment, bulk materials, catalysts, adsorbents, chemicals, lubricants etc.
- d) Custom Duty, all applicable taxes & duties under GST, Indian Income Tax, etc..
- e) Supply of spares and consumables, solvents, catalysts, adsorbents, lubricants, chemicals for commissioning. , sustained load test run, GTR,
- f) Consumables solvents, catalysts, adsorbents, lubricants and chemicals
- g) 120 months operation & maintenance (O&M) Services including supply of all spares and consumables
- h) Civil and structural works.
- i) The charges for custom clearance, port handling and onward dispatch to site and forwarding charges if applicable.
- j) Freight up to Site, including taxes.
- k) Unloading, storage at site, site assembly, erection, pre-commissioning and commissioning until preliminary acceptance of the plant.
- l) Cost of insurance during ocean, air and inland transit, storage erection, pre-commissioning and commissioning until acceptance and handing over of the complete plant as per technical specifications and scope of work and the cost of third party liability including insurance for OWNER's surrounding properties, insurance for CONTRACTOR's personnel and insurance for discharging the statutory obligation under the local laws.
- m) Inspection and expediting charges.
- n) Project management and overheads.
- o) Guarantee test run and handing over the plant to the OWNER.






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- p) Any other cost for performing WORK under CONTRACT including completion in all respects of the Scope of Work.

The Bidders shall quote in their firm Lumpsum price for the entire scope of work as per Schedule of Prices /BOQ [excel file], (**Refer Annexure-1.2** for Preamble to Schedule of Prices /BOQ), inclusive of all taxes, duties, levies etc. as applicable and duly indicated separately.

- 15.4 It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable under GST, Customs Duty, etc. on the import, manufacture, sale and/or supply of any material to the OWNER and performance of the works under the CONTRACT. The CONTRACTOR shall keep the OWNER indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, 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 any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof attributable to the CONTRACTOR.
- 15.5 The CONTRACT PRICE quoted by the Bidder shall be for for supply of MATERIALS, Services and Civil & Structural Works.
- 15.5.1 The price of materials is divided into two parts, the Foreign Exchange component and the Indian Rupee component. It is recognised by the OWNER that the Price of Materials may be loaded to cover various factors other than the cost of materials, such as (but not limited to) office overheads, bidding and procurement costs, financing costs and profits.
- 15.5.2 Customs duty is leviable in India on the International price of imported materials at the time and place of delivery of such goods in an arms length transaction. The CONTRACTOR is advised that for the purpose of calculating Customs Duties on imported materials, the Supplier's invoice(s) of the relative materials will ordinarily constitute the arms length price and that the Customs duties would ordinarily be payable on that price plus the cost of freight and insurance.
- 15.5.3 In this context, it has been decided to split the Price of imported supply so far as is payable in foreign exchange, into two parts namely, "the CIF value of imported materials" (under Price of MATERIALS in Schedule of Prices) and "Procurement and other charges" (under Price of SERVICES in Schedule of Prices) . The CIF value of imported materials indicated in the Bid is expected to indicate the CIF value of the imported materials as represented by the Supplier's invoice(s). Under the head "Procurement and other charges" bidders are expected to indicate all other amounts payable by the OWNER to the CONTRACTOR in Foreign Exchange towards the Lumpsum Price of Materials with reference to the supply of imported materials.
- 15.5.4 Payment for imported materials to the extent of the CIF value of the materials as indicated in the Bill of Materials will be made on the basis of the Supplier's Invoice(s) which shall, without prejudice to CONTRACTOR's full obligations to the OWNER in

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respect of such materials, be drawn on the OWNER CONTRACTOR to whom the materials shall be consigned by the Supplier, although payment of the Supplier's invoice(s) shall be made directly to the CONTRACTOR, who will be exclusively liable to pay the Supplier. Freight on these supplies {to the extent not already included within the Supplier's invoice(s)} shall be paid against the CONTRACTOR's invoice(s) raised on the OWNER in this behalf. The balance Foreign Exchange payable on the Price of Materials shall be payable under the head "Procurement and other charges" and the shortfall or excess (if any) between the CIF value of relative imported materials as indicated in the Bill of Materials and the aggregate value as derived from the Supplier's invoice(s), and the CONTRACTOR's invoice(s) for freight, shall be released or adjusted, as the case may be, against the CONTRACTOR's invoice(s) therefore drawn for "Procurement and other charges".

15.5.5 Should the total value of suppliers invoice(s), and the CONTRACTOR's invoice(s) for freight on the imported materials, in fact exceed the total CIF value for imported materials resulting in the OWNER having to reimburse duties of customs in excess of the customs duties (including countervailing duty and special duty) payable by the OWNER on the CIF value along with insurance component, the CONTRACTOR shall pay and bear such excess customs duties (including countervailing duty and special duty)

15.5.6 Payment for indigenous materials to the extent indicated in the Bill of Materials shall be made on the basis of CONTRACTOR's invoice

15.6 All bank charges of bidder's bankers shall be to the Bidder's account and all Bank charges of OWNER's bankers shall be to OWNER's account.

## 16.0 INDIAN AGENT'S COMMISSION




16.1 Each bidder shall be required, along with the bid to give a declaration in **Annexure-1.10** that no Indian Agent is involved in the transaction. Further, the Bidder shall be deemed to have represented to the OWNER / PDIL that it has not paid any commission whatsoever to any person, whether towards agency commission or otherwise, for the purposes of submission of its Bid.

## 17.0 NUMBER OF BIDS

17.1 A bidder shall on no account submit more than one bid either directly or indirectly.

17.2 A bidder shall be deemed to have submitted an indirect bid if (i) the bidder is a consortium member in an another independent bid or (ii) a subsidiary (partly or wholly owned) of the bidder is participating as a direct or consortium member in an another independent bid.

17.3 If a bidder makes more than one bid and/or directly or indirectly participates in another bid as contemplated under 17.2 above, all the bids of the bidder, including the bid of the bidder in whose bid the first named bidder has directly or indirectly participated, may be considered as cartel bids and may be rejected. If the factum of such bid(s) is discovered after the notification of award, the resultant contract shall be liable to be terminated

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pursuant to the provisions for termination contained in the General Conditions of Contract.

## 18.0 CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid, all documents must be immediately returned to OWNER

## 19.0 TAXES AND DUTIES




- 19.1 The prices in case of foreign as well as Indian bidders shall include all duties, taxes and levies etc. including but not limited to customs duty, or all applicable taxes & duties under GST, personnel and corporate tax as applicable.
- 19.2 Bidders are required to ascertain themselves the prevailing rates of customs and all applicable taxes & duties under GST including income tax rates as applicable on the scheduled date of submission of price bids and OWNER would not undertake any responsibility whatsoever in this regard. However, due to any subsequent change in law, liability of the OWNER as regards to payment of duties and taxes would be governed by Clause 13.0 of Special Conditions of Contract on subsequent legislation.
- 19.3 The payment towards all Indian Taxes and duties will be reimbursed by OWNER in Indian rupees at actuals limited to the amount indicated in their bid except for statutory variation which shall be governed by clause no 13.0 of Special Conditions of Contract.
- 19.4 CONTRACTOR shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies applicable, on performance of WORK under CONTRACT, outside OWNER's country. CONTRACTOR shall also be responsible for payment of all taxes, duties and levies such as custom duty, GST, (including those taxes payable on reverse charge mechanism) income tax, etc. as applicable on performance of WORK under CONTRACT, in India. All such taxes, stamp duties, licence fees, and other such levies applicable shall be quoted in the format, **Schedule of Prices/BOQ (Excel File), Annexure 1.2.**

Any changes in statutory rules and regulations under GST regime shall be followed by CONTRACTOR.

## 19.5 Except as specifically provided to the contrary in the SPECIAL CONDITIONS OF CONTRACT:

- The CONTRACTOR shall within the price of materials and scope of supply be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any goods, equipment or materials imported into India or within any local limits for permanent incorporation in the work(s), and on materials sold and supplied to the OWNER pursuant to the CONTRACT.
- The CONTRACTOR shall within the price of services and scope of services be liable to pay and bear any and all duties, taxes, levies and cesses lawfully payable on any



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goods or equipment imported into India or within any local limits for use in the performance of the work(s), and on services performed pursuant to the CONTRACT.

- (iii) The CONTRACTOR shall be liable for and shall pay any and all Indian fees, taxes, duties, levies and cesses including education cess etc., assessable against CONTRACTOR in respect of or pursuant to the CONTRACT.
- (iv) In addition, the CONTRACTOR shall be responsible for payment of all Indian duties, levies, and taxes etc., assessable against the CONTRACTOR or CONTRACTOR'S employees or SUB-CONTRACTOR'S whether corporate or personal or applicable in respect of property.
- (v) Applicable BOCW shall be included in the quoted TOTAL CONTRACT PRICE. The contractor shall pay the cess under BOCW Act for subject works and submit proof of submission of cess to owner before submitting the next R.A. bill. In case, contractor does not submit the said proof, applicable BOCW shall be deducted at source by the OWNER from the contractor's invoice and deposit the deducted amount to the concerned authority. OWNER does not undertake any further responsibility in this regard.




#### 19.6 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

The CONTRACTOR shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by the CONTRACTOR, his agents, SUB-CONTRACTORS and Suppliers and its/their respective employees for or in relation to the performance of this CONTRACT. The CONTRACTOR shall be deemed to have been fully informed with respect to all such liabilities and shall further be deemed to have consideration and included the same in his bid and the Lumpsum Price shall not be varied in any way on this account.

#### 19.7 TAX INDEMNITY




It will be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to Customs Duty/GST on the manufacture, sale, import and/or supply of any material to OWNER and/or applicable under GST on the services performed by the CONTRACTOR pursuant hereto. The CONTRACTOR shall keep the OWNER indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by the Court or Customs 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.

- 19.8 The CONTRACTOR confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its CONTRACT PRICE. In case, CONTRACTOR has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and

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CONTRACTOR has to pay such taxes, duties, levies etc., OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to CONTRACTOR.




- 19.9 The CONTRACTOR shall be responsible for payment of any tax levied on the transfer of property and goods involved with relevant GST act and rules made there under including amendments, if any. The CONTRACTOR shall be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and any taxes/ duties/ levies being charged by the CONTRACTOR would be claimed by issuing proper tax invoice/challan indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention correct and valid registration number(s) on all tax invoices raised to OWNER.
- 19.10 Any other taxes / duties in relation to this CONTRACT, which in terms of relevant legislation is the liability of CONTRACTOR, is discharged by OWNER, would be recovered from the CONTRACTOR from any subsequent payment due to the CONTRACTOR.
- 19.11 In case of award of CONTRACT to a foreign Contractor the CONTRACTOR shall take all reasonable steps available to it and comply with all formalities to get the CONTRACT registered with the appropriate Indian custom authorities
- 19.12 In case of award of CONTRACT to a foreign Contractor, the CONTRACTOR shall be responsible on completion of CONTRACT or whenever required to undertake customs reconciliation work with Indian custom authorities and finalise the customs assessment by furnishing the necessary technical documents, technical information etc. to the said authorities.
- 19.13 INCOME TAX
- 19.13.1 CONTRACT PRICE shall be inclusive of any and all Indian Income Tax payable in India. OWNER shall deduct Indian Income Tax or any other tax and surcharge as applicable as per rates prescribed for such contracts from time to time, from the payments due to CONTRACTOR and issue tax deducted at source certificate to CONTRACTOR. It is the responsibility of the CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to its income tax assessments and to keep the OWNER informed about their assessments.
- 19.13.2 Personal income tax payable, if any, in respect of salary and perquisites of CONTRACTOR's personnel / SUB-CONTRACTOR's personnel in India shall be payable by the individual so deputed by CONTRACTOR or SUB-CONTRACTOR. It is the responsibility of the individual or CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to income tax assessments of its personnel and to keep the OWNER informed about their assessments.

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## 19.14 CUSTOM DUTY

Notwithstanding anything mentioned regarding custom duty in GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT or any other portion of NIT, the following provisions regarding custom duty shall apply under this LSTK Contract.

- i. **Customs Duty on merit rate basis** for imports of materials shall be shown separately under section of taxes and duties in BOQ and the same shall be subject to the provisions as indicated in PREAMBLE TO SCHEDULE OF PRICES ( Annexure 1.2).
- ii. CONTRACTOR shall be responsible for all customs clearance at his cost.
- iii. Statutory variation in rate of Customs duty shall be paid Customs duty shall be paid to the CONTRACTOR as per existing NIT
- iv. CONTRACTOR shall be responsible for payment of custom duty, EC, SHEC and IGST for imports.
- v. The CONTRACTOR shall pay the Customs Duties on the assessable value of materials envisaged to be imported for the purpose of permanent incorporation in the Works. The IGST shall be paid on the CIF value along with the Customs Duties and EC and SHEC taken together. The CONTRACTOR shall be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the Bill(s) of Entry and other documents required for import and/or clearance of the goods. The CONTRACTOR shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard. The customs duty, EC, SHEC and other import duties payable on the CIF value of materials imported and IGST payable calculated on the CIF value and Customs Duties, EC, SHEC taken together for the purpose of permanent incorporation in the work shall be paid directly by the CONTRACTOR and are included in price of supplies.
- vi. The CONTRACTOR shall provide the OWNER with all necessary documents like Bill of lading, Bill of Entry, Invoices etc. These documents should have reference that "the material imported is intended for use of "COAL TO AMMONIA NITRATE Project of OWNER, " in case OWNER is entitled to avail any exemption and/or reduced custom duty.
- vii. The CONTRACTOR shall appoint a Customs House Clearing Agent of good standing and ensure speedy customs clearance.
- viii. The CONTRACTOR shall be responsible to register the Import License with Customs Authorities at the Port of Import, and to answer and sort out technical queries(if any) raised by Customs Authorities in regard to any import(s).
- ix. All imported materials shall be 'billed to and shipped to' in the name of CONTRACTOR.

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- x. As the above statutory provisions are frequently reviewed by Government of India (GOI), the CONTRACTOR is advised to check the latest position in their own interest and OWNER will not bear any responsibilities for any incorrect assessment of statutory levies by the CONTRACTOR.

#### 19.14 GST

- 19.14.1 Notwithstanding anything to contrary contained in the CONTRACT, Contractor's right to payment under the CONTRACT is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST act.

In case of Bought out items to be dispatched directly from sub-vendor's works to Owner's site, the CONTRACTOR shall ensure that his sub-vendors raise tax invoice under the provisions of GST Law, billed to the CONTRACTOR and shipped to Owner's site.




CONTRACTOR shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate Government within the time limit prescribed under the GST Law. In the event of any default, CONTRACTOR shall be liable to pay the amount, if so imposed on Owner due to such default.

CONTRACTOR should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions of road permit will continue till such time if applicable.

OWNER will deduct GST at source at the applicable rates in case transactions under the CONTRACT are liable to GST deduction at source as per the prevailing provisions of GST Law.

If OWNER is required to pay any quoted Tax / Duty on REVERSE CHARGE basis, same shall be paid by OWNER directly to tax authorities and deducted from the respective head of Taxes and Duties quoted in the bid.

- 19.14.2 There will be no materials under the scope of Contract which will be consigned to Owner, unless otherwise specifically mentioned elsewhere in the tender. The Owner will not issue / provide Road permits/e-way bill to the Contactor except in respect of material directly purchased by the Owner.
- 19.14.3 If, any delay is arising in payment against the invoice due to fault of CONTRACTOR and any reversal of input tax arises due to delay payment of invoice the same will be recovered from supplier along with interest as paid by OWNER due to reversal.
- 19.14.4 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed at any stage even after supplier order /award of work issued, OWNER has right to reject the supply order/letter of award. OWNER shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OWNER.
- 19.14.5 In case CBIC (Central Board of Indirect tax and Customs)/ any equivalent government agency brings to the notice of OWNER that the Supplier of Goods has not remitted the

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amount towards GST (CGST & SGST/UTGST or IGST) collected from OWNER or any other person to the government exchequer, OWNER reserve the right to upload such defaulter on website and may also consider for giving holiday/debarring from participating tenders.

19.14.6 The amount of Statutory levies like, CGST, SGST & IGST will be released when the same will appear in the GSTR-2A of OWNER, in the common portal of GST and after submission of documentary evidence of the deposition of GST taxes and filing of GST returns. If, inverse tax credit is not available to OWNER for any reason attributable to the bidder, then OWNER shall not be obligatory or liable to pay or reimburse Custom Duty/ GST claimed in invoice and shall be entitled to deduct /setoff/ recover such custom duty and/or GST together with all the penalty and interest if any, against any paid or payable to bidder. Further in this case, OWNER reserves the right to upload the name of such defaulter on the Company website and may also consider for giving Holiday or debarred from participation in future tender.

19.14.7 CONTRACTOR declares that:

1. CONTRACTOR shall ensure timely submission of invoice(s) as per rules/ regulations of GST (section 31 of CGST Act 2017 along with rule 46 & 47 of CGST Rule, 2017) with all required supporting document(s) within a period specified in Contracts/ LOA to enable OWNER to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
2. CONTRACTOR would promptly pay GST, as per law, for the supplies made to OWNER and would upload returns within the prescribed time to enable OWNER, to avail the input tax credit [ITC].
3. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to OWNER as per GST provisions.
4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, OWNER is well within its powers to withhold payments, especially the tax portion, until CONTRACTOR corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
5. If, as a result of any delay or default on his part, OWNER, is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
6. In case GST credit is delayed/ denied to OWNER reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to OWNER, GST amount shall be recoverable from CONTRACTOR along with interest levied/ leviable on OWNER.
7. In the event of delay getting ITC to OWNER, due to reasons attributable to the CONTRACTOR, OWNER., reserves the right to recover interest at 12% on the tax



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credit so available for the number of days the ITC was delayed. OWNER may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, OWNER will raise Invoice/Debit note on the CONTRACTOR.

8. OWNER reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the CONTRACTOR in complying with the above requirements as per GST and CONTRACTOR shall be put under Holiday list as mentioned in the Contract.
9. Advance payments: CONTRACTOR should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
10. Anti-profiteering: CONTRACTOR agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to OWNER.
11. Any GST liability arising on OWNER under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
12. Contractor will give an undertaking on invoice or as separate annexure along with invoice in following format; "Applicable GST returns has been/ will be uploaded in GST Portal with due time as prescribe in CGST Act and CGSAT, SGST or IGST has been deposited as per provisions of GST Act and rules thereon".




## **20.0 BIDDING DOCUMENTS AND DEVIATION**

20.1 Bidders shall confirm compliance to Bidding Documents.

20.2 It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. OWNER reserves the right to reject as non-responsive any bid containing deviation(s).

20.3 As it is a "Zero Deviation Tender" wherein Bid with deviation shall not be accepted, Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in NIT. 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.

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20.4 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 delivered by hand or by e-mail in the format provided in Bidding Forms so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to concerned persons specified in LIB, to enable Consultant to prepare replies to the queries in the same format expeditiously.

20.5 The bidders are required to participate in the pre-bid meeting after going through the entire bidding document along with PQC. 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 PQC (if any). In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.

20.6 Replies to the pre-bid queries / Conclusion agreed in this meeting shall be uploaded under Addendum/Amendment section as "Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries" on **CPP Portal (<https://eprocure.gov.in/>)**. Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries shall be considered as part of enquiry document (if any).




20.7 Any modification of the Bidding Document, which may become necessary as a result of the prebid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment at the Portal.

Based on the pre-bid discussions and thereafter issuance of Addendum/Amendment/Clarification (if any), Letter of Waiver of Conditions / Deviations, as per **Annexure- 1.6**, shall be signed and submitted by the bidders as part of their offer. After bid submission, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying with bidding document requirements and Consultant shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

20.8 Technical/ Commercial queries (TQ/CQ) shall not be issued once the bids have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised (Only once in case of Pre-Qualification Criteria) and the cut-off date given for CQ/ TQ replies shall be adhered to. So far as the submission of documents is concerned with regard to Pre-Qualification Criteria, if the bidder has submitted /mentioned about an order without its completion/performance certificate (or vice-versa), the shortfall document is asked for and considered. **However, no new order (i.e. order without any reference in the original submitted bid) is asked for so as to qualify the bidder.**




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 by Owner/Consultant.

20.9 Bidder is advised to visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing 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.

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- 20.10 Bidder and any of its personnel will be granted permission by Consultant/ 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 Consultant/ 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 LIB for schedule and contact details related to site visit.
- 20.11 Examination of bids and determination of responsiveness
- 20.11.1 The OWNER's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the OWNER will determine whether each Bid:-
- Meets the "Pre-Qualification Criteria" of the Bidding Documents;
  - Has been properly signed;
  - Is accompanied by the required 'Earnest Money';
  - Is substantially responsive to the requirements of the Bidding Documents; and
  - Provides any clarification and/or substantiation that the OWNER may require to determine responsiveness pursuant to Clause-20.11.2 of this ITB.
- 20.11.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose OWNER defines the foregoing terms below:-
- "Deviation" is departure from the requirement specified in the tender documents.
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 20.11.3 A material deviation, reservation or omission is one that,
- If accepted would,
    - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - Limit, in any substantial way, inconsistent with the Tender Document, the OWNER's rights or the tenderer's obligations under the proposed Contract.
  - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 20.11.4 The OWNER shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.



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## 21.0 SUBMISSION OF BIDS

21.1 The Bid shall be submitted in electronic format (through CPP portal) as per given time schedule.




### 21.2 Instruction for Online Submission of Bid

Instructions to the Bidders to submit the bids online through the e-tendering website i.e. **Central Public Procurement (CPP) Portal** Government of <https://eprocure.gov.in/eprocure/app> (if, needed, CPP Portal helpline number should be used for latest update in this regard).




1. Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. **No other mode of Bidding shall be allowed.**
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement / e-tender portal is a prerequisite for **e-tendering**.

**Foreign Bidders to visit CPP website (<https://eprocure.gov.in/eprocure/app>) for procedure for obtaining Digital Signature Certificate (DSC).**

3. Bidder should do the enrollment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
4. Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
5. Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any certifying authority recognized by CCA India on eToken / Smart Card, should be registered.
6. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
7. Contractor/Bidder may go through the ITB / tenders published on the site and download he required ITB documents/schedules for the tenders he/she is interested.
8. After downloading /getting the ITB / Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
9. If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.




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10. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / Smart Card to access DSC.
11. Bidder selects the tender which he / she is interested in by using the search option & then moves it to the 'my tenders' folder.
12. From my tender folder, he / she selects the tender to view all the details indicated.
13. It is construed that the Bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
14. 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/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
15. If there are any clarifications, this may be obtained through the sites, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
16. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission, this will facilitate the bid submission process faster by reducing upload time of bids.
17. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the TIA, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
18. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets/Covers.
19. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
20. 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 submitted bid will not be acceptable.
21. The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids

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and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

22. The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
23. If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
24. The Bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
25. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
26. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
27. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
28. 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
29. The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Data storage encryption of sensitive fields is done.
30. The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
31. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

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- 21.3 Bidder can also download the Tender document from CPP portal <https://eprocure.gov.in/eprocure/app/> PDIL Website <https://www.pdilin.com> / CIL website <https://www.coalindia.in> / BHEL website <https://www.bhel.com>

However, Bid must be submitted by the bidder through e-tendering website only i.e. **Central Public Procurement Portal (CPPP)** Government of India (<https://eprocure.gov.in/eprocure/app>) on or before bid due date and time mentioned in the Letter Inviting Bid (LIB).

- 21.4 **Physical Bid, Bid through e-mail/Post/Fax/CD etc. are not permitted.** The electronic bids (e-bids) submitted online through above Central Public Procurement Portal (CPPP) of Government of India shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including Priced bid on above Central Public Procurement Portal (CPPP) of Government of India only.

- 21.5 However, in addition to submission of e-bids as above, bidders are required to submit **original the documents mentioned at COVER- 1 , Clause 21.6.1**

The documents shall be in a sealed envelope which should reach on or before the e-Bid submission Due Date and time at the address mentioned below.

Titled as “**Original Documents for NIT No..... and Name of the Project .....**”

Projects & Development India Limited,  
(Materials Management Department)  
P.D.I.L Bhawan, A-14, Sector-1,  
Noida , (India)

**Attention:**

Ms. Anjali Thakur  
Dy. General Manager (MM)  
E-mail: [anjali@pdilin.com](mailto:anjali@pdilin.com)/ [mksenapati@pdilin.com](mailto:mksenapati@pdilin.com)




- 21.6 The Bid shall be submitted in **Three (03) COVERS** in respective folders provided in the e-tendering website.

Bidders to upload the documents strictly in the respective folders at the designated place in the e-tendering website. Non Compliance to the same may lead to rejection of their offer.

Bidder is required to upload in e-tendering portal the scanned copy of the following documents along with the e-bid:

- 21.6.1 **COVER- 1** – It shall contain the scanned copy of the following

- Earnest Money Deposit (EMD) / Bid security.
- Pre signed Integrity Pact
- Power of Attorney (PoA)
- Undertaking from TPIA

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**21.6.2 COVER- 2 -** It shall contain Pre-qualification Bid and Technical & Unpriced Commercial Bid to be submitted in TWO PARTS as follows:

**PART-I.**




**Pre-Qualification Bid: (Refer Appendix-1 of Letter Inviting Bid)**

i.	Letter of submission and synopsis of the proposal
ii.	Organization Profile covering (a) Name & address of the organization with telephone, fax, e.mail nos. with contact persons (b) history & structure of the organizations with names of directors & chief executives of bidder (in case of single bidder) / all members of consortium (in case of consortium bid).
iii.	Copy of Article of Association of the Company or Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company of bidder (in case of single bidder) / all members of consortium (in case of consortium bid).
iv.	Copies of documentary proof in support of "Technology Criteria" as per Pre-Qualification Criteria (PQC) requirement.
v.	Copies of documentary proof in support of "Experience Criteria" as per Pre-Qualification Criteria (PQC) requirement.
vi.	Financial details in support of "Financial Criteria" as per Pre-Qualification Criteria (PQC) requirement, as per Annexure 1.18.
vii.	A copy of Letter of support/MOU/ letter of undertaking by the Process Licensor(s) to the Bidder stating clearly that the Process Licensor(s) will provide the respective Process License and Basic Design to the Bidder in case they are successful for award of the contract for the said Project.
viii.	A declaration shall be submitted to the effect that Bidder/Consortium members shall not be under Blacklisted, liquidation, court receivership or similar proceedings as per Annexure -1.16
ix.	Power of Attorney of Bid Signatory from the competent authority as per Annexure-1.14
x.	Consortium Agreement as per Annexure-1.15 (in case of Consortium Bid)
xi.	Undertaking from TPIA as per Annexure-1.19

**PART-II.**

Technical and Unpriced Commercial Bid shall contain following Sections:

<b>SECTION-I:</b>	i.	Bid Form as per Annexure-1.1
	ii.	Commercial Questionnaire as per Annexure-1.3
	iii.	Contents of Bid and Check List as per Annexure-1.4
	iv.	Format for bidder's queries for Pre Bid Discussion as per

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		Annexure-1.5.
	v.	Letter of Waiver of conditions/deviations as per Annexure-1.6
<b>SECTION-II</b>	vi.	Bidder's Proposed Schedule as per Annexure-1.7.
	vii.	Declaration by the Bidder regarding bidding document as per Annexure-1.8
	viii.	Proforma of certificate of non-involvement of Indian Agent as per Annexure-1.10
	ix.	Earnest Money Deposit (EMD) as per Annexure-1.11
	x.	Format of undertaking from TPIA as per Annexure-1.19
<b>SECTION-III</b>	xi.	Format for authorisation to DSC holder as per Annexure-1.20
	xii.	Format integrity pact as per Annexure-1.21
	xiii.	Proforma For Code of Integrity For Public Procurement (CIPP) as per Annexure-1.23
	xiv.	Public Procurement (Preference To Make In India) Policy Undertaking as per Annexure 1.24 (Form-A)
	xv.	Provision for Procurement from a bidder which shares a land border with India as per Annexure1.25
	xvi.	Declaration regarding domestically manufactured Iron & Steel Products as per Annexure1.26A
<b>SECTION-IV</b>	xvii.	Complete Bidding Document and all technical and commercial amendments/addendums if any issued, digitally signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid
<b>SECTION-V</b>	xviii.	Technical Details/ documents specified under "Technical Information Required along with Bid"
	xix.	Any other information required in the Bidding Documents or considered relevant by the Bidder.




For convenience, the Bid shall be compiled in the form of Specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial Unpriced Bid.

## **21.6.2 COVER- 3 – PRICE BID**

21.6.2.1 The Prices are to be submitted strictly as per the Excel format as indicated in the Bid document (BOQ / Schedule of Price /Price Bid) of the Tender documents. OWNER/PDIL shall not be responsible for any failure on the part of the bidder to follow the instructions.

21.6.2.2 Bidders are advised NOT to mention Rebate/Discount separately, either in the BOQ / Price Bid format or anywhere else in the offer. In case Bidder(s) intend to offer any



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Rebate/Discount, they should include the same in the item rate(s) itself under the “BOQ / Price Bid” and indicate the discounted unit rate(s) only.

21.6.2.3 If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

21.6.2.4 In case, it is observed that any of the Bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

21.6.2.5 In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

## 22.0 DEADLINE FOR SUBMISSION OF BIDS

22.1 Bids must be submitted not later than the time and date as specified in the Letter inviting Bid. OWNER/PDIL shall not be responsible for the loss of offer/bid in transit or for any postal delays in transit. Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered

22.2 The OWNER may extend this deadline for the submission of Bids by amending the NIT documents in accordance with Clause No. 4.0 of this ITB. In such case all rights and obligations of the OWNER and Bidders under this NIT shall be subject to the extended deadline.


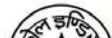

## 23.0 OPENING OF BIDS

23.1 OWNER will open Bids in the presence of Bidder's representatives who choose to attend at Date and time specified on cover page of NIT or as informed by OWNER. The Bidder's representative(s) present during the Bids opening shall sign a “Bids opening Status” sheet evidencing their attendance.

23.2 The Bidder's name, modifications, Bid withdrawal and the presence or absence of the requisite EMD and such other details, as the OWNER at its discretion may consider appropriate, will be announced during Bids opening.

23.3 The Bids shall be opened and evaluated in two stages:

23.3.1 Stage-I: Opening & Review of EMD, Pre-Qualification Bid, Technical and Un-priced Commercial Bids

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The OWNER will review the Bank Guarantee (BG)/DD/Banker's Cheque submitted by Bidder against EMD, with respect to:

- its value,
- validity
- issuing Bank.
- The format attached with the tender document.
- Whether the BG has been issued in favour of the bidding company

In case, the Bidder has not submitted the EMD or the BG submitted by the Bidder is not as per the requirement of NIT with respect to the above mentioned parameters, the Bids submitted by them may be rejected.

If the EMD submitted by the Bidder is found to be in order with respect to above mentioned parameters but if there is a minor deviation with respect to the format enclosed with the NIT, the OWNER may at its discretion inform the Bidder who shall have to rectify the same before the date of opening of the Price Bid. In case the Bidder fails to rectify the EMD, it's Bids will be rejected and the Bidder will be informed to take back its Bid, including the Price Bid.

Thereafter, OWNER will open Pre-Qualification Bid, technical and un-priced commercial Bids of those Bidders, whose EMD, is found to be in order as described here above.




OWNER/PDIL will first review Pre-qualification bid. Technical and Un-priced Commercial Bids shall be evaluated only for those bidders whose bid is found to be Pre-qualified based on the Pre-qualification Criteria.

### 23.3.2 Stage – II: Opening of Price Bid

The date of the opening of the Price Bid shall be intimated to technically and commercially acceptable Bidders via CPP Portal. Bidders, willing to witness the Opening, may do the same by logging into CPP Portal. A summary of Bid opening can also be seen on the Portal.

**The evaluation of the priced Bids shall be done as described under Clause No. 28.0 of the NIT.**

- 23.3.3 If the Bids as judged by the OWNER are unresponsive, the NIT may be declared void and a new procedure for selection of CONTRACTOR as deemed appropriate by OWNER may be adopted.

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## 24.0 POLICY FOR BID UNDER CONSIDERATION

Bids shall be deemed to be "Under Consideration" immediately after they are opened and until such time that the official intimation of award / rejection is made by the OWNER to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the OWNER and/or his employees / representatives on matters related to the bids under consideration.

The OWNER, if necessary will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personnel contact as may be necessary. The Bidder will not be permitted to change the substance of the bid after the bid had been opened.

## 25.0 DEPUTATION OF REPRESENTATIVE FOR TECHNICAL & COMMERCIAL DISCUSSIONS

After opening of the Bids, to assist in the examination, evaluation and comparison of Bids, OWNER may, at its discretion, ask the Bidder for clarification on its Bid. The request for such clarification and the response shall be in writing either through fax or email.

Further OWNER may ask BIDDER to visit OWNER's/PDIL's office for technical, commercial or financial clarifications.

BIDDER is expected to undertake such visits and participate in such meetings as and when called by the OWNER. All costs related to such visits shall be borne by BIDDER.

## 26.0 VALIDITY OF BID




26.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the OWNER for rejection of his bid. The OWNER shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the OWNER.

26.2 The bids should be kept valid for acceptance for a period of **365 days from the last date of opening of Unpriced Technical and Commercial Bids.** A Bid valid for shorter period may be rejected by the OWNER as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid period, the OWNER may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by telefax or by E-mail.

26.3 In the event of OWNER seeking extension of period of validity of the Bids, the validity of EMD shall also be suitably extended.

26.4 A Bidder agreeing to the request of OWNER seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD

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correspondingly. However, Bidders request for revision/adjustment of Priced Bid under such circumstances will not be considered by the OWNER. The provisions of Clause-10.0 regarding discharge and forfeiture of EMD shall continue to apply during the extended period of Bid Validity

## 27.0 Deleted

## 28.0 EVALUATION AND COMPARISON OF BIDS

### 28.1 The financial L1- comparison shall be based on the following:

- i. NPV of TOTAL LSTK PRICE/ CONTRACT PRICE inclusive of all taxes & duties as per clause 28.1.1

**Plus (+)**

- ii. NPV of Works Cost as per clause 28.1.2

**Plus (+)**

- iii. NPV of O&M Cost per clause 28.1.3

#### 28.1.1 TOTAL LSTK PRICE (CAPEx)




TOTAL LSTK PRICE shall mean the total price inclusive of all taxes and duties as quoted by the bidder in the Price Bid/Schedule of Price/BOQ. It will be discounted at the rate of 10.0% p.a., as per the Monthly Payment Schedule submitted by the Bidder for the implementation period using NPV formula. The Price Bid shall also be provided with a format for filling up the month-wise % (up to two decimal places) in above Monthly Capped Payment Schedule (MPS).

The Bidder shall furnish, in the Price Bid, month-wise payment schedule of its LSTK Price for 42 months in Foreign Currency (FC) and Indian Currency (IC). The month-wise phasing of expenditure indicated by Bidder will be used for evaluation and form part of the CONTRACT for capping the monthly payment based on the actual progress of work. The cash flow curve has to be given by the bidders considering monthly payment schedule given elsewhere in the tender (e.g. payment within 30 days up to the stage of commissioning and payment of final bill within 84 days)

#### 28.2.2 Loading toward Works Cost (OPEx)

- a) Bidder shall furnish the Guaranteed Consumption Figures of Raw Materials and utilities as specified in Schedule of Price/BoQ,
- b) The differential Works Cost at rated capacity (in comparison to bidder quoting the lowest Works Cost) considering 330 days per year will be calculated and will be discounted at the discount rate of 10.0% p.a. for the period of 25 years of operation starting from PRELIMINARY ACCEPTANCE.

The NPV of differential works cost so obtained on achieving PRELIMINARY ACCEPTANCE (42 months) shall be further discounted at the rate of 10.0% p.a to arrive at present value i.e. month zero.

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### 28.2.3 O&M Cost

The cost will include O&M Service Cost and Mandatory spare cost, which will be discounted at the rate of 10.0% p.a for O&M period of 120 months. For Mandatory spares, 20% of the spare cost will be considered on zero date and balance spare cost will be divided equally for the 10 years period and evaluated accordingly.

- 28.3 To facilitate evaluation and comparison of prices, the OWNER will convert all bid prices expressed in foreign currency into Indian rupees at reference rate of the concerned foreign currency, available on RBI website, on the date of opening of price bids. If the bid opening date happens to be a bank holiday then the rate of previous working day would be considered.

### 29.0 PRICE VARIATION

The Bidder shall quote firm prices/ rates in the “Schedule of Prices (Annexure-1.2)”. Firm prices/rates shall not be subject to any escalation during the contract period except as otherwise specifically provided in the NIT/ Contract documents. Bids with variable prices shall be disqualified.

### 30.0 REBATE




- 30.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the price bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of price bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

### 31.0 CONTACTING OWNER

- 31.1 A bidder shall not contact the OWNER on any matter relating to his bid from the time of priced bid opening to the time that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER in the OWNER’s decisions in respect of bid evaluation or contract award will result in the rejection of that bidder’s bid.

### 32.0 AWARD OF CONTRACT

- 32.1 Subject to ITB Clause 34.0, the OWNER will award the CONTRACT to the successful Bidder whose Technical and Commercial bid has been determined to be substantially responsive and Price Bid to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the CONTRACT satisfactorily.
- 32.2 After selection, LETTER OF ACCEPTANCE (“LOA”) shall be released by the OWNER to the selected Bidder.
- 32.3 The Bidder shall enter into a Contract Agreement with the OWNER as per clause 33.0, failing which the Bid Security/EMD is liable to be forfeited.

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- 32.4 OWNER reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.
- 32.5 The mode of contracting with the successful bidder will be a Single LSTK contract on **“Work Contract Service” basis.**
- 32.6 The subject job is not splittable / divisible




### 33.0 SIGNING OF CONTRACT AGREEMENT

On acceptance of the bid of the successful bidder by the OWNER, such bidder shall be informed about it and a LETTER OF ACCEPTANCE (“LOA”) issued. The successful bidder will be required to give his unconditional acceptance in writing to LOA within 15 (fifteen) days, in absence of which the LOA shall be considered Deemed Accepted. The date of issue of LOA shall be considered as EFFECTIVE DATE of the CONTRACT. Thereafter a contract agreement as per **Annexure 1.9** shall be executed between the OWNER and the BIDDER within fifteen (15) days from date of acceptance of LOA, CONTRACTOR shall sign the CONTRACT and return it to the OWNER. The copy of the CONTRACT shall be signed by an authorised officer of the CONTRACTOR in whose name Power of Attorney has been issued.

### 34.0 OWNER’S RIGHT TO ACCEPT/REJECT BIDS

- 34.1 The OWNER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of OWNER’s action.
- 34.2 It is observed that many bidders indulge in trading in contracts by entering into undisclosed back-to-back arrangements for the whole or a substantial portion of a CONTRACTOR’s obligations under the contract. Consequently, if a bidder proposes to enter into any such arrangements upon a successful award of work or has in place any such arrangement which will become operative upon the award of work, the bidder must make a complete disclosure of such arrangement or proposed arrangement in its proposal, and all provisions applicable to sub-contractor(s) in terms of bidding documents shall apply to such arrangements.
- 34.3 If the existence of such an undisclosed arrangement is reasonably apprehended by the OWNER in the case of a bidder, the OWNER may reject such bidder’s bid as not responsive.
- 34.4 If such an undisclosed arrangement is discovered after the award of work, such arrangement(s) shall be deemed to constitute an assignment of contract and a ground of termination pursuant to the provisions of termination under the General Conditions of Contract.



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### 35.0 CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE

*(Refer clause 8.0 of GCC)*

### 36.0 GENERAL INSTRUCTIONS

#### 36.1 Suitability of Plant

Before submitting his bid the bidder shall ensure that compliance with any requirements of the specification would not render the plant unsuitable in any respect for the purposes mentioned or inherent in the Specification. Should the Bidder consider that compliance with any requirements of the Specification would render the plant unsuitable, he shall submit a proposal or proposals for modifying the requirements and shall include these in the "Schedule of Deviations" from the specification.

#### 36.2 TRANSFER OF TENDER DOCUMENTS/PROPOSAL

36.2.1 **Transfer of Bid submitted by one BIDDER to another is not permitted. No alteration in the essence of a Bid, once submitted, shall be permitted.**

36.2.2 OWNER reserves the right to verify all statements/information submitted to confirm the Bidder's claim on experience on the performance of equipment offered and capabilities of the Bidder to perform the Scope of Work. OWNER may inspect similar facilities built by the Bidder. Bidder shall co-ordinate and arrange for visit. However all expenses of such visit of OWNER's Officials / OWNER's Representative will be borne by OWNER.

36.2.3 OWNER shall not entertain any correspondence with any Bidder on acceptance or rejection of any Bid.




36.2.4 Oral statements made by the Bidder at any time regarding any matter including quality, or arrangement of the equipment or any other matter will not be considered and will not be binding on the OWNER.

36.2.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

36.2.6 Bidder will furnish the Bid with all relevant information's as called for. Bids with incomplete information are liable for rejection.

36.2.7 The Bid shall be submitted in line with clause wise compliance of this NIT.

36.2.8 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG shall be liable to be forfeited.

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### 37.0 INTEGRITY PACT

Bidders are required to unconditionally accept the "Integrity Pact (IP)", as per Annexure 1.21, (executed on plain paper) and submit the same duly signed on all pages by the bidder's authorized signatory alongwith the bid. **Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the Bid and in such case the Bids shall not be opened.**

### 38.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY

**"Purchase preference"** to Central government public sector Undertaking, Local Content (PP-LC) bidders) shall be allowed as per Government instructions in vogue.

The **"PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY"** is enclosed as Annexure 1.24.

### 39.0 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

Inline with Department of Expenditure's O.M. No. F.6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 1) dated 23.07.2020 and subsequent orders, bidder to submit Certificate as per Form I & II enclosed as Annexure 1.25.

### 40.0 APPLICABILITY OF POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS




The applicability of policy for providing preference to domestically manufactured iron & steel products is enclosed as Annexure-1.26 to Tender herewith. Bidder to submit SELF-CERTIFICATE on Bidder's Letterhead as per Format enclosed as Annexure-1.26A.

### 41.0 CODE OF INTEGRITY FOR PUBLIC PROCUREMENT (CIPP)

The bidders shall submit self- declaration, as per Annexure -1.23, regarding Code of Integrity for Public Procurement (CIPP).

### 42.0 GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING




The guidelines on debarment of firms from bidding is annexed as Annexure- 1.28

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## PART I: COMMERCIAL




### SECTION – 2.0

### GENERAL CONDITIONS OF CONTRACT




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4.0	CONTRACT CONFIRMATION
5.0	MODIFICATIONS IN CONTRACT
6.0	USE OF CONTRACT DOCUMENTS AND INFORMATION
7.0	PATENT INFRINGEMENT AND INDEMNIFICATION
8.0	CONTRACT SECURITY CUM PERFORMANCE GUARANTEE
9.0	Deleted
10.0	MANNER OF EXECUTION OF CONTRACT AGREEMENT
11.0	Deleted
12.0	ASSIGNMENT OR SUBLETTING OF CONTRACT AND SUB-CONTRACTING
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25.0	Deleted
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27.0	PACKING, FORWARDING AND SHIPMENT
28.0	INSURANCE
29.0	GUARANTEES
30.0	LIABILITY FOR ACCIDENTS AND DAMAGES
31.0	Deleted
32.0	Deleted
33.0	TIME EXTENSION OF CONTRACT
34.0	TERMINATION OF CONTRACT
35.0	FORCE MAJEURE
36.0	NO WAIVER OF RIGHTS
37.0	BANKRUPTCY AND LIQUIDATION OF CONTRACTOR OR BUSINESS UNDER RECEIVERSHIP
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41.0	GOVERNING LAWS , LANGUAGE AND MEASURES
42.0	RELEASE OF INFORMATION

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S.N.	DESCRIPTION
43.0	COMPLETION OF CONTRACT
44.0	ENFORCEMENT OF TERMS
45.0	OWNER'S DECISION
46.0	CO-OPERATION
47.0	SUSPENSION OF WORK.
48.0	REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/ DAMAGED/ LOST DURING TRANSIT/ERECTION AND COMMISSIONING
49.0	DEFENCE OF SUITS
50.0	CONTRACTOR'S RESPONSIBILITIES
51.0	PROGRESS REPORTS AND PHOTOGRAPHS
52.0	SPARES
53.0	SECURITY
54.0	CORRESPONDENCE
55.0	MATERIALS AND EQUIPMENTS
56.0	MEASUREMENT, CERTIFYING INSPECTION & PAYMENTS
57.0	UNDER GROUND OBSTRUCTIONS
58.0	REGISTRATION TO THE CONTRACTOR WITH STATUARY AUTHORITIES
59.0	STATUARY APPROVALS
60.0	UTILISATION OF LOCAL RESOURCES
61.0	FUEL REQUIREMENT OF WORKERS
62.0	SURPLUS MATERIAL
63.0	CO-ORDINATION WITH OTHER AGENCIES
64.0	ERECTION OF EQUIPMENT
65.0	ELECTRICAL CONTRACTOR LICENCE
66.0	RENT & ROYALTIES
67.0	GOVT. OF INDIA NOT LIABLE
68.0	SITE CLEANING
69.0	ACCESS TO SITE
70.0	INDEPENDENT CONTRACTOR
71.0	PAYMENT TO THE SUB – CONTRACTOR
72.0	ORDER OF WORKS / PERMISSION / RIGHT OF ENTRY / CARE OF EXISTING SERVICES
73.0	GIFTS, COMMISSIONS,ETC
74.0	LABOUR LAWS-PF, EPF AND ESI
75.0	GENERAL PROVISIONS
76.0	IMPLEMENTATION OF APPRENTICES ACT 1961
77.0	CHANGE IN CONSTITUTION
78.0	ACCESS BY ROAD
79.0	MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE
80.0	OWNER NOT BOUND BY PERSONAL REPRESENTATIONS
81.0	LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP
82.0	ACTION WHERE NO SPECIFICATION IS ISSUED
83.0	CARE OF WORKS
84.0	SPECIAL CONDITIONS OF CONTRACT
85.0	POWER OF ENTRY
86.0	LIENS
87.0	PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA




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## 1.0 SCOPE OF CONTRACT

SUPPLY OF PROCESS LICENSE, BASIC DESIGN AND DETAILED ENGINEERING, PROCUREMENT, SUPPLY, FABRICATION, INSPECTION BY THIRD PARTY INSPECTION AGENCY (TPI) AS APPLICABLE, EXPEDITING, ROUTE SURVEY FOR ODCS, INSURANCE, TRANSPORTATION OF ALL EQUIPMENT / MATERIALS TO WORK SITE, STORAGE, CONSTRUCTION AND ERECTION OF ALL CIVIL, MECHANICAL, ELECTRICAL AND INSTRUMENTATION WORKS, ASSEMBLY AND INSTALLATION, OBTAINING ALL NECESSARY STATUTORY APPROVALS, TESTING, MECHANICAL COMPLETION, PRE-COMMISSIONING, COMMISSIONING, SUSTAINED LOAD TEST RUN, PERFORMANCE GUARANTEE TEST RUN, 120 MONTHS O&M SERVICE, TOTAL PROJECT MANAGEMENT AND HANDING OVER OF SYNGAS PURIFICATION UNIT /PLANT AND ITS ASSOCIATED FACILITIES ON A LUMP-SUM TURNKEY BASIS WITH SINGLE POINT RESPONSIBILITY BASIS.




- 1.1 The Grant of Licence, Carrying out Basic Engineering, Detailed Engineering, Conducting HAZOP / HAZAN/SIL Study and incorporating its recommendation in the Project, Supply of PLANTS and Associated Cooling Towers, EQUIPMENT, Machinery, accessories, auxiliaries, spares and other related items, packing, supplying, arranging comprehensive insurance, primary protection and testing of individual items and assembly where necessary, construction, erection, testing, PRE-COMMISSIONING and Commissioning, PERFORMANCE AND GUARANTEE TEST RUNS as per CONTRACT specifications, supply of final DRAWINGS & DOCUMENTS etc. on LSTK basis.
- 1.2 Arrange services of ocean transportation, carry out the services of port clearance, handling, loading on Tractor/ Trucks and inland transportation up to SITE, comprehensive insurance, unloading, storage at SITE, transportation within SITE, unloading, storage ,handling, site Assembly, fabrication, insulation, painting, testing, arranging commissioning spares, complete services of erection, structural and PRE-COMMISSIONING, COMMISSIONING and PERFORMANCE & GUARANTEE TEST RUNS, SLT for PLANT
- 1.3 The CONTRACTOR shall take all necessary steps and comply with all formalities to get the CONTRACT registered with the appropriate Indian Custom Authorities to have the various imported equipments including spares, assessed as applicable. Any Government Clearances/ Permissions shall be obtained by CONTRACTOR without any additional cost to OWNER.
- 1.4 The CONTRACTOR shall be responsible on completion of CONTRACT or whenever required to undertake Customs reconciliation work with Indian custom authorities and finalise the Customs assessment by furnishing the necessary Technical Documents, technical information etc. to the said authorities.
- 1.5 Any additional equipment whether mentioned or not, but which is necessary for the satisfactory completion of the PLANT allowing subsequent operation and maintenance for achieving the guaranteed performance of the plant shall be supplied, erected and commissioned by CONTRACTOR at no additional cost to the OWNER as though such equipments were originally specified and formed part of scope of WORK.
- 1.6 The scope of CONTRACT shall include supply of spares and consumables, solvents, catalysts, adsorbents, lubricants, chemicals for commissioning, sustained load test run,



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GTR and 120 months operation & maintenance (O&M) Services of the plant. The scope of CONTRACT shall also include Insurance spares and Mandatory spares.

- 1.7 Handing over all spare parts to OWNER item-wise with item tags with information and in the manner desired by OWNER either upon receipt or after PRILIMINARY ACCEPTANCE OF PLANT at option of OWNER. CONTRACTOR shall also give such DRAWINGS, catalogues, sketches and literature that the OWNER shall specify in the CONTRACT.
- 1.8 Completeness of the EQUIPMENT shall be the responsibility of the CONTRACTOR. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being CONTRACTOR'S responsibility) shall be provided by the CONTRACTOR without any extra cost.
- 1.9 The true intent and meaning of these documents is that CONTRACTOR shall in all respects design, engineer, manufacture and supply the EQUIPMENT in a thorough workmanship like manner and supply the same in prescribed time in accordance with the CONTRACT.
- 1.10 The CONTRACTOR shall furnish six (06) copies in English language of technical DOCUMENTS, final DRAWINGS, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues, SOFTWARES and hardwares Editable soft copy for final drawings, CD, shall also be furnished along with above 06 copies. For all the documents and drawings the soft copy is to be given in the form of CD. The CONTRACTOR shall give copies and CD's for each drawing/document as per Part-II, Section-9 of NIT.
- 1.11 The DOCUMENTS to be submitted by the CONTRACTOR shall be firm and final when they are submitted as "As-built". The CONTRACTOR shall be responsible for any loss to the OWNER consequent to furnishing of the incorrect data/drawings.
- 1.12 All dimensions and weights should be in metric system.
- 1.13 All EQUIPMENTS to be supplied and WORK to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/acts of Government of India as may be applicable to the type of EQUIPMENT/WORK carried out and necessary certificates shall be furnished.
- 1.14 The CONTRACTOR shall provide cross-sectional drawings wherever applicable to identify the spare part numbers and their location. The sizes of bearings, their make & number shall also be furnished.
- 1.15 Specifications, design and drawings issued to the CONTRACTOR along with tender specifications and CONTRACT are not sold or given but loaned. These remain property of OWNER or his assignees and are subject to recall by OWNER. The CONTRACTOR, his employees, and SUB-CONTRACTOR and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose, the

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same to any person, firm or corporate authorities, without written permission of OWNER. All such details shall be kept confidential.

- 1.16 CONTRACTOR shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

## 2.0 CONTRACT DOCUMENTS




The term 'Contract Documents' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:

- a) Contract Agreement and its Appendices
- b) Detailed Letter of Acceptance (DLOA)
- c) Letter of Acceptance (LOALOA)
- d) Post-bid amendments
- e) Post bid Clarification and replies exchanged between OWNER and the CONTRACTOR
- f) The "Schedule of Prices" including Supplementary Price, if any submitted, by the CONTRACTOR
- g) Reply to Pre Bid Queries
- h) Part II (Technical) of the NIT document including Amendments, if any to the NIT Documents
- i) E-mails exchanged with CONTRACTOR enclosing technical documents.
- j) Instruction to Bidders including Amendments, if any, to the NIT Document
- k) SPECIAL CONDITIONS OF CONTRACT including Amendments, if any, to the NIT Document
- l) Technical Specifications and Drawings including Amendments, if any, to the NIT Documents
- m) GENERAL CONDITIONS OF CONTRACT including Amendments, if any to the NIT Document
- n) Integrity Pact (IP) signed between the OWNER and the BIDDER/CONTRACTOR

The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.




## 2.1 INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1.1 Notwithstanding the sub-division of the CONTRACT document into these separate documents and/or volumes and/or heads, every part of each separate section/volume/head 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.
- 2.1.2 If in respect of any commercial term or condition, if any provision in the GENERAL CONDITIONS OF CONTRACT is repugnant to or at variance with any provision(s) of the SPECIAL CONDITIONS OF CONTRACT and / or the Agreed Variations or if any

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provision of the SPECIAL CONDITIONS OF CONTRACT is repugnant to or at variance with any provision(s) of the Agreed Variations, and the two cannot be reconciled or otherwise co-exist, then unless a different intention appears, the provision(s) of the SPECIAL CONDITIONS OF CONTRACT shall be deemed to override the provision(s) of GENERAL CONDITIONS OF CONTRACT and the provision(s) of the Agreed Variations shall be deemed to override the provision(s) of the SPECIAL CONDITIONS OF CONTRACT, but only to the extent that such repugnancy in the GENERAL CONDITIONS OF CONTRACT cannot be reconciled with the SPECIAL CONDITIONS OF CONTRACT and/or Agreed Variations or to the extent that such repugnancy in the SPECIAL CONDITIONS OF CONTRACT cannot be reconciled with the Agreed Variations, as the case may be.

- 2.1.3 Without prejudice to the provisions of the GENERAL CONDITIONS OF CONTRACT, whenever in the Bidding documents it is mentioned or stated that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the Lumpsum Price shall be deemed to have included the cost of such performance and/or provision, as the case may be.
- 2.1.4 The MATERIALS, design and workmanship shall satisfy the applicable relevant Indian standards, the job specifications contained herein and the codes referred to by expression or implication. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standard/specification/code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions agreed between OWNER and CONTRACTOR based on good international engineering practice shall be binding on the CONTRACTOR.
- 2.1.5 In the event of any ambiguity or conflict between the Contract Documents listed in clause 2.0 above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 2.0 (CONTRACT DOCUMENTS) above
- 2.1.6 Should there be any doubt or ambiguity in the interpretation of the CONTRACT documents or contradiction therein or should there be any discernable error or omission in any CONTRACT document, the CONTRACTOR shall, prior to commencing the relative work or supply, as the case may be, apply in writing to the Project Manager for his decision for resolution of the doubt, ambiguity or contradiction or correction of the error or making good the omission, as the case may be. Should the CONTRACTOR fail to apply to the PROJECT MANAGER for his decision as aforesaid prior to commencing the relative work or supply, the CONTRACTOR shall perform the said work or make the said supply, as the case may be, at his own risk, and the provisions of Clause 2.1.9 hereof shall apply to any such work performed or supply made by the CONTRACTOR.
- 2.1.7 Notwithstanding anything provided in Clause 2.1.6 hereof above, either the CONTRACTOR or any representative of the OWNER or CONSULTANT may, at any time prior to or during the execution of the work or supply of any material or any part thereof (if the CONTRACTOR has failed to make an application as provided for in Clause 2.1.6), apply to the PROJECT MANAGER in writing for his decision in resolution of any doubt, ambiguity or contradiction or for the correction of any error or for making good the omission as the case may be.
- 2.1.8 The decision of the PROJECT MANAGER on any application under Clause 2.1.6 or Clause 2.1.7 hereof shall be in writing and shall be final and binding upon the

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CONTRACTOR and shall form part of the CONTRACT documents, with the intent that the CONTRACT documents shall be read as though the said decision is and was at all times incorporated therein. It is clarified that in case the Contractor disagrees with the decision of the PROJECT MANAGER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.

- 2.1.9 In the event of the CONTRACTOR performing or executing any work or making any supply at variance with the decision of the PROJECT MANAGER as aforesaid, then such work shall, if the PROJECT MANAGER so consider necessary, be deemed to be a defective work/ supply and the provision of Clause 15.0 of GCC and associated clauses there under shall apply thereto.
- 2.2 Any work or supply shown, indicated or included in any description of the work, plans, drawings, Specifications and/or Price Schedule or other Contract or Bid documents shall be deemed to form part of the WORK and/or supply contracted for, as the case may be, notwithstanding failure to show, indicate or include such work or supply in any other or others among the documents aforesaid with the intent that the indication or inclusion of the work or supply within any one of the said documents shall be deemed to be a sufficient indication or inclusion of the work or supply, as the case may be, within the work and supply covered by the CONTRACT.
- 2.3 No verbal agreement, assurance, representation or understanding given by any employee or officer of the OWNER or so understood by the CONTRACTOR, whether given or understood before or after the execution of the contract, shall any-wise bind the OWNER or alter the CONTRACT documents unless specifically given in writing and signed by the OWNER or by the PROJECT MANAGER on behalf of the OWNER and CONTRACTOR'S authorized representative as an Agreed Variation and amendment of the relative term(s) in the contract documents.
- 2.4 Clause headings given in this or any other contract documents are intended only as a general guide for convenience in reading and segregating the general subject of the various Clauses, but do not form part of the contract documents, with the intent that the Clause headings shall not govern the meaning or import of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.

### 3.0 DEFINITION OF TERMS AND INTERPRETATION




In the CONTRACT, unless the context otherwise requires, the following expressions shall have the following meanings. The singular shall include the plural and the plural include the singular except where the context otherwise requires and the words 'he', 'him', and 'his' shall be taken to mean 'she', 'her' and 'hers' where appropriate.

1. 'APPROVAL' shall mean and include the written approval by the OWNER of a documents, drawing or other particulars in relation to this CONTRACT.
2. 'BATTERY LIMIT' shall mean the outer limits of boundaries of the areas within which the Plants and associated facilities shall be located.
3. 'BID' shall mean the proposal/document that the BIDDER submits in the requested and specified form in the specification in response to this NIT.

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4. 'BIDDER' shall mean the Sole Bidder or Consortium who shall submit or who have submitted the Bid.
5. 'CHANGE ORDER' means an order by which a change is ordered or other notification made to the Contractor in accordance with the CONTRACT.
6. 'CODES' shall mean the following, including the latest amendments, and/or replacements, if any:
  - a) All relevant Indian Acts, and Rules and Regulations made there under;
  - b) ASME Codes
  - c) AIEE Codes
  - d) American Society of Testing of Materials (ASTM) Codes
  - e) Other internationally applicable standards and/or Regulations the subject matter of the CONTRACT.
  - f) Indian Employees Provident Fund Act,
  - g) Pollution Control norms of INDIA
  - h) Contract Labour
  - i) Minimum Wages Act
  - j) Any other labour laws of INDIA applicable during execution of contract.
  - k) Any other codes/standards specified in the contract documents.
7. 'COMMERCIAL OPERATION' shall mean the condition of operation in which the complete equipment covered under the CONTRACT is officially declared by the OWNER to be available for continuous operation at different loads upto and including rated capacity after completion of commissioning as per CONTRACT. Such declaration by the OWNER however, shall not relieve or prejudice the CONTRACTOR any of his obligations under the CONTRACT.
8. 'COMMERCIAL USE' shall mean that use of the PLANT, which the CONTRACT contemplates or of which it is commercially capable.
9. 'COMMISSIONING' shall mean the putting into operation of PLANT by CONTRACTOR with the assistance from OWNER'S Personnel.
10. Deleted
11. 'CONSULTANT' shall mean the agency nominated/appointed by the OWNER for the project/job/WORKS.
12. 'CONTRACT' shall mean written agreement made between the OWNER and the CONTRACTOR for the execution of the WORK, and shall include all Contract Documents set out under Article 1 of each Contract Agreement, including all attachments and Annexure thereto and all documents incorporated reference therein.






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13. 'CONTRACTOR' shall mean the successful sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.
14. 'CONTRACT PERIOD' shall mean the time period (as extended by the OWNER from time to time wherever appropriate) during which the CONTRACT shall be executed as agreed to between CONTRACTOR and the OWNER in the CONTRACT.
15. 'CONTRACTOR'S EQUIPMENT' means all equipment, construction plant, vehicles, temporary facilities, material, tools or things brought on to the Site by or on behalf of the Contractor for carrying out the Works but not for permanent incorporation in the Plant.
16. 'CONTRACTOR'S SOFTWARE' means standard Software owned by the CONTRACTOR.
17. 'CONTRACTOR'S WORKS' OR 'MANUFACTURER'S WORKS' shall mean the place or places of work used by the CONTRACTOR/SUB-CONTRACTOR or their collaborator (s) for the manufacture of EQUIPMENT or performance of WORKS.
18. 'COST' means the cost properly incurred by the Contractor in carrying out any of his obligations under the Contract, and 'Costs' shall be construed accordingly.
19. 'DAY' shall mean a calendar day of 24 hours.
20. 'DEEMED ACCEPTANCE' shall mean as defined in SPECIAL CONDITIONS OF CONTRACT.
21. 'DEFECT' means any work done or any Material or the Plant or any part of it which does not comply with the CONTRACT, provided that such matter shall not be a Defect if it is caused by:
  - a) normal wear and tear;
  - b) a failure by the PURCHASER to operate and maintain the PLANT in accordance with any operating and maintenance manuals provided by the CONTRACTOR and/or with good engineering practice.
22. 'DEFECT LIABILITY PERIOD' shall mean as defined in SPECIAL CONDITIONS OF CONTRACT.
23. 'DOCUMENT(S)/DOCUMENTATION' means any relevant documents in paper or electronic form, including drawings, technical software, images, designs, manuals or records.
24. 'DRAWINGS', 'PLAN' shall mean all:






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- a) Drawings furnished by the OWNER as a basis for proposals;
  - b) Supplementary drawings furnished by the OWNER to clarify and to define in greater detail the intent of the CONTRACT;
  - c) DRAWINGS submitted by the CONTRACTOR with his proposal provided such drawings are acceptable to the OWNER.
  - d) DRAWING furnished by the OWNER to the CONTRACTOR during the progress of the works; and
  - e) Engineering data and DRAWINGS submitted by the CONTRACTOR during the progress of the work provided such drawings are acceptable to the OWNER.
25. 'EFFECTIVE DATE OF CONTRACT' shall mean the calendar date on which Letter of Acceptance (LOA) is issued by OWNER.
  26. 'ENGINEER'S INSTRUCTIONS' shall mean any drawings and/or instructions in writing, details, directions and explanations issued by the OWNER from time to time during the CONTRACT PERIOD to the CONTRACTOR/ SUB-CONTRACTOR for carrying out the WORK.
  27. deleted
  28. 'EQUIPMENT' OR 'STORES' shall mean the equipment, machinery and structure of any kind which the CONTRACTOR is obliged to design, supply, deliver, unload, store at site, erect, set to work and test under the CONTRACT.
  29. 'FINAL ACCEPTANCE' shall mean that date when all of the conditions set forth in Clause 19 of SPECIAL CONDITIONS OF CONTRACT have been satisfied, all liabilities and obligations under this CONTRACT have been discharged, except those specially to be continued or performed after FINAL ACCEPTANCE. .
  30. 'FINAL ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the PROJECT MANAGER or OWNER to the CONTRACTOR subject to clause 19 of SPECIAL CONDITIONS OF CONTRACT at the end of the DEFECTS LIABILITY PERIOD.
  31. 'FINAL COMPLETION' shall mean the completion of guarantee tests and handing over of the PLANTS and facilities to OWNER.
  32. FINAL PROPOSAL means the document containing up to date technical offer of CONTRACTOR and technical information, data, etc., including drawings as agreed to in writing between the CONTRACTOR and OWNER, which is annexed to CONTRACT.
  33. 'FORCE MAJEURE' has the meaning stated in Sub-clause 35.0.
  34. 'GCC' or GENERAL CONDITIONS OF THE CONTRACT shall mean all the




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terms and conditions forming part of this agreement as defined in the Part I Section 2




35. 'GUARANTEED COMPLETION DATE' shall mean the date which **42 months** after the EFFECTIVE DATE OF CONTRACT, subject to any extensions expressly provided for hereunder upon which date CONTRACTOR shall have achieved PRELIMINARY ACCEPTANCE.
36. 'INDIAN AGENT' shall mean the person, firm or company nominated as such by the CONTRACTOR to represent the CONTRACTOR for this CONTRACT in India.
37. 'INITIAL OPERATION' shall mean the first integral operation of the complete EQUIPMENT covered under the CONTRACT with sub-systems and supporting equipment in service or available for service and shall be undertaken as part of COMMISSIONING after completion of start up activities.
38. 'INSPECTOR' shall mean the duly authorised representative of the OWNER for stage wise or final inspection of WORKS or of EQUIPMENT or MATERIALS to be supplied under the CONTRACT.
39. 'LEGISLATION' means all applicable laws, directives, codes, statutes, rules, ordinances, approvals, licences, decrees, authorizations, by-laws, regulations, standards and any other requirement of any governmental authority or agency whether international national, state, municipal, local or other government subdivision, having the force of law in any place where the WORKS or any part of the WORKS are being carried out.
40. 'MANUFACTURER' shall mean a person or firm who is the producer and supplier of material and/ or designer and/or fabricator of equipment to either the OWNER, the CONTRACTOR or both under the CONTRACT.
41. 'MATERIALS' means machinery, plant and other items of equipment and materials intended to form part of the PLANT and other things needed for its operation, to be supplied by the CONTRACTOR.
42. "MECHANICAL COMPLETION" shall mean completion of erection to such an extent that the PLANT is ready for commissioning. .-This shall happen when:
  - A. The EQUIPMENT capable of producing to rated capacities are installed, aligned and grouted (wherever applicable) in accordance with drawings, specifications as per finally approved P&I Diagrams after HAZOP Studies and in accordance with all applicable codes, and laws.
  - B. All pressure EQUIPMENT are hydrostatically or pneumatically tested once either in CONTRACTOR'S shop or in the field in accordance with Technical Specifications.
  - C. All Catalyst/adsorbents are charged in the respective reactors.
  - D. All Tower packing & internals are installed.

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- E. Fired Heater and Boilers are hydrostatically or pneumatically tested. All non-operating preferring checks are made in accordance with the manufacturer's instructions.
- F. Compressor, Pumps, Machinery etc. are cold aligned. Couplings are assembled and guards installed.
- G. Instruments, control system, instrument cable, safety interlock are installed, inspected and such non-operating checks are made as to ensure operability in the manner required for the process application. Instrument air lines are checked for correct hook up. Air lines are leak tested.
- H. Relief valves are installed prior to this, they will have been checked by the CONTRACTOR in the CONTRACTOR's shop.
- I. Piping is hydrostatically or pneumatically tested in accordance with the specifications. Special treatment such as chemical cleaning is done as required by drawing or specifications. Suction screens are installed and test blinds are removed. Spring support anchors and guide are checked for removal of all shipping locks.
- J. The electric system is installed and tested in accordance with and to the extent required by electrical specifications. All wiring is checked for correct hook up. Motor rotation is checked. All power system protective devices are set.
- K. Insulation and drying out are completed to the extent necessary to permit start of commissioning and start up.
- L. Pipe support system installed as per drawings.
- M. Painting is completed. EQUIPMENT /MACHINERY, piping duly marked and labelled.
- N. Safety equipments, systems are installed and checked for operations. Effluent management and treatment systems are installed and operational.
- O. All Emergency & Instrument power system are checked and operating.
- P. All chemical & lubricants are charged into the system.
- Q. PRECOMMISSIONING has been completed.
- R. The PLANT is ready to take feed
- S. All packing and bed support materials are installed.
- T. Liquidation of all punch list applicable for achieving MECHANICAL COMPLETION. Balance items of punch list, if any, shall be liquidated as mutually agreed

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- U. Temporary constructions facilities are removed to extent necessary to permit start of commissioning of Plant.
43. 'MONTH' shall mean the calendar month.
44. 'LETTER OF AWARD (LOA)/ NOTICE OF AWARD (NOA) /LETTER OF INTENT (LOI)' shall mean the official notice issued by the OWNER notifying the CONTRACTOR that his bid has been accepted, subject to such conditions as may have been stated therein as agreed on between CONTRACTOR and OWNER and that the CONTRACTOR is required to sign the CONTRACT Agreement and LETTER OF AWARD / NOTICE OF AWARD / LETTER OF INTENT shall constitute legally binding contract between the OWNER and CONTRACTOR.
45. 'NOTICE IN WRITING', 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Speed Post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. Fax with Post copy confirmation.
46. 'OTHER CONTRACTOR/OTHERS' shall mean any person(s) having a contract with the OWNER to design, supply, erect, set to work, or do any other thing to or in connection with any other plant and shall include their, heirs, legal representatives, successors and permitted assigns.
47. 'OWNER'/'PURCHASER' shall mean **BHARAT COAL GASIFICATION AND CHEMICALS LIMITED**, having its registered office at Bandhabahal Old PO Belpah, BIT Colony, MCL (In front, Bandhbahal Colony, Lakhanpur, Jharsuguda- 768211, Orissa
48. 'PERFORMANCE & GUARANTEE TESTS RUN (PGTR)' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics and proving guarantees for work cost as specified in the CONTRACT documents.
49. 'PLANT' shall mean the process unit(s) as defined in the design basis as per PART-II, TECHNICAL, SECTION 4.0 of the bid.
50. 'PRELIMINARY ACCEPTANCE' shall mean that following milestones have been achieved (i) MECHANICAL COMPLETION has occurred, (ii) PRE-COMMISSIONING and COMMISSIONING of the PLANT have been accomplished, (iii) the Sustained Load Test has been passed successfully, (iv) PGTR has been conducted and accepted by OWNER (v) All statutory approvals in the scope of Contractor, required to operate and maintain the PLANT have been obtained (vi) OWNER has received all DOCUMENTS required hereunder to start up, operate and maintain the PLANT (vii) OWNER has received all operations, maintenance, and spare parts manuals and instruction book necessary to operate and maintain the PLANT in a safe, efficient and effective

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manner (viii) all special tools and spare parts purchased by CONTRACTOR as provided herein have been delivered to OWNER; and (ix) CONTRACTOR has completed the training program of OWNERS personnel as required under this CONTRACT (x) All demonstration runs have successfully completed

51. 'PRELIMINARY ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the PROJECT MANAGER or OWNER to the CONTRACTOR following satisfaction of conditions under PRELIMINARY ACCEPTANCE, the acceptance of which commences the DEFECT LIABILITY PERIOD.
52. "PRE-COMMISSIONING" shall mean preparation of PLANT so that it is capable of operating on a continuous basis at or near rated capacity for carrying out COMMISSIONING activities.
53. 'PROJECT' shall mean the Project specified in the Technical specification.
54. 'PROJECT MANAGER' shall mean the person designated by the OWNER and shall include those who are expressly authorised by the OWNER to act for and on his behalf for operation of this CONTRACT.
55. Deleted
56. 'PURCHASER' shall mean OWNER
57. 'SCC' or SPECIAL CONDITIONS OF THE CONTRACT shall mean all the terms and conditions forming part of this agreement as defined in the Part I Section 3
58. 'SITE' shall mean and include the land and other places on, into or through which the EQUIPMENT and related facilities shall be erected and any adjacent land, paths, streets or reservoirs which may be allocated or used by the OWNER or CONTRACTOR in the performance of the CONTRACT.
59. 'SOFTWARE' means all forms of software and firmware and their documentation.
60. 'SPECIFICATION' shall mean collectively all the terms and stipulations in Conditions of the CONTRACT, the Technical Specifications, schedules, detailed descriptions, statement of Technical Data, performance characteristics, standards & codes etc., and subsequent addenda issued thereto before the date of closing of bid and all written agreements made or to be made pertaining to the method and manner of performing the Work or to the quantities and the qualities of the materials to be furnished under this CONTRACT.
61. 'START UP' shall mean bringing the equipment covered under the CONTRACT from an inactive condition, when construction is essentially complete, to the state ready for initial operation. The start up shall include preliminary inspection and checkout of EQUIPMENT and supporting sub-systems; perform calibration and corrective action and chemical cleaning of the plant/system/equipment covered under the CONTRACT.
62. 'SUB-CONTRACTOR' shall mean any person or persons, or firm(s) including



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his/ their, heirs, legal representatives, successors and permitted assigns selected by the CONTRACTOR with prior written approval of the OWNER for undertaking any part of the Works under the CONTRACT or to whom any part of the CONTRACT is sublet by the CONTRACTOR with the consent in writing of the OWNER.

63. deleted.
64. 'TEMPORARY WORKS' means all temporary works and structures of every kind construed at the Site and required for the provision and construction of the PLANT.
65. deleted
66. 'THIRD PARTY SOFTWARE' means standard Software which is owned by a third party.
67. 'TOTAL LSTK PRICE / TOTAL CONTRACT PRICE/ CONTRACT PRICE' shall mean the total price payable to the CONTRACTOR for the full and proper performance of it's contractual obligations under the CONTRACT.
68. Deleted '
69. 'WEEK' shall mean continuous period of 7 (Seven) DAYS.
70. 'WORK' OR 'WORKS' means the design, engineering and other services to be provided by the Contractor including, but not limited to, the provision and construction of the PLANT and any Temporary Works and the subsequent dismantling or removal of the Temporary Works when no longer required, and any other works to be carried out by the CONTRACTOR in accordance with the CONTRACT.
71. 'WRITING' shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
72. 'NOTICE INVITING TENDER (NIT)/ INVITATION TO BID (ITB)/ BIDDING DOCUMENT' means Tender as originally issued and any Addendum / Amendment(s) issued thereafter.
73. 'MUTUALLY AGREED DAMAGES' (MAD) shall mean as defined in SPECIAL CONDITIONS OF CONTRACT.

#### 4.0 CONTRACT CONFIRMATION

- 4.1 On acceptance of the bid of the successful bidder by the OWNER, such bidder shall be informed about it and a LETTER OF ACCEPTANCE (LOA) issued. The successful bidder will be required to give his unconditional acceptance in writing to LOA within 15 (fifteen) days. The date of issue of LOA shall be considered as EFFECTIVE DATE of the CONTRACT. Thereafter a Contract Agreement as per Annexure 1.9 shall be



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executed between the OWNER and the BIDDER within fifteen (15) days from date of acceptance of LOA, CONTRACTOR shall sign the CONTRACT and return it to the OWNER. The copy of the CONTRACT shall be signed by an authorised officer of the CONTRACTOR in whose name Power of Attorney has been issued. Cost of preparing CONTRACT including payment of stamp duty thereon, shall be borne by the CONTRACTOR.




- 4.2 After CONTRACT confirmation/signing, the terms and conditions contained therein take precedence over CONTRACTOR's bid conditions and all previous correspondence.
- 4.3 If after issuance of LOA, CONTRACTOR fails to deposit the SECURITY CUM PERFORMANCE BANK GUARANTEE within the time period specified in the CONTRACT, the OWNER reserves the right to cancel the CONTRACT and forfeit the EMD without prejudice to various rights and remedies the OWNER may be entitled to as per terms and conditions of CONTRACT and without being liable in any manner whatsoever to the CONTRACTOR.
- 4.4 The CONTRACT will be signed in triplicate, one copy each for CONTRACTOR, OWNER's Head Office and SITE office. All expenses for the preparation and stamping of CONTRACT shall be borne by the CONTRACTOR.

## 5.0 MODIFICATIONS IN CONTRACT

- 5.1 All modifications leading to changes in the CONTRACT with respect to technical or commercial aspects including terms of completion period shall be considered valid only when accepted in writing by OWNER and CONTRACTOR by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed completion date (except in cases where completion period itself is revised for OWNER'S requirement and for reasons beyond control of CONTRACTOR) and also shall not affect the performance of CONTRACT in any manner except to the extent mutually agreed to, through a modification to CONTRACT. The PARTIES shall have the right to modify or amend the CONTRACT subject to an adjustment in the CONTRACT PRICE and/ or COMPLETION DATE in accordance with the applicable provision of the CONTRACT, if any, and subject to mutual agreement.
- 5.2 OWNER shall not be bound by any printed conditions, provisions in the CONTRACTOR's bid forms or acknowledgement of CONTRACT, packing list and other documents which support to impose any condition at variance with or supplemental to CONTRACT.

## 6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.1 The CONTRACTOR shall not, without the OWNER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OWNER in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2 The CONTRACTOR shall not without the OWNER's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the CONTRACT.

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- 6.3 Any document other than CONTRACT, itself, enumerated in Clause 6.1 shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the CONTRACTOR's performance under the CONTRACT if so required by the OWNER.




## 7.0 PATENT INFRINGEMENT AND INDEMNIFICATION

### 7.1 PATENT INFRINGEMENT

- 7.1.1 CONTRACTOR shall at all times, indemnify and keep indemnified OWNER against all claims or suits and defend, at its own cost, any suit or action brought against OWNER and hold OWNER free and harmless against all costs of such claims or suits which may be made against OWNER in respect of any infringement of any rights protected by patent, copyright, trademarks, and trade secrets to the extent that such claim, suit, or action is a result of the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process licensor's processes used in PLANT. OWNER shall pass on all claims made against it to CONTRACTOR for settlement.

Notwithstanding anything stated above, in case of any conflict between the provisions of Clause 7.1.1 of GCC and the terms of License Agreement in respect of indemnification against patent infringement the terms of License Agreement shall apply to that extent.

- 7.1.2 CONTRACTOR declares that to the best of its knowledge and belief the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's processes used in PLANT will not infringe any valid patent rights of a third party. However, if at any time such infringement arises, CONTRACTOR agrees to keep OWNER indemnified and harmless against such claims and costs thereof and make arrangements that will allow OWNER to continue the operation of PLANT.
- 7.1.3 OWNER shall promptly advise CONTRACTOR in writing of any claim of infringement or any action for infringement of patents brought against it by a third party and based upon the use of CONTRACTOR's Technical Information. If such use is in accordance with instructions given in writing by CONTRACTOR, CONTRACTOR shall undertake the defence, or assist OWNER in the defence, of the claim or suit up to final judgment or settlement.
- 7.1.4 CONTRACTOR shall undertake the defence on behalf of OWNER and shall have sole charge and direction of the defence, and shall bear all costs related thereto. CONTRACTOR shall further hold OWNER harmless from any damages or other sums that may become payable by OWNER under a final judgment or settlement. However, OWNER shall render to CONTRACTOR all reasonable assistance that may be required by CONTRACTOR in the defence, and shall have the right to be represented therein by advisory counsel of its own selection and at its own expense.
- 7.1.5 In addition to the measures specified in Clause-7.1.4, CONTRACTOR may further, at its option, however, in reasonable consultation with OWNER, seek to abate the alleged infringement by modification of PLANT or its operation without adversely affecting the performance and/or secure for OWNER immunity from suit for infringement. In such case, CONTRACTOR shall bear/ reimburse OWNER for all costs related to said modification and to said immunity.

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7.1.6 In the event that OWNER is legally restrained from operating PLANT on account of any infringement action or suit, CONTRACTOR shall take all possible actions to allow OWNER to operate and use PLANT.

7.1.7 Neither CONTRACTOR nor OWNER shall settle or compromise any suit or action without the written consent of the other if settlement or compromise obliges the other to make any payment or part with any property or assume any obligations or surrender any rights or to be subjected to any injunction by reason of such settlement or compromise.

7.1.8 Notwithstanding any other provisions under this CONTRACT, the liabilities arising on account of patent infringement shall be as per clause 21.1 of SCC, except for patent infringement of Process Licensors which shall be governed by respective License Agreement (s).




## 7.2 INDEMNITIES

### 7.2.1 INDEMNIFICATION FOR LIABILITIES

#### 7.2.1.1 CONTRACTOR Indemnification for Liabilities

To the fullest extent permitted by Law, CONTRACTOR assumes liability for, and agrees to indemnify, protect, save and hold harmless OWNER from and against any and all Liabilities (including, any strict liability), arising out of acts or omissions of CONTRACTOR or its personnel or its agents in the performance of its obligations under the CONTRACT causing bodily injury, sickness, disease or death, damage to or loss of any property, and whether or not involving damage to WORKS or SITE that may be imposed on, suffered or incurred by or asserted against OWNER and in any way relating to or arising out of (i) WORK, any EQUIPMENT (ii) the presence, discharge, treatment, storage, transportation, disposal, escape or release of any Hazardous Substance, or the threat thereof, at, to or from SITE after commencement of work (any hazardous substance already existing at SITE before commencement of WORK excluded) (iii) The performance of WORK, or as a result of personal injuries (including wrongful death); (iv) the violation by CONTRACTOR or any SUB-CONTRACTOR/VENDOR of any Government Approval or applicable Law relating to WORK (v) any breach of CONTRACT with any SUB-CONTRACTOR/VENDOR, provided, however, that CONTRACTOR shall not be required under this Clause to indemnify OWNER for any liability arising out of or resulting from events or circumstances occurring or existing after PRELIMINARY ACCEPTANCE OF PLANT except where the liability arises from an act or omission of CONTRACTOR or any SUB-CONTRACTOR/VENDOR or any other Person directly or indirectly employed by either of them or anyone for whose acts either of them may be liable that was a contributory cause of such liability.

7.2.1.1 To the fullest extent permitted by Law, OWNER assumes liability for, and agrees to indemnify, protect, save and hold harmless CONTRACTOR from and against any and all Liabilities (including any strict liability), arising out of acts or omissions of OWNER or its personnel or its agents in the performance of its obligations under the CONTRACT, in respect of bodily injury, sickness, disease or death, damage to or loss of any property, whether or not involving damage to WORKS or SITE, that may be imposed on, suffered or incurred by or asserted against CONTRACTOR. The aforesaid provision shall not

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apply to the extent such damage or loss is caused by gross negligence or wilful misconduct of, or breach of this CONTRACT by CONTRACTOR or its personnel or its agents.

#### 7.2.2 **CONTRACTOR Indemnification for Taxes**

It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and hold OWNER harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes shall be deemed to be included in CONTRACT PRICE.

#### 7.2.3 **Indemnification by SUB-CONTRACTOR/VENDOR**

CONTRACTOR shall obtain from each SUB-CONTRACTOR/VENDOR, which is an affiliate, and shall use all reasonable efforts to obtain from each SUB-CONTRACTOR/VENDOR, an indemnification materially similar in form and substance to Clause-7.1, and Clause-7.2.2 of which the OWNER shall be named as beneficiary.

#### 7.2.4 **Payment of Amounts under this Clause**

Except to the extent covered by insurance, all amounts payable and due by CONTRACTOR to OWNER under this Clause shall be deducted from CONTRACT PRICE or any other amounts owed by OWNER to CONTRACTOR here under. If such amounts payable by OWNER to CONTRACTOR are less than the amounts payable and due by CONTRACTOR under this Clause, CONTRACTOR shall be liable to OWNER for such excess and shall pay such amount to OWNER immediately upon demand.

#### 7.2.5 **Permits and Certificates**

CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. OWNER shall provide the necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT.

#### 7.2.6 **Mechanics Lien**




CONTRACTOR agrees to indemnify and hold harmless OWNER against all labourer's material, man's and/or mechanic's liens arising from its work, and shall keep the premises of OWNER free from all such claims, liens and encumbrances.

### 8.0 **CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE (CS cum PBG)**

8.1 Within 30 days after issue of LOA, the CONTRACTOR shall furnish to the OWNER Contract Security cum Performance Guarantee in the form of a bank guarantee for faithful completion of Project, as per terms and conditions of the Contract, issued by OWNER'S approved list of Banks (Annexure 1.22) for an amount equivalent to 10% of the value of CONTRACT.

8.2 The proceeds of Contract Security cum Performance Bank Guarantee (CS cum PBG). shall be appropriated by the OWNER as compensation for any loss resulting from the



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CONTRACTOR's failure to complete their obligations under the CONTRACT without prejudice to any of the rights or remedies the OWNER may be entitled to as per terms and conditions of the CONTRACT.

8.3 The CS cum PBG shall be denominated in the currency/currencies of the CONTRACT.




8.4 The CS cum PBG shall be valid for the duration of the completion period and DEFECTS LIABILITY PERIOD plus six months. The period of defects liability shall be 12 months from the date of PRELIMINARY ACCEPTANCE of the PLANT. The CONTRACTOR shall extend the validity of the CS cum PBG suitably if it is required due to delay in PRELIMINARY ACCEPTANCE of the PLANT at its own cost. The bank guarantee shall be suitably extended in event of repair/replacement of equipment or any part thereof during DEFECT LIABILITY PERIOD to take care of extended warranty period of repair/ replacement. The proforma for this bank guarantee is enclosed as Annexure-1.12. The bank guarantee will be discharged by the OWNER after the CONTRACTOR's performance obligation including any warranty obligation under the CONTRACT. For any component replaced during DEFECT LIABILITY PERIOD, the component should work satisfactorily for a period of 12 months from the date of replacement.

**CS cum PBG for O&M Service's period:** Further, after the expiry of DEFECT LIABILITY PERIOD, BG continuing as Contract Security cum Performance Guarantee shall be reduced to 5% of CONTRACT PRICE so as to cover the O&M period plus 6 months.

The CS cum PBG shall be retained by OWNER during the currency of CONTRACT as indicated above, or till settlement of all the accounts thereof whichever is later. In case of any dispute or differences not settled within the validity of bank guarantee contractor shall arrange to get the bank guarantee extended for the period asked for by OWNER. In case bank guarantee is not extended as asked, OWNER shall have the sole discretion to 'call in' the bank to pay the whole or part of the amount of bank guarantee. The above deposit shall be deemed to be security for the faithful performance of the CONTRACT and for the purpose of section 74 of the Indian contract act, 1872 and for the extension of that section, the Security cum performance bank guarantee shall be deemed to be the bond given by the CONTRACTOR for the performance of essential duty. In the event of breach of any of the terms and conditions of the contract. OWNER shall have the right to draw from the CS cum PBG whole or part of the value of CS cum PBG. The amount so drawn shall not in any way affect any remedy to which OWNER may otherwise be entitled or any liability incurred by contractor under the contract or any law for the time being in force relating thereto or bearing here upon. This CS cum PBG shall be refunded after CONTRACT has been successfully completed and certificate to this effect has been issued by OWNER. It shall be lawful for OWNER if any differences or dispute is likely to arise to defer payment of the CS cum PBG or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted. The CS cum PBG amount shall not bear any interest.

**NOTE:**

- 1) Any bank guarantee may it be for Bid Security (EMD) or CS cum PBG shall be issued by OWNER'S approved list of Banks (Annexure 1.22).

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- 2) The non-judicial Stamp paper of appropriate value only or equivalent document value prevailing in the country of the CONTRACTOR shall have to be purchased in the name of the bankers executing the bank guarantee and not in the name of the CONTRACTORS.

## 8.5 **Rights of the OWNER to forfeit Contract Security-cum-Performance Bank Guarantee:**

- i) Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the Security-cum-Performance Bank Guarantee of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.
- ii) All compensation or other sums of money payable by the CONTRACTOR to the OWNER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Security-cum-Performance Guarantee or from any sums which may be due or may become due to the CONTRACTOR by the OWNER of any account whatsoever and in the event of his Rights of the OWNER to forfeit Security-cum-Performance Guarantee:




## 9.0 **Deleted**

## 10.0 **MANNER OF EXECUTION OF CONTRACT**

- 10.1 All documents as per Clause 2.0 of GCC shall be included in the CONTRACT document and detailed specifications be inserted as mutually agreed between OWNER and CONTRACTOR.
- 10.2 Every page of the CONTRACT agreement shall be initialled by the authorised representatives of OWNER and CONTRACTOR under the Seal of their respective Companies.
- 10.3 The CONTRACT agreement shall be prepared on stamp paper as per specified Form of Contract as per Annexure- 1.9 .
- 10.4 The CONTRACTOR shall present the above CONTRACT so prepared in three copies along with proper power of attorney and other requisite material on the day of signing the agreement.
- 10.5 One signed copy shall be returned to CONTRACTOR while the other two including the original shall be retained by OWNER.
- 10.6 Notwithstanding anything mentioned in any other clause, any conditions imposed from time to time by Government of India shall be followed by the CONTRACTOR.

## 11.0 **Deleted**



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## 12.0 ASSIGNMENT OR SUBLETTING OF CONTRACT AND SUB-CONTRACTING

12.1 Neither CONTRACTOR nor OWNER shall assign CONTRACT or any part of it or any share of interest therein, without the prior written consent of the other party. This consent shall not be unreasonably denied.

12.2 CONTRACTOR shall not subcontract the whole or any part of WORK without the prior written consent of OWNER provided always that CONTRACTOR may subcontract any part of WORK to any of its affiliates or subsidiaries in which event CONTRACTOR shall remain fully responsible to OWNER for the work performed by such affiliates

### 12.3 Sub-Contracts and Purchase Orders

#### 12.3.1 General




All vendors, suppliers, consultants and SUB-CONTRACTORS providing equipment, materials, construction equipment, or services to CONTRACTOR under a SUBCONTRACT, purchase order or similar purchase form or arrangement with CONTRACTOR for the performance of the WORK under this CONTRACT are herein referred as "SUB-CONTRACTORS"/ "VENDORS", and any such SUBCONTRACTS, purchase orders and similar purchase forms and arrangement entered into by or on behalf of CONTRACTOR with SUB CONTRACTORS/VENDERS are herein referred to as "SUBCONTRACTS" provided that none of OWNER's CONTRACTORS or SUBCONTRACTORS shall be deemed to be a SUBCONTRACTORS under of the CONTRACTOR. The CONTRACTOR shall be obligated to select SUBCONTRACTORS it retains in connection with the performance by CONTRACTOR of the WORK from a SUBCONTRACTORS list which would be finalised and approved by the OWNER in the FINAL PROPOSAL OWNER and CONTRACTOR may by mutual agreement add to or delete from such list from time to time and approve any successor or replacement of any person listed on such list or any other vendor, supplier, material-man, consultant or SUBCONTRACTOR.

#### 12.3.2 Approval of Major SUB-CONTRACTOR/VENDOR

12.3.2.1 The vendor list for procurement of EQUIPMENT and the list of SUB-CONTRACTOR shall be as attached in the NIT. Any changes to such list of VENDOR/SUB-CONTRACTOR shall require the prior approval of OWNER. CONTRACTOR shall provide name, address, fax/telex number and name of contact person of major VENDOR/SUB-CONTRACTOR for use in future, to OWNER. Vendors, Subcontractors as per agreed Vendor list are not subject to approval.

12.3.2.1.1 Under normal circumstance a bidder shall not be allowed to source any equipment/machinery from the vendors other than the OWNERS approved vendor list. However, in exceptional circumstance the bidder may suggest additional vendors meeting the following requirement for the approval of OWNER.

- a. The Vendor during the last 15 ( fifteen ) years, should have designed, manufactured (under third party inspection agencies like Lloyds Register/TUV/BVIS) and supplied at least TWO similar Plant Equipment or Machinery for similar duties and operating conditions and same should be

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operating satisfactorily after installation for at least TWO years. The CONTRACTOR should satisfy themselves that sufficient documentary proof is submitted by the Vendors in support of this criterion

The CONTRACTOR should satisfy themselves that sufficient documentary proof is submitted such as:

- a. Copy of Purchase Orders with full technical details of the equipment
- b. Certificate from user regarding satisfactory performance.
- c. Accreditation from third party inspection agencies like Lloyds Register, TUV, BVIS.
- d. Availability of After Sales Service and Spares in India.
- e. Availability of ASME Certification and its validity.

The LSTK Bidder shall certify suitability of such vendors as per above.

**For all critical items:** In addition to the above criteria the Vendor should also be approved by Process Licensor.




- b. The Bidder would be ultimately responsible for verifying the credentials, the quality of the equipment, machinery and timely supply.

12.3.2.2 The review, approval and consent by OWNER as to the agreed SUB-CONTRACTOR's/VENDOR List or as to CONTRACTOR's entering into any SUB-CONTRACT / PURCHASE ORDER shall not relieve CONTRACTOR of any of its duties, liabilities or obligations under this CONTRACT and CONTRACTOR shall be liable hereunder to the same extent as if any such Subcontract had not been entered into.

12.3.2.3 (a) CONTRACTOR shall provide to OWNER such information concerning the SUB-CONTRACTORS as OWNER may from time to time reasonably request and shall ensure that each SUBCONTRACT contains provisions in all material respects not less stringent than the provisions of the CONTRACT and shall include terms and provisions required to be included pursuant to the CONTRACT. In the event of termination of the CONTRACT under Clause 34.0 herein, CONTRACTOR shall forthwith deliver to OWNER a copy of each SUBCONTRACT.

(b) CONTRACTOR shall supervise and direct the work of all SUB-CONTRACTORS/VENDORS and shall be responsible for all design; engineering; procurement; manufacturing; transportation; delivery; fabrication; construction; commissioning; start-up and testing means, erection; operation, maintenance, repair; methods; techniques; sequences and procedures of; and for co-coordinating the work of SUB-CONTRACTORS/ VENDORS.

(c) If CONTRACTOR fails to correct, or commence to correct and execute the correction with due diligence of deficient or defective work performed by any SUB-CONTRACTOR/VENDOR within reasonable time (provided it doesn't




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materially impact safe operation of plant), after receipt by CONTRACTOR of a notice from OWNER with respect thereto, OWNER may (but shall not be obligated to), after seven days following receipt by CONTRACTOR of an additional notice, and without prejudice to any other right or remedy take all reasonable steps to remedy such defective or deficient work at risk and cost of CONTRACTOR..

- (d) CONTRACTOR shall require all SUB-CONTRACTORS/VENDORS to perform the SUB-CONTRACTS in accordance with the relevant requirements of the CONTRACT including FINAL PROPOSAL, all APPLICABLE LAWS and APPLICABLE PERMITS, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of SUB-CONTRACTORS/VENDORS and Manufacturers and all insurance policies relating to the PLANT or the WORK.
- (e) CONTRACTOR shall be solely responsible for paying each SUB-CONTRACTOR/VENDOR and any other person to whom any amount is due from CONTRACTOR for services, equipment, construction equipment, materials or supplies otherwise related to the PLANT or the WORK. CONTRACTOR shall take all reasonable steps and actions to ensure that such services, equipment, construction equipment materials and supplies and the like have been or will be received, inspected and approved and that such services have been or will be properly performed.
- (f) In performing the duties incidental to its responsibilities hereunder, CONTRACTOR shall issue to the SUB-CONTRACTORS/VENDORS such directives and impose such restrictions as may be required to obtain such compliance herewith and with the terms of the SUBCONTRACTS.

#### 12.3.2.4 SUB-CONTRACTOR/VENDOR and Manufacturer Warranties

- (a) CONTRACTOR shall ensure that all equipment and other items used in connection with the performance of the WORK or incorporated in the PLANT (other than minor items) will be purchased in compliance with CONTRACT Technical Specifications and Requirements in order to allow the Plant to achieve the Guarantee and Warrantee as provided for in the CONTRACT, unless otherwise agreed with OWNER. Any residual warranty from sub-contractor/vendor shall be passed to the OWNER after expiry of DEFECT LIABILITY PERIOD.
- (b) Neither CONTRACTOR nor its SUB-CONTRACTORS/ VENDORS, nor any person under the control of either thereof, shall take any action which could release, void, impair or waive any Guarantee or Warranty on EQUIPMENT or services relating to the PROJECT or the WORK. Any residual warranty from sub-contractor/vendor shall be passed to the OWNER after expiry of DEFECT LIABILITY PERIOD.
- (c) Nothing in this clause shall derogate from the obligations of CONTRACTOR to provide the Guarantees and Warranties described in, and to comply with the provisions hereinabove.
- (d) CONTRACTOR shall, based on its part professional judgement enforce all




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guarantees and warranties provided hereunder to the fullest extent thereof till such time they are transferred to the OWNER pursuant to sub-clause (g) below.

- (e) Upon the expiration or termination of any of the guarantees or warranties provided by CONTRACTOR pursuant to the CONTRACT, the CONTRACTOR shall assign, and hereby assigns, effective as of such date, or otherwise make available, to OWNER all of CONTRACTOR's rights under all such SUBCONTRACTOR's residual Guarantees and warrantee as per 12.3.2.4(a) & (b) (except to the extent CONTRACTOR has thereof provided warranty services to OWNER and is enforcing CONTRACTOR's rights with respect to such services under the applicable guarantee or warranty) and shall deliver to OWNER copies of all contracts providing for such guarantees and warranties..
- (f) CONTRACTOR, in accordance with the CONTRACT, shall require all SUB-CONTRACTORS/VENDORS to be covered by the insurance specified in the CONTRACT, during the time in which they are engaged in performing WORK.
- (g) CONTRACTOR shall require all SUB-CONTRACTORS/VENDORS to release and waive any and all rights of recovery against OWNER including its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters) and against CONTRACTOR and all other SUB-CONTRACTORS/ VENDORS which the releasing SUB-CONTRACTOR/ VENDOR may otherwise have or acquire, in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained pursuant to this the CONTRACT (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance. CONTRACTOR shall further require all SUB-CONTRACTORS/VENDORS to include in all policies of insurance maintained by the SUB-CONTRACTORS/VENDORS clauses providing that each underwriter shall release and waive all of its rights of recovery, under subrogation or otherwise, against OWNER, its promoters, affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, and against CONTRACTOR and all other SUB-CONTRACTORS/VENDORS.
- (h) OWNER shall not be deemed by virtue of the CONTRACT to have any contractual obligation to or relationship with any SUB-CONTRACTOR/VENDOR.

#### 12.3.2.5 **CONTRACTOR's Liability for approved sub contractor :**

The review by and approval and consent of OWNER as to the approved SUB-CONTRACTORS list or as to CONTRACTOR entering into any SUB-CONTRACT with any approved SUB-CONTRACTOR or as to any WORK done or supply made or services provided by any such approved SUB-CONTRACTOR/VENDOR shall not relieve CONTRACTOR of any of his duties, liabilities or obligations under this CONTRACT, and CONTRACTOR shall be liable hereunder to the same extent as if any such SUB-CONTRACT had not been entered into. Any inspection review or approval by OWNER permitted under this CONTRACT of any portion of the work or of any work in progress by CONTRACTOR or SUB-CONTRACTORS/VENDORS shall not relieve CONTRACTOR of any duties, liabilities or obligations under this CONTRACT.




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- 12.3.3 All WORK performed or EQUIPMENT supplied by SUB-CONTRACTOR/ VENDOR shall be pursuant to an appropriate SUB-CONTRACT, PURCHASE ORDER or similar agreement which shall, as appropriate, contain provisions that:
- 12.3.3.1 Preserve and protect all the rights of OWNER here under for WORK to be performed or EQUIPMENT to be supplied under PURCHASE ORDER or SUB-CONTRACT.
- 12.3.3.2 Require that such WORK be performed or EQUIPMENT be fabricated, supplied and installed in strict accordance with the applicable requirements of this CONTRACT.
- 12.3.3.3 Obligate such SUB-CONTRACTOR/VENDOR to consent to and be bound by those obligations under this CONTRACT which by their terms are intended to also obligate such SUB-CONTRACTOR/VENDOR, including the provisions of this Clause.
- 12.3.3.4 Require such SUB-CONTRACTOR/VENDOR to provide and maintain adequate insurance consistent with requirements for companies of similar size and performing similar services. Permit the assignment of such SUB-CONTRACT/PURCHASE ORDER by CONTRACTOR to OWNER
- 12.3.3.5 Include a price list (which shall be binding to the extent reasonably feasible for a period of (6) six months from the date of such PURCHASE ORDER or SUB-CONTRACT) covering all commissioning and two years spare and replacement parts relating to the subject matter of such PURCHASE ORDER or SUB-CONTRACT.
- 12.3.4 **CONTRACTOR Responsible for WORK**
- 12.3.4.1 CONTRACTOR is responsible for WORK, and that the performance thereof conforms in all respects to the requirements of this CONTRACT, regardless of any failure of any SUB-CONTRACTOR/VENDOR to perform or any disagreement between any SUB-CONTRACTOR/VENDOR or between any SUB-CONTRACTOR/VENDOR and CONTRACTOR. CONTRACTOR shall furnish such information relative to its SUB-CONTRACTOR/VENDOR (including copies of unpaid SUB-CONTRACT or PURCHASE ORDER) as OWNER may request.
- 12.3.5 **Damages**
- 12.3.5.1 It is within the discretion of Contractor, that CONTRACTOR shall agree to hold all SUB-CONTRACTOR/VENDOR, including all persons directly or indirectly employed by them, responsible for any damages due to breach of CONTRACT caused by them or any negligent act and to diligently endeavour to effect recoveries in such damages..

## 13.0 STANDARDS

The goods and services supplied under this CONTRACT shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, to the Bidder's / manufacturer's/licensor's standards.



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## 14.0 INSTRUCTIONS, DIRECTIONS

- 14.1 The materials described in CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached hereto and/or enclosed with the CONTRACT itself and according to all conditions both general and specific enclosed with the CONTRACT, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.
- A) All instructions and orders to CONTRACTOR shall, excepting what is herein provided, be given by OWNER/ CONSULTANT.
  - B) All the work shall be carried out under the direction of OWNER and according to the CONTRACT requirements.
  - C) All communications including technical/ commercial clarifications and/ or comments shall bear reference to the CONTRACT.
  - D) Invoice for payment against CONTRACT shall be addressed to OWNER.
  - E) The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.




## 15.0 INSPECTION, TESTING AND EXPEDITING

- 15.1 The OWNER or his representatives shall have their right to inspect and/or to test the goods to conform to the specifications laid down in the CONTRACT. The SPECIAL CONDITIONS OF CONTRACT and/ or the TECHNICAL SPECIFICATIONS shall specify what inspections and test the OWNER require and where they are to be conducted. The OWNER shall notify the CONTRACTOR in writing of the identity of any other representatives retained for this purpose. Expediting by OWNER's representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.
- 15.2 CONTRACTOR shall establish an inspection and expediting system and use its services for obtaining EQUIPMENT which conforms to the required technical and quality specifications and delivery according to PURCHASE ORDER. CONTRACTOR shall send copies of expediting and inspection reports regularly to OWNER. CONTRACTOR shall arrange Third Party Inspection and quality certification of EQUIPMENT, as described in FINAL PROPOSAL.
- 15.3 OWNER or its Inspector shall have the right to inspect and/or to test EQUIPMENT to check its conformity to the specifications. CONTRACTOR shall specify the inspections and tests to be carried out giving reference of applicable codes/standards and the location of inspection/test to OWNER. OWNER shall notify CONTRACTOR in writing the name of INSPECTOR retained for this purpose.
- 15.4 The inspection and tests may be conducted at the premises of CONTRACTOR or SUB-CONTRACTOR/vendor before delivery and/or at SITE. All reasonable facilities and assistance including access to all drawings and production data shall be furnished to INSPECTOR at no charge to OWNER.
- 15.5 Should any inspected or tested EQUIPMENT fail to conform to the specifications, OWNER may reject it and CONTRACTOR shall either replace the rejected EQUIPMENT or make all alterations necessary to meet specification requirements free of cost.






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- 15.6 OWNER's right to inspect and wherever necessary, comment about EQUIPMENT after its arrival at SITE or its participation in tests in respect of any EQUIPMENT shall in no way be limited or waived by reason of EQUIPMENT having previously been inspected, tested and passed by OWNER or INSPECTOR/representative prior to its shipment/despatch.
- 15.7 INSPECTOR shall follow the progress of the manufacture of EQUIPMENT under CONTRACT to ensure that the requirements outlined in CONTRACT are not being deviated from with respect to Schedule and Quality.
- 15.8 CONTRACTOR shall allow INSPECTOR to visit, during working hours, the workshops relevant to execution of CONTRACT during the contractual period and INSPECTOR will have the right to inspect EQUIPMENT at all stages of manufacture right from identification of material up to its shipment/despatch, to the extent that the delivery schedule shall not be delayed, with prior notice to CONTRACTOR in writing.
- 15.9 In order to enable INSPECTOR to obtain entry visa in time, CONTRACTOR shall notify OWNER two months before assembly, testing and packing of main EQUIPMENT and if requested assist INSPECTOR in getting visa in the shortest possible time.
- 15.10 CONTRACTOR shall place at the disposal of INSPECTOR free of charge all tools, instruments and other apparatus necessary for the inspection and/or testing of EQUIPMENT. INSPECTOR is entitled to prohibit the use and despatch of EQUIPMENT that has failed to comply with the characteristics/specifications of EQUIPMENT during test and inspection.
- 15.11 CONTRACTOR shall ensure that the permission for inspection/test is granted by its SUB-CONTRACTOR/VENDOR.
- 15.12 In respect of the inspection, CONTRACTOR shall advise in writing of any delay in the programme at the earliest possible date, describing in detail what has caused the delay and the proposed corrective action.
- 15.13 All tests and trials in general of EQUIPMENT shall be witnessed by INSPECTOR. Therefore, CONTRACTOR shall confirm to OWNER by E-mail/fax about the exact date of inspection at least 15 DAYS in advance. CONTRACTOR shall specify the items and quantities ready for testing and indicate whether a Preliminary or Final Test is to be carried out.
- 15.14 On receipt of this notice, if OWNER decides to waive the right to witness the test, information shall be given to CONTRACTOR within 15 DAYS of receipt of the notice from CONTRACTOR and CONTRACTOR then shall have right to proceed with the inspection.
- 15.15 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at CONTRACTOR's cost. Technical documents shall include the references and numbers of the standard used in the fabrication/construction and, wherever deemed practical by INSPECTOR. INSPECTOR shall attach importance to the views given by CONTRACTOR or its SUB-CONTRACTOR/VENDOR. Any and all expenses for living, lodging and airfare/rail fare incurred in connection with INSPECTOR shall be borne by OWNER.

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- 15.16 Nothing in Clause -15.3 to 15.15 shall in any way relieve CONTRACTOR from any warranty or other obligations under this CONTRACT.
- 15.17 Not performing or failing to perform the inspection by OWNER hereunder shall not be a waiver of any of CONTRACTOR's obligations hereunder nor it be construed as an approval or acceptance of any of the WORK hereunder nor it shall absolve the CONTRACTOR in any way or manner of its liabilities, responsibilities and obligations under the CONTRACT.
- 15.18 Arrangements for all inspections required by Statutory Authorities (local) and as specified in Technical Specifications/FINAL PROPOSAL shall be made by CONTRACTOR. Certain category of EQUIPMENT/piping fall under the jurisdiction of Indian Boiler Regulations (IBR), irrespective of the fact whether these are proprietary in nature or not, certification from an internationally recognised agency approved by IBR is considered necessary to enable local IBR authorities to allow their installation and operation. In such cases, inspection and certification from such authorities will also have to be arranged by CONTRACTOR. CONTRACTOR shall also submit, as may be required by IBR authorities, necessary design calculations from respective fabricators and/or manufacturers of such EQUIPMENT.
- 15.3 CONTRACTOR shall be held responsible for any possible delay in the approval or testing phase as well as for any possible delay in the remittance of necessary certificates. Delay on the part of the inspection above mentioned institutions will not be considered a case of 'Force Majeure'.
- 15.4 Participation or presence of OWNER or their representatives at any tests or their failure to be present at or to witness any tests to be undertaken pursuant here to shall not in any way or manner relieve or release the CONTRACTOR from any of its warranties, guarantees or other obligations under the CONTRACT.
- 15.5 Copies of all test results/report of the tests shall be furnished promptly by the CONTRACTOR to the OWNER.
- 16.0 TIME SCHEDULE AND PROGRESS REPORTING**
- 16.1 Time Schedule Network/Bar Chart**
- 16.1.1 OWNER would be using a computerised time and cost monitoring system and CONTRACTOR shall provide necessary input data for the same. CONTRACTOR shall prepare within 30 (thirty) days from EFFECTIVE DATE OF CONTRACT and provide to OWNER a PROJECT MASTER SCHEDULE indicating the important milestones of activities relating to WORK from EFFECTIVE DATE OF CONTRACT to the date of PRELIMINARY ACCEPTANCE. This PROJECT MASTER SCHEDULE shall be discussed with and approved by OWNER. Based on the approved PROJECT MASTER SCHEDULE, CONTRACTOR shall also prepare network schedules for activities relating to WORK. CONTRACTOR shall obtain the details of progress of various activities of WORK from SUB-CONTRACTOR and vendor wherever required and update the network schedules and PROJECT MASTER SCHEDULE incorporating the progress achieved by CONTRACTOR, SUB-CONTRACTOR and vendor and submit the same to PROJECT MANAGER on monthly basis.

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- 16.1.2 The time schedule will be in the form of a network and a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery of equipment, civil works, erection, commissioning, testing etc.
- 16.1.3 CONTRACTOR shall clearly indicate any delay in WORK in the above schedules and shall inform PROJECT MANAGER the action taken to achieve the GUARANTEED COMPLETION DATE.
- 16.1.4 The original issue and subsequent revisions of CONTRACTOR's time schedule and or SUB-CONTRACTORS' time schedules shall be sent in four copies to OWNER.
- 16.1.5 The time schedule network/bar chart shall be updated at least every month using the latest 'Project Management software', i.e. Primavera (latest version), acceptable to the OWNER.
- 16.2 **Progress Trend Chart/Monthly Report**
- 16.2.1 CONTRACTOR shall report monthly to OWNER of the execution of CONTRACT and achievement of targets set out in time bar chart, in a monthly progress report on 7<sup>th</sup> working day of every Month.
- 16.2.2 The progress will be expressed in percentages shown in the progress trend chart.
- 16.2.3 The first issue of the progress trend chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 16.2.4 The monthly reporting will bear the updating of the progress trend chart.
- 16.2.5 OWNER or his representatives shall have the right to inspect CONTRACTOR's premises to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule documentation.
- 16.2.6 Irrespective of such inspection, CONTRACTOR shall advise OWNER at the earliest possible date of any anticipated delay in the programme indicating the reasons thereof and corrective measures proposed thereto.
- 16.2.7 The time for completion and phased time schedule shall be subject to and in accordance with the provision of Sub-Clauses 16.2.8 and 16.2.9 below.
- 16.2.8 Neither OWNER nor CONTRACTOR shall be considered in default in performance of their obligations if such performance is prevented or delayed by FORCE MAJEURE conditions as stated in Clause 35.0.
- 16.2.9 Should the CONTRACTOR's preparation for the commencement of the work or any portion of it or its subsequent rate of progress be from any cause whatsoever, so slow and reasons for delay solely attributed to the contractor, the CONTRACTOR will not be able to complete the work or any portion thereof within the stipulated time for completion, the provisions of Clause 34 of GCC shall apply.
- 16.2.10 In the event that the delay is caused by a delay in the delivery of a sub-contracted EQUIPMENT, CONTRACTOR shall be responsible for such delay and submit details




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together with copies of the appropriate orders and agreements with SUB-CONTRACTOR/vendor.

## 17.0 CONTRACTOR TO INFORM HIMSELF FULLY

- 17.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed. The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission therefrom shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT. It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to OWNER in duplicate, before submission of tender. The OWNER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by OWNER shall form part of CONTRACT DOCUMENTS. No verbal agreement or inference from conversation with any effect or employee of the OWNER before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.



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## 18.0 SUITABILITY OF PLANT FOR INTENDED PURPOSE

- 18.1 The CONTRACTOR warrants that the PLANT will be suitable in all respects for the purpose mentioned or inherent in the specification and as defined in the CONTRACT.
- 18.2 Without limiting the generality of the foregoing clause, the CONTRACTOR shall ensure before complying with any direction, that compliance by the CONTRACTOR with that direction will not render the plant unsuitable in any respect for the aforesaid purposes or otherwise prevent the CONTRACTOR from carrying out the CONTRACT in accordance with the terms thereof.
- 18.3 The CONTRACTOR shall give notice to the OWNER within Twenty one (21) days after receipt of any requirement or direction which he considers will render the plant unsuitable in any respect or is not in accordance with the meaning and intent of the CONTRACT otherwise prevent the CONTRACTOR from carrying out the CONTRACT or as aforesaid and submit to the OWNER a proposal or proposals for modifying the requirement or direction. Failure to file an objection within the allotted time will be considered as acceptance of the OWNER decision and the decision shall become final and binding.

## 19.0 FEES FOR ROYALTIES AND PATENT RIGHTS

### 19.1 Payment Due to be Included in CONTRACT PRICE

- 19.1.1 All payments for royalties, patent rights and fees due to or payable for or in connection with any matter or thing used or required to be used in performance of the CONTRACT or to be supplied under the CONTRACT, whether payable in one sum or by instalments or otherwise, shall be included by the CONTRACTOR in the prices named in the CONTRACT and shall be paid by CONTRACTOR to whom such payments may be due or payable.
- 19.1.2 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the OWNER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the OWNER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the OWNER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to OWNER, together with the right to extend the same to any of the subsidiaries of the OWNER as irrevocable, royalty free license to use in any

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country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

## 19.2 **Payment to the CONTRACTOR by OWNER**

- 19.2.1 Final payment to the CONTRACTOR by the OWNER will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the CONTRACTOR is in such suit or proceedings, held to constitute infringement, and its use is enjoined, the CONTRACTOR shall, at his option, and at his own expense, either procure for the OWNER the right to continue use of the said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so that it becomes non-infringing.

## 20.0 **ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES REGULATIONS AND BYE-LAWS**

### 20.1 **Complying With Regulations**

- 20.1.1 Throughout the execution of the WORK, the CONTRACTOR shall comply with the requirements of all applicable laws and regulations, bye-laws or orders made there under and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. The OWNER shall, when requested by the CONTRACTOR, give all reasonable assistance to the CONTRACTOR in obtaining information concerning local conditions.
- 20.1.2 Before making any departure from the specification or drawings which may be necessary to conform to such requirements, the CONTRACTOR shall give the OWNER written notice specifying the departure proposed to be made and the reason for making it and applying for instructions thereon. If the CONTRACTOR does not receive such instructions within thirty (30) days, he shall conform to those requirements and inform the OWNER accordingly.

### 20.2 **Notices and Fees**




The CONTRACTOR shall give all notices required to be given by the Acts, regulations, bye-laws, orders and requirements referred to in sub-clause 20.1 of this clause and shall pay all fees payable in connection herewith.

Any additional fee becoming applicable due to any change of Acts, regulations, by-laws, orders and requirements after date of submission of FINAL PROPOSAL shall be borne by OWNER in accordance with SCC clause 3.0

## 21.0 **TIME- PROJECT SCHEDULE**

- 21.1 Without prejudice to anything contained in the CONTRACT the time and the date of completion of the works as stipulated in the CONTRACTOR's proposal and accepted by the OWNER shall be deemed to be of the *utmost importance*. The CONTRACTOR shall so organise his resources and perform his work as to complete it not later than the date agreed to.



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- 21.2 The contractor shall submit the primavera level 4 schedule within thirty (30) days or as specified elsewhere reckoned from EFFECTIVE DATE OF THE CONTRACT.

The primavera level 4 schedule shall be for OWNER's review and be based on a level 2 schedule as attachment to the CONTRACT. Such level 2 schedule shall show the execution periods for (i) engineering, (ii) procurement & delivery of equipment and materials, (iii) civil & erection and (iv) commissioning, testing.

Bidder consortium shall be contractually obliged to issue a primavera level 4 schedule, provided that such schedule shall not (i) accelerate the OWNER obligations (to be agreed upon prior to Contract award) (ii) change the agreed GUARANTEED COMPLETION DATE (date to be agreed upon prior to Contract award)

- 21.3 The above primavera level 4 schedule shall be periodically reviewed and reports shall be submitted by the CONTRACTOR as directed by the OWNER.

## 22.0 CONTRACT PRICE

- 22.1 CONTRACT PRICE is inclusive of the cost/fees of CONTRACTOR's obligations as given specified in **Instruction To Bidders**.




- 22.2 OWNER shall pay to CONTRACTOR a lump-sum fixed CONTRACT PRICE, , for the due and faithful performance of CONTRACTOR's obligations under the CONTRACT. CONTRACT PRICE provided for in this Clause covers entire consideration payable to CONTRACTOR for all obligations of CONTRACTOR. The CONTRACT PRICE is fixed and firm and not subject to any escalation during the contract period unless and otherwise specified in the Contract documents.

- 22.3 CONTRACT PRICE is inclusive of cost of all travel, accommodation, living costs and all other expenses of management and personnel of CONTRACTOR, SUB-CONTRACTOR, VENDOR and their agents for travelling to and from plant SITE and other places/countries as may be necessary for the proper performance of CONTRACTOR's responsibilities under CONTRACT and shall also include all costs and expenses incurred in attending such meetings in connection with CONTRACT as OWNER may reasonably require.

- 22.4 CONTRACT PRICE is inclusive of cost of all CONTRACTOR's EQUIPMENT, materials, services, etc. required to complete WORK under CONTRACT.

- 22.5 The price quoted shall be firm and fixed without any escalation whatsoever on any account except the statutory variations in Taxes levied by the Government of India within GUARANTEED COMPLETION DATE and otherwise specified in the CONTRACT.

- 22.6 All taxes, duties, licence fees and other such levies as may be applied to the CONTRACT both in CONTRACTOR's country and in India, including Custom Duty, all applicable taxes & duties under GST (on bought out items), Corporate income tax in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR to India in connection with the CONTRACT, are to the account of the CONTRACTOR.

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## 23.0 DEDUCTIONS FROM CONTRACT PRICE




All costs, damages or expenses which the OWNER may have paid for which, under the CONTRACT, the CONTRACTOR is liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within fifteen days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount from any bill due or becoming due by him to the CONTRACTOR under the CONTRACT or may be recovered by action of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

## 24.0 Deleted

## 25.0 Deleted

## 26.0 TAXES, PERMITS & LICENCES




- 26.1 The CONTRACTOR shall be liable and pay all taxes, duties, levies, lawfully assessed against the OWNER or the CONTRACTOR in pursuance of the CONTRACT. The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit or on the earnings of any of his employees or personnel engaged by him and shall hold the OWNER indemnified and harmless against any claims that may be made against the OWNER in this behalf. The OWNER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel by Centre/State/Local Authorities. The Taxes shall be deducted where the said provisions shall be applicable and/or obligatory on the part of the OWNER.
- 26.2 For CONTRACTORS who have to bring equipment and material from outside Odisha, will have to obtain necessary registrations and take appropriate steps as required under Odisha State Laws. Further, form 38 / E-Waybill / Road Permit shall be issued by the CONTRACTOR in such cases, wherever applicable. Necessary statutory registrations as required shall be done by CONTRACTOR in this regard.
- 26.3 CONTRACTOR is responsible for obtaining Customs clearance permit for temporary importation on re-export basis of CONTRACTOR'S EQUIPMENT, tools and tackles etc. If any duties, taxes and expenses are payable on this, the same will be to CONTRACTOR'S account.
- ## 27.0 PACKING, FORWARDING AND SHIPMENT
- 27.1 The CONTRACTOR shall give complete despatch information concerning the weight, size, content of each package including any other information the OWNER may require.
- 27.2 The CONTRACTOR, wherever applicable shall after proper painting, pack and crate all equipment in such a manner as to protect it from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The CONTRACTOR shall be held responsible for all damages due to improper packing.

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- 27.3 The CONTRACTOR shall notify the OWNER of the date of each shipment from his works, and the expected date for arrival at the site for the information of the OWNER. The CONTRACTOR will be responsible for arranging any requirement of over-dimensional, special rail/road wagon/trailor for transporting.
- 27.4 The CONTRACTOR shall also give all shipping information concerning the weight, size and content of each package including any other information the OWNER may require. The size of the largest packages being considered as over dimensional consignments shall be as per the latest guidelines.
- 27.5 The CONTRACTOR shall prepare detailed packing lists of all packages and containers, bundles and loose materials forming each and every consignment despatched to the site. The CONTRACTOR shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from works till the SITE and also till the EQUIPMENT is erected, tested and commissioned. The CONTRACTOR shall be solely responsible for proper storage and preservation of all equipments & machineries etc.
- 27.6 CONTRACTOR shall be responsible for any eventual consequence occurred to EQUIPMENT due to improper packing of the same.

## **28.0 INSURANCE**

- 28.1 CONTRACTOR shall take in the joint name of CONTRACTOR and OWNER comprehensive transit insurance for imported and indigenous goods. Transit-cum-Storage-Erection insurance or its equivalents and third party liability insurance policies shall be taken with reputed underwriters to cover ALL RISK whatsoever during the whole period starting with dispatch of GOODS from CONTRACTOR's warehouses/ Ex works in foreign country to CIF port of shipment for imported GOODS and EXW at Contractor's works for indigenous GOODS and shall further cover for performing services in India for transportation, loading, unloading, assembly, erection, testing COMMISSIONING of PLANT till care and custody is transferred to OWNER.
- 28.1.1 Contractor shall take Public Liability (Third Party) Insurance cover of 10% of TOTAL CONTRACT PRICE
- 28.1.2 Contractor shall ensure that in addition to "Erection All risk policy", the coverage in respect of workmen compensation, ESI/Health Insurance, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.
- 28.2 CONTRACTOR shall be fully responsible for pursuing and settling all claims under the underwriters. In the event of accident, injury, damage or loss likely to form a claim under the above insurance policies, CONTRACTOR shall, as quickly as possible submit the insurance claims by underwriters under intimation to OWNER. CONTRACTOR shall also keep OWNER fully informed about progress of each such case. CONTRACTOR shall undertake immediate repair and replacement of the equipment lost in transit, storage, assembly, erection and COMMISSIONING of PLANT pending settlement of claim thereafter by the underwriters.
- 28.3 The CONTRACTOR at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of OWNER in the project, against all perils detailed herein. The Form and the limit of

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such insurance as defined herein together with the under-writer in each case shall be acceptable to the OWNER and OWNER's acceptance shall not be unreasonably withheld. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times including third party liability during the period of contract shall be as of CONTRACTOR alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the CONTRACTOR shall be in the joint names of OWNER and the CONTRACTOR. The CONTRACTOR shall, however, be authorised to deal directly with insurance company or companies and shall be responsible in regard to maintenance of all insurance covers.

28.4 All insurance other than marine insurance for transportation outside India is to be covered from IRDA approved insurance company registered in India. There should be a single cover for marine cum inland transit, storage and erection up to PRELIMINARY ACCEPTANCE OF PLANT.

However adequacy, credibility and maintenance of Insurance policies is sole responsibility of CONTRACTOR and CONTRACTOR shall keep the OWNER indemnified against any such failure.




All insurance covers shall be taken by CONTRACTOR in joint name of CONTRACTOR and OWNER.

Alternatively, the CONTRACTOR has the option to take separate Insurances as

1. Marine Cargo Insurance for transit of all imported and indigenous goods from Ex Works at Contractor's/ CONTRACTOR's works to Site.
2. Erection and All Risk (EAR) Insurance
3. Third Party Liability Insurance

Marine Cargo Insurance and Third Party Liability Insurance can be a part of Global Policy of the CONTRACTOR. However certificate of endorsement in favour of OWNER shall be provided by the CONTRACTOR from the insurance company. These two global policies of Marine Cargo Insurance and Third Party Liability Insurance shall be counter guaranteed by Indian Insurance Company. However, Erection and All Risk (EAR) is to be covered from Insurance Company registered in India and shall be separate dedicated policies for OWNER.




28.5 Any loss or damage to the equipment during handling, transportation, storage, erection, putting the equipment into satisfactory operation and all activities to be performed till the successful completion of trial operation of the plant shall be to the account of the CONTRACTOR. The CONTRACTOR shall be responsible for reference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the CONTRACTOR of the above responsibility during the period of CONTRACT. The CONTRACTOR shall provide the OWNER with copies of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of documents shall be submitted to the OWNER immediately after such insurance coverage. However, if Marine cargo insurance or Third party liability Insurance is a part of their global policies; insurer certificate (including the main terms of policy) shall be submitted by CONTRACTOR. The CONTRACTOR shall also inform the OWNER in the writing at least thirty (30) days in

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advance regarding the expiry/ cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time. However adequacy, credibility and maintenance of Insurance policies is the sole responsibility of CONTRACTOR and CONTRACTOR shall keep the OWNER indemnified against any such failure.

- 28.6 License /facilities, to the extent it remains the responsibility of the OWNER, in respect of supplies to be made by the foreign CONTRACTOR from outside India required for purposes of replacement of equipment lost in transit and /or during erection and /or during storage shall be made available by the OWNER. CONTRACTOR shall however, be required to follow the procedure as may be laid down by the Owner to facilitate him arranging such license /facilities. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (during ocean transportation only) etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks till the equipment is taken over by the OWNER. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the CONTRACTOR shall be liable to make good the full replacement/rectification of all equipment/materials and to ensure their availability as per project requirements without additional financial liability to the OWNERS. The workman compensation policy taken by the SUB-CONTRACTOR of the CONTRACTOR shall be passed on to the OWNER.
- 28.7 CONTRACTOR shall at its own cost and initiative at all times upto the successful completion of PRELIMINARY ACCEPTANCE, take out and maintain all insurable liability, including but not limited to third Party insurance and liabilities under the Motor Vehicles Act, Worker's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with Insurance Company(ies), such policy(ies) shall not be of lesser limits hereunder specified with reference to the matters hereunder specified, namely.
- Workmen's Compensation Insurance to the limit to which compensation may be payable under the laws of Republic of India.
- 28.8 All cost on account of insurance liabilities covered under the CONTRACT will be to the contractors account and will be included in the CONTRACT PRICE. The CONTRACTOR, while arranging the insurance, shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.
- 28.9 Irrespective of single or separate insurances, the CONTRACTOR shall take the same in the joint name of OWNER and CONTRACTOR, with OWNER as Primary Beneficiary and CONTRACTOR as Joint Beneficiary, to cover all risk including marine cum erection insurance (MCE), workmen compensation / Employees State Insurance (ESI) under ESI Act 1948 for Contractor's personnel, fire risk policy etc. till handing over of PLANT to OWNER duly commissioned and tested. However, for CONTRACTOR's EQUIPMENT, CONTRACTOR can be the sole beneficiary.



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Further, OWNER shall have the first right over the claim amount for all insurance claims, where OWNER has made part or full payment to the CONTRACTOR.

28.10 The CONTRACTOR shall be fully responsible for pursuing and settling all claims with the underwriters. In the event of accident, injury, damage or loss likely to form a claim under the above insurance policies, the CONTRACTOR shall as quickly as possible submit such details as are necessary for settling such claims by underwriters and shall also provide information and assistance necessary to settle the claim. The CONTRACTOR shall also keep OWNER fully informed about progress of each such case.

28.11 The charges quoted on account of insurance in the price bid shall be considered for the purpose of evaluation. However if owner opts to take policy, the contract price shall be adjusted to the extent of cost of insurance quoted in the price bid.

## 29.0 GUARANTEES

29.1 It shall be a condition of the CONTRACT and the CONTRACTOR shall guarantee that the plant shall achieve the requirement as set forth herein and as per Part II, Technical, Section-8.0 of NIT and the provisions of the Section-7.0.

29.2 The CONTRACTOR shall guarantee that the Plants, Equipment and machineries will be new and in accordance with the CONTRACT documents and free from defects in design, material and workmanship and shall give mechanical warranty for a period of Twelve (12) calendar months commencing immediately upon PRELIMINARY ACCEPTANCE as per Clause 17 SCC. The CONTRACTOR's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his SUB-CONTRACTOR under normal use and arising from faulty design, materials and/ or workmanship provided always that such defective parts are not repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the CONTRACTOR unless otherwise arranged.




29.3 After the issue of the PRELIMINARY ACCEPTANCE CERTIFICATE, in the event of an emergency where, in the judgement of the OWNER, delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER without advance notice to the CONTRACTOR and the documented and direct cost of such work shall be paid by the CONTRACTOR but only to the extent that the repair or adjustment was due a defect attributable to CONTRACTOR.

29.4 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects for which CONTRACTOR is liable under CONTRACT in the PLANT or defective work carried out by the CONTRACTOR shall be borne by the CONTRACTOR.

29.5 The acceptance of the equipment by the OWNER shall in no way relieve the CONTRACTOR of his obligation under this clause.

29.6 In the case of those defective parts which are not repairable at site but are essential for the commercial use of the equipment and machineries, the CONTRACTOR shall



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mutually agree to a programme of replacement or renewal which will minimise interruption to the maximum extent, in the operation of the equipment and machineries.

29.7 At the end of the DEFECTS LIABILITY PERIOD or the extended DEFECTS LIABILITY PERIOD, the CONTRACTOR's liability ceases. In respect of goods supplied by the SUB-CONTRACTORS to the CONTRACTOR where a long guarantee (more than 12 months) is provided by such SUB-CONTRACTORS/ VENDOR(s)/SUB-VENDOR(s), the OWNER shall be entitled to the benefit of such longer guarantees.

29.8 During the guarantee period, the CONTRACTOR shall provide if required by the OWNER the services of operation engineers to advise the OWNER for such period and in such number as may be mutually agreed upon. The CONTRACTOR's operation engineers shall also train the OWNER's personnel, act as a liaison between the OWNER and the CONTRACTOR, assist the OWNER in ordering and obtaining spare parts, generally monitoring operation and maintenance and trouble shooting and supervising repair work under guarantee.

29.9 The provisions of Clause 48 including the cost of transport, insurance etc. shall be implemented at the CONTRACTOR's expenses.

29.10 The provisions contained in clause 48 will not be applicable. a) If after handing over of the PLANT the OWNER has not operated the equipment according to generally approved industrial practices and in accordance with the conditions of operation specified and in accordance with operation and maintenance manuals if any; b) In cases of normal wear and tear of the parts to be specifically mentioned by the CONTRACTOR.

#### 29.11 **Guarantees for Time of Completion**

The CONTRACTOR shall guarantee the date of PRELIMINARY ACCEPTANCE of the WORKS calculated from the EFFECTIVE DATE OF THE CONTRACT, for the purpose of determining pre-determined MUTUALLY AGREED DAMAGES on account of delay in completion. No damages will be levied on account of delay in contractual completion for the reasons not attributable to the CONTRACTOR.




#### 29.12 **Performance Guarantees**

CONTRACTOR shall guarantee the performance of PLANTS and associated offsite utilities as specified in the Technical Documents. In general the Guarantees shall be demonstrated as per Part-II, Technical: Section-8.0.

#### 29.13 **Design and Vendors'/ Sub-Contractors' Guarantees**

29.13.1 CONTRACTOR shall guarantee the design and engineering work carried out by him against mistakes, errors, defective specifications, inadequacy and other such items which lead to the supply of inadequate PLANTS and Facilities. In case of detection of such mistakes, errors, deficiencies etc. the CONTRACTOR shall redo the design and/or engineering work to overcome all such mistakes, errors, deficiencies etc. at no extra cost to OWNER.

29.13.2 CONTRACTOR shall be responsible for all the items of the EQUIPMENT procured by him from VENDORS/ SUB-CONTRACTORS. Further, CONTRACTOR shall replace or

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repair any item of EQUIPMENT which is demonstrated to be defective under normal operating conditions within DEFECT LIABILITY PERIOD.

### 30.0 LIABILITY FOR ACCIDENTS AND DAMAGES

30.1 Under the CONTRACT, the CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of guarantee tests.

Notwithstanding the provisions in the CONTRACT, the CONTRACTOR shall not be responsible for any loss or damage to the PLANT or any part thereof if and to the extent that such loss or damage is not covered by insurance coverage such as War risk, provided the same is general exclusion of the policy of the EAR insurance. War Risks shall mean any of the following events occurring within India:

War , hostilities, warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, rebellion, terrorism, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

30.2 The CONTRACTOR shall indemnify the OWNER in respect of all damage or injury to any person or to any property (other than property forming part of the Work) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith which shall have been occasioned by the negligence of the CONTRACTOR or any SUB-CONTRACTOR, or by defective design (other than a design made, furnished or specified by the OWNER and which the CONTRACTOR has disclaimed responsibility in writing within a reasonable time after receipt of the OWNER's instructions) material or workmanship, any breach of the CONTRACTOR's obligations.

31.0 Deleted




32.0 Deleted

### 33.0 TIME EXTENSION OF CONTRACT

33.1 The CONTRACTOR shall promptly notify the PROJECT MANAGER any event or conditions which might delay the completion of erection work in accordance with the approved schedule and the steps being taken to remedy such situation.

33.2 If the Work is delayed at any time in the commencement or during the progress of the WORK by any act, delay or neglect solely attributable to OWNER or his employees, or by any other contractor utilised by the OWNER or by conditions FORCE MAJEURE, the time of completion shall be extended by OWNER (without levy of Mutually Agreed Damages) in writing for a reasonable period as may be mutually agreed upon application from the CONTRACTOR immediately on occurrence of such special circumstances but not later than 14 working days and not towards the end of the CONTRACT period.

33.3 OWNER shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such

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events, suitable extension of time shall be granted to CONTRACTOR. However, should the cumulative period of suspension exceed 60 days during the scheduled duration of CONTRACT, the CONTRACTOR shall be compensated as mutually agreed in addition to extension of time, provided the suspension is caused due to reasons not attributable to CONTRACTOR.

## 34.0 TERMINATION OF CONTRACT

### 34.1 Termination due to Legal Incapacity

If the CONTRACTOR goes into liquidation or has an administrator order made against him or carries on his business or any part of it under an administrator or receiver or manager for the benefit of the creditors or any of them, without prejudice to any other rights or remedies, the OWNER may forthwith by notice in writing terminate the CONTRACT.

### 34.2 Termination due to Default by CONTRACTOR

#### 34.2.1 If the CONTRACTOR is in default in that he:




- (a) Neglects to execute the work or part of the work; or
- (b) without reasonable cause, suspends or abandons the carrying out the works, either partly or wholly, before their completion; or
- (c) Fails to proceed regularly and diligently with the works; or
- (d) Defaults in the performance or observance of any conditions or terms of the CONTRACT or neglects to carry out any order, instruction, direction or determination which the OWNER is empowered to give or make under the CONTRACT and which is given or made in writing to the CONTRACTOR,

then, without prejudice to any other rights or remedies which the OWNER may possess, the OWNER may, by notice in writing (which shall specify with reasonable particularity the neglect, default or refusal on the part of the CONTRACTOR) require the CONTRACTOR:

- i) to put forward his proposals for
  - a) Rectifying such neglect, default or refusal as the case may be and
  - b) Commence and diligently pursue the rectification of the default.

#### 34.2.2 If within 30 days after the posting of the notice addressed to the CONTRACTOR, the CONTRACTOR fails to comply with the notice or if in the opinion of the OWNER, the CONTRACTOR's reasons or proposals are not satisfactory, then the OWNER, without prejudice to any other rights that he may have under the CONTRACT against the CONTRACTOR, may either:

- a) DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any




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property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

- b) WITHOUT DETERMINING THE CONTRACT, take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

In such events of Clause 34.2.2 (a) or (b) above.

- (i) The whole or part of the Contract Security cum Performance Guarantee furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (ii) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.
- (iii) Before determining the CONTRACT as per Clause 34.2.2 (a) or (b) provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- (iv) The OWNER shall also have the right to proceed or take action as per 34.2.2 (a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

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(v) Termination of the CONTRACT as provided for in sub- clause 34.2.2(a) above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.

34.2.3 In case of termination of CONTRACT herein set forth (under clause 34.2) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by OWNER or any of it's JV partners against any type of tender nor their offer will be considered by OWNER or any of it's JV partners against any ongoing tender (s) where contract between OWNER/it's JV partners and that particular CONTRACTOR (as a bidder) has not been finalized], for a period of three years from the date of termination by OWNER to such CONTRACTOR.

### 34.3 **Duration of suspension of payment due to CONTRACTOR:**

34.3.1 Owner shall have right to suspend making any payments to the contractor for the portion of WORK having a bearing with Contractor default during the period of rectification of the defaults.

### 34.4 **Work taken out of the hands of the CONTRACTOR**

#### 34.4.1 **Employment of other contractors:**

If the OWNER takes action under sub-clause 34.2.2 he may complete the work or any part of it by contracting with or employing any person or persons to execute further and complete work or any part of it and to provide all equipment, materials and labour as may be necessary for such further execution and completion. If practicable the further execution and completion shall be carried out in accordance with the specification and at prices obtained under competitive conditions.




The OWNER may also take possession of and permit such person or persons to use for the purposes of the CONTRACT only such materials, tools and equipment and all other things on or about the SITE which are the property of the CONTRACTOR as are requisite and necessary for such further execution and completion, and the CONTRACTOR shall have no right to any compensation or allowance in respect thereof.

On the completion of such work, all tools and equipment and the surplus of the materials so taken possession of shall be handed over to the CONTRACTOR but without payment or allowance for the fair wear and tear they may have sustained in the meantime, provided that if there by a deficiency as referred to in sub clause 34.4.2 of this clause, and if the CONTRACTOR fails to make good such deficiency such of the tools, equipment and materials as are necessary to make good the deficiency may be sold and a sufficient part of the monies received retained by the OWNER and applied in payment of such deficiency.

In addition the OWNER shall be entitled:

- a) To take possession of and remove from the CONTRACTOR's premises within a reasonable period anything (including but without limiting the generality thereof any design, drawings, specification, material or other goods) the property which is vested in the OWNER pursuant to the CONTRACT;



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- b) To full particulars of any sub-contract made by the CONTRACTOR with any person for the execution of any portion of the WORKS and to peruse and copy any instrument (including but without limiting the generality thereof any agreement, letter or other paper) relating to any such SUB-CONTRACT made by the CONTRACTOR with any person for the execution of any portion of the WORKS.
- c) To pursue and copy any standard working drawing or other drawing or data necessary in the opinion of the OWNER for completion of the WORKS and the property which is not vested to the OWNER pursuant to the CONTRACT provided that the OWNER shall in no case make use of any copy made pursuant to sub paragraphs (b) or (c) hereof other than for the purpose of completing the WORKS and that on the fulfilment of the whole of the obligations of the CONTRACTOR under the CONTRACT the OWNER shall return to the CONTRACTOR any such copy.

The CONTRACTOR shall offer to the OWNER all rights of access and all reasonable facilities to enable the OWNER to remove any such thing or pursue or copy any such instrument, drawing or data and shall supply such particulars on request by the OWNER in that behalf.




For the purposes of sub-clause 34.4.2 the cost incurred by the OWNER in and about for such removal, perusal or copying or obtaining such particulars shall be deemed to be part of the cost of carrying out that portion of the work taken out of the CONTRACTOR's hands.

#### 34.4.2 **Extra cost to the OWNER of completing work for deduction:**




On completing the terminated portion of WORK as provided under Article 34.4.1 the OWNER shall ascertain the reasonable and direct costs based on the documentary evidence of the cost incurred, but such amount shall not include any extra cost due to departures from the specification unless such departures were necessitated by the CONTRACTOR's default. Should the amount so ascertained be greater than the CONTRACT PRICE which would have been paid to the CONTRACTOR, if the whole of the Work had been carried out by him, the difference between the two amounts shall be deducted from any monies which may then be or thereafter become due to the CONTRACTOR or which may have been deposited by him as security under the CONTRACT, and if such monies be less than the amounts to be deducted the deficiency shall be paid by the CONTRACTOR to the OWNER and which may be recovered as provided in sub-clause 34.4.1 of this clause or by way of arbitration, jurisdiction in both, such payment of excess amount shall be independent of penalty for delay if the completion of work is delayed.

#### 34.5 **Preservation of rights of the OWNER**

No action taken by the OWNER under sub clause 34.3 and 34.4 of this clause shall vitiate the CONTRACT or shall operate to the prejudice of the right of the OWNER to recover from the CONTRACTOR or to deduct from any monies which may be or may become due to the CONTRACTOR all sums of money which may be or may become due to the OWNER under the CONTRACT as damages, penalties or otherwise.

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- 34.6 Should the OWNER decide to terminate the CONTRACT under subclause 34.2.2(b) of this clause, he may do so under notice in writing as from the date of such notice, and the termination shall be without prejudice to any right that may have occurred to the OWNER or to the CONTRACTOR under the CONTRACT.
- 34.7 **Termination of Contract on Account of OWNER's Convenience**
- 34.7.1 The OWNER, may, by written notice send to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for his convenience. The notice of termination shall specify that termination is for the OWNER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.
- 34.7.2 Upon receipt of the notice of termination under GCC Clause 34.7.1, the CONTRACTOR shall either immediately or upon the date specified in the notice of termination.
- (a) cease all further work, except for such work as the OWNER may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
  - (b) terminate all subcontracts, except those to be assigned to the OWNER pursuant to paragraph (d)(ii) below.
  - (c) remove all CONTRACTOR's Equipment from the Site, repatriate the CONTRACTOR's and its SUB-CONTRACTORS' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.
  - (d) In addition, the CONTRACTOR, subject to the payment specified in GCC Clause 34.7.2.1, shall
    - (i) deliver to the OWNER the parts of the PLANT executed by the CONTRACTOR up to the date of Termination.
    - (ii) to the extent legally possible, assign to the OWNER all right, title and benefit of the CONTRACTOR to the PLANT and Equipment as at the date of termination, and, as may be required by the OWNER, in any subcontracts concluded between the CONTRACTOR and its SUB-CONTRACTORS.
    - (iii) deliver to the OWNER all non-proprietary drawings, specifications and other documents prepared by the CONTRACTOR or its Sub-CONTRACTORS as at the date of termination in connection with the PLANT.
- 34.7.2.1 In the event of termination of the Contract under GCC Clause 34.7.1, the OWNER shall pay to the CONTRACTOR the following amounts:
- (a) the Contract Price, properly attributable to the parts of the PLANT executed by the CONTRACTOR as of the date of termination

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- (b) the costs reasonably incurred by the CONTRACTOR in the removal of the CONTRACTOR's Equipment from the Site and in the repatriation of the CONTRACTOR's and its SUB-CONTRACTORS' personnel
- (c) any amounts to be paid by the CONTRACTOR to its SUB-CONTRACTORS or Vendors in connection with the termination of any subcontracts or supply agreement, including any cancellation charges
- (d) costs incurred by the CONTRACTOR in protecting the PLANT and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Clause 34.7.2

### 34.7.3 Termination for Insolvency

OWNER may at any time terminate CONTRACT giving written notice to CONTRACTOR, if CONTRACTOR becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to OWNER.

If the Contract is terminated under GCC Sub-Clauses 34.7.3, the OWNER shall pay to the CONTRACTOR all payments specified in GCC Sub-Clause 34.7.2 as reasonable compensation for all loss or damage sustained by the CONTRACTOR arising out of, in connection with or in consequence of such termination




### 34.7.4 Termination by CONTRACTOR due to default of OWNER

If the OWNER has failed to pay the CONTRACTOR any sum due under the Contract within the specified period or commits a substantial breach of the CONTRACT, the CONTRACTOR may give a notice to the OWNER that requires payment of such sum or specifies the breach and requires the OWNER to remedy the same, as the case may be. If the OWNER fails to pay such sum or fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the CONTRACTOR's notice then the CONTRACTOR may give a notice to the OWNER thereof, and if the OWNER has failed to pay the outstanding sum or to remedy the breach within thirty (30) days of such notice, the CONTRACTOR may by a further notice to the OWNER, terminate the CONTRACT.

If the CONTRACT is terminated under GCC Clause 34.7.4, the OWNER shall pay to the CONTRACTOR all payments specified in GCC Clause 34.7.2 as reasonable compensation for all loss or damage sustained by the CONTRACTOR arising out of, in connection with or in consequence of such termination.

### 34.8 Surviving Obligations

Termination of this CONTRACT (a) shall not relieve CONTRACTOR of its obligations with respect to the confidentiality as set forth in this CONTRACT, (b) shall not relieve CONTRACTOR of any obligation hereunder which expressly or by implication survives termination hereof, and (c) except as otherwise provided in any provision of this CONTRACT expressly limiting the liability of CONTRACTOR, shall not relieve CONTRACTOR of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of CONTRACTOR prior to the effectiveness of such termination or arising out of such termination, and shall not relieve CONTRACTOR of its obligations as to portions of SERVICES already performed or of

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obligations assumed by CONTRACTOR prior to the date of termination, except as otherwise agreed by OWNER in writing.

- 34.8.1 Termination of this CONTRACT (a) shall not relieve OWNER of its obligations with respect to the confidentiality as set forth in this CONTRACT, (b) shall not relieve OWNER of any obligation hereunder which expressly or by implication survives termination hereof, and (c) shall not relieve OWNER of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of OWNER prior to the effectiveness of such termination or arising out of such termination




## 35.0 FORCE MAJEURE

### 35.1 CONDITIONS FOR FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event conditions lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the OWNER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 120 (one hundred and twenty) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the a mutually agreed period for which such cause conditions lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the OWNER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

#### OUTBREAK OF WAR

- If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the OWNER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

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- 35.2 If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR within 120 hours reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.
- 35.3 Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.
- 35.4 CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.
- 35.5 No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter/ Speed-Post/Courier/Email/Fax/Hand Delivery and subsequently supported it by documentary evidence.
- 35.6 Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:
- (a) Constitute a default or breach of the CONTRACT,
  - Or
  - (b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.
- 35.7 Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) months is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation.

Contractor shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with Owner; for instance Contractor shall have the right to demobilize Contractor's equipment and personnel from the Plant.

### **36.0 NO WAIVER OF RIGHTS**

Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of, the whole or any part of the WORKS by the OWNER nor any extension of time, nor any possession taken by the OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the owner or any right to damages



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herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

### 37.0 BANKRUPTCY AND LIQUIDATION OF CONTRACTOR OR BUSINESS UNDER RECEIVERSHIP

If the CONTRACTOR becomes insolvent or bankrupt, or have a receiving order made against him, or compound with his creditors, or being a corporation commence to be wound up not being a member's voluntary winding up for the purpose of reconstruction or carry on his business under a receiver for the benefit of his credit, the CONTRACTOR shall within fourteen (14) days notify the OWNER accordingly. On the occurrence of any of the happenings stated in the first sentence of this clause, the OWNER shall be at liberty to:




- Determine the CONTRACT forthwith by notice in writing to the CONTRACTOR or to the receiver or liquidator or to any person in whom the CONTRACT may have become vested, and act in the manner provided in clause 34.1 (proceedings or default) or,
- Give to such receiver liquidator or other person in writing the option for a period of one month of carrying out the CONTRACT subject to his providing a guarantee for the due and faithful performance of the CONTRACT upto the CONTRACT value of the work for the time being remaining unexecuted and subject to his taking all reasonable steps to prevent stoppage of the work. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only.

### 38.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR.

No interim payment certificate of the OWNER nor any sum paid on account by the OWNER nor any extension of time for execution of the WORKS granted by the OWNER shall affect or prejudice the rights of the OWNER against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT or be interpreted as approval of the WORK done or of the equipment furnished and no certificate shall create liability on the OWNER to pay for alterations, amendments, variations, or additional works not ordered, in writing, by the OWNER or discharge the liability of the CONTRACTOR for the payment of damages whether due certified or not or any sum against the payment of which he is bound to indemnify the OWNER and the Consultant nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the CONTRACTOR against the OWNER.

### 39.0 SETTLEMENT OF DISPUTES

- Except as otherwise specifically provided in the CONTRACT all disputes concerning questions of fact arising under the CONTRACT shall be considered by the OWNER subject to a written appeal by CONTRACTOR to the OWNER.
- Any disputes or differences including those considered as such by only of the parties arising out of or in connection with the CONTRACT shall be to be extent possible settled amicably between the parties.

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39.3 If, after 60 DAYs from the commencement of such informal negotiations OWNER and CONTRACTOR are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the arbitration as described under clause 40 below.

#### 40.0 **ARBITRATION**

40.1 Except where otherwise provided in CONTRACT, all questions and disputes relating to CONTRACT, design, DRAWINGS, specifications, payments, instructions, orders or any other matter concerning WORK or the execution or failure to execute the same, whether arising during the progress of WORK or after completion or abandonment thereof or otherwise which cannot be settled amicably, shall be referred to arbitration. The arbitration shall be conducted as under:




- a) In case of a foreign CONTRACTOR, the arbitration proceeding shall be in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), by three (3) arbitrators appointed in accordance with said Rules.
- b) In case of an Indian CONTRACTOR, the OWNER shall suggest a panel of three independent and distinguished persons to the bidder / contractor / supplier / buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the OWNER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of OWNER on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 as may be amended from time to time and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

The Place for Arbitration shall be New Delhi, India.

The language of the arbitration shall be English.

- c) In case of Consortium Bidders, the Country of registered office of the Lead Bidder shall determine the basis for deciding in terms of Domestic or Foreign Bidder.

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#### 40.2 Continuation of Work and payments during Arbitration

WORK shall be continued by CONTRACTOR during the arbitration proceedings unless the matter itself is the subject of Arbitration or unless the matter itself is such that WORK cannot practically be continued until the decision of the arbitrator is obtained and CONTRACTOR shall remain liable and bound in all respects under the Contract. Except as otherwise expressly provided in CONTRACT, no payment due and payable by OWNER shall be withheld on account of such arbitration proceedings unless it is the subject matter or one of the subject matters.

#### 40.3 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75 CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

#### 41.0 GOVERNING LAWS, LANGUAGE AND MEASURES




41.1 CONTRACT shall be governed and construed according to the Indian Law as in force and shall be subject to the jurisdiction of the Court in Delhi. All disputes arising during the execution of the CONTRACT shall be resolved as per Clause no. 39.0 (Settlement of Dispute) & 40.0 (Arbitration) of GCC and thereafter in accordance with said law.

41.2 The governing language for all communication, notices, Technical Information, etc. pertaining to CONTRACT shall be English. Any literature, correspondence, documents, etc., shall be considered only if its accompanied by English translation. For the purpose of interpretation English translation shall govern and be binding on all parties.

41.3 The metric system of measurement shall be used exclusively in the CONTRACT.

#### 42.0 RELEASE OF INFORMATION

The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the WORKS under this CONTRACT or descriptions of the SITE, dimensions, quantity quality or other information, concerning the work unless prior written permission has been obtained from the OWNER. Notwithstanding the above, CONTRACTOR is entitled, under intimation to OWNER, to make such public Announcements, as it may be bound

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to in compliance with the Law, the Rules and any Governmental Agency or Stock Exchange Regulation the CONTRACTOR is subjected to.

#### **43.0 COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiry of the DEFECT LIABILITY PERIOD

#### **44.0 ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provisions of this CONTRACT or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way affect the validity of the CONTRACT. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

#### **45.0 OWNER'S DECISION**




- 45.1 In respect of all matters which are left to the decision of the OWNER/ PROJECT MANAGER including the granting or withholding of the certificates, the OWNER/ PROJECT MANAGER shall, if required to do so, by the CONTRACTOR, give in writing a decision thereon.
- 45.2 In each case involving a financial commitment the written APPROVAL of the owner alone shall be binding.
- 45.3 In matters of difference of opinion on a decision passed by the OWNER/ PROJECT MANAGER to the CONTRACTOR stipulations of Clause 39.0 shall govern.

#### **46.0 CO-OPERATION**

##### **46.1 Co-operation with OWNER**

The CONTRACTOR and OWNER shall co-operate with each other in the discharge of their respective obligation under the CONTRACT with the aim of satisfactory completing the PLANT and the WORKS in accordance with the CONTRACT.

- 46.1.1 The parties shall deal fairly, openly and in good faith with each other. Subject to Clause 53 (Secrecy), each party shall disclose information which the other might reasonably need to order to exercise its rights and to perform its obligations under the CONTRACT. In particular, each party shall promptly disclose full information to the other concerning any matter which will or may prevent the Plant and Works being completed in accordance with the CONTRACT. The parties shall work together in a manner consistent with their respective obligations under the CONTRACT to resolve or mitigate any such problem.
- 46.1.2 OWNER shall be at liberty to object with reasonably valid reasons to employment of any person at SITE and the objection shall be communicated in writing and CONTRACTOR shall make immediate arrangements for removal of such person.

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## 46.2 Cooperation with other contractors

The CONTRACTOR shall not object to the execution of the work by other contractors or tradesmen engaged by OWNER and offer them every facility for the execution of their several works simultaneously with CONTRACTOR's work, provided however that CONTRACTOR'S WORK is not hampered by such co-operation . CONTRACTOR shall at all times provide sufficient fencing, notice boards, lighting and watchmen to protect and warn the public and guard the works and in default there of OWNER may provide such facilities at CONTRACTOR's cost, if such failure is attributable to CONTRACTOR.

The CONTRACTOR shall agree to cooperate with the OWNER and other CONTRACTORS and exchange with them such technical information, provided that such CONTRACTOR is bound towards CONTRACTOR on confidentiality and limited use obligations not less stringent than those accepted by OWNER under the CONTRACT and LICENSE AGREEMENT and shall not be a competitor of CONTRACTOR and its licensors as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The OWNER shall be provided with three (3) copies of all correspondence addressed by the CONTRACTOR to other SUB-CONTRACTORS in respect of such exchange of technical information.

## 47.0 SUSPENSION OF WORK

47.1 The OWNER reserves the right to suspend and reinstate execution of the whole or any part of the WORK without invalidating the provisions of the CONTRACT. Orders for suspension or reinstatement of the WORKS will be issued by the OWNER to the CONTRACTOR in writing. The time for completion of the WORKS will be extended for a period equal to the duration of the suspension along with mutually agreed remobilization period.




47.2 If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of Sixty (60) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUB-CONTRACTOR.

47.3 If the OWNER has;  
(i) failed to pay the CONTRACTOR any sum due under the CONTRACT within the period specified in the Contract; or (ii) failed to approve invoice or supporting document without just cause within the period specified in the Contract; or (iii) committed substantial breach of the Contract:

Then, CONTRACTOR may give a notice requesting OWNER to remedy aforesaid default within 30 days. If OWNER fails to remedy it within the said period, CONTRACTOR may suspend the performance of its obligations under the CONTRACT.

47.4 If the CONTRACTOR's performance of its obligations is suspended under the CONTRACT pursuant to clause 47.3 of GCC, then the GUARANTEED COMPLETION



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TIME shall be extended and all reasonable additional costs or expenses incurred by the CONTRACTOR and mutually agreed between OWNER and CONTRACTOR, as a result of such suspension shall be paid by the OWNER to the CONTRACTOR provided that such suspension is not due to fault on the part of CONTRACTOR or its SUB CONTRACTOR.

#### **48.0 REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/DAMAGED/LOST DURING TRANSIT/ ERECTION AND COMMISSIONING.**




48.1 If during the progress of the WORKS, the OWNER shall decide and inform in writing to the CONTRACTOR that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expense, within seven (7) days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the CONTRACTOR fails to do so, the OWNER may on giving the CONTRACTOR seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the CONTRACTOR perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT which the OWNER may otherwise have in respect of such defects and deficiencies.

48.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacement procured including erection as provided for in the CONTRACT, such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum/ paid by the OWNER to the CONTRACTOR in respect of such defective plant.

48.3 If the material/ equipment or any portion thereof is damaged or lost during transit and handling, storage, erection, commissioning at site, the replacements of such material / equipment shall be effected by the CONTRACTOR within a reasonable time to avoid unnecessary delay in the COMMISSIONING of the EQUIPMENT and without waiting for realisation of cost of damages from the insurance company, appointed by him for this purpose. This will not alter the schedule of commissioning & guarantee tests in any way.

#### **49.0 DEFENCE OF SUITS**




49.1 If any action in Court is brought against the OWNER or an officer or agent of the OWNER for the failure omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or for damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents representatives or his SUB-CONTRACTORS or in connection with any claim based on lawful demands of SUB-CONTRACTORS, workmen, suppliers or employees, the CONTRACTOR shall in all such cases indemnify and keep the owner and/ or his representative harmless from all losses damages, expenses or decrees arising out of such action.

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- 49.2 If any action in court referred to in Clause 49.1 of GCC above is brought against OWNER, an officer or agent of OWNER, OWNER shall promptly give the CONTRACTOR notice thereof and CONTRACTOR may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If CONTRACTOR fails to notify OWNER within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the OWNER shall have full power and right at his discretion to defend or comprise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened as he may consider necessary or desirable and shall be entitled to recover from the CONTRACTOR all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the CONTRACTOR and shall be final and binding upon him provided however that, unless CONTRACTOR has so failed to notify OWNER within the twenty-eight (28) days period, OWNER shall make no admission which may be prejudicial to the defence of any such proceedings or claim.

## 50.0 CONTRACTOR'S RESPONSIBILITIES

- 50.1 In consideration of payment by the OWNER, the CONTRACTOR shall regularly and diligently carry out and complete the WORKS in accordance with the CONTRACT.
- 50.2 All work carried out by the CONTRACTOR shall be carried out with sound workmanship and materials, safety and in accordance with the Contract requirements.
- 50.3 The CONTRACTOR shall set out the PLANT by reference to points, lines and levels of reference as defined in the approved SPECIFICATION.
- 50.4 The PLANT/WORKS as completed by the CONTRACTOR shall in every respect comply with the requirements defined in the Specification or any other provision of the CONTRACT.
- 50.5 If any time during the performance of the CONTRACT the CONTRACTOR is of the opinion that a change to the WORKS or the design or method of operation of the PLANT
- (a) is necessary to eliminate a potential defect in the PLANT or a specific hazard to any person or party in the performance of the WORKS or in the operation of the PLANT which has occurred or would otherwise occur' or
  - (b) would improve operating or life cycle costs of the PLANT; or
  - (c) would otherwise be beneficial to the OWNER;
- the CONTRACTOR shall bring the matter to the attention of the PROJECT MANAGER stating the reasons for his opinion and where appropriate submit his proposals for a Variation in accordance with Clause 3 of SPECIAL CONDITIONS OF CONTRACT.
- 50.6 The CONTRACTOR shall at all times have and maintain adequate resources available for the proper and timely execution of the WORKS, including financial resources, and competent, appropriately experienced and physically capable staff and labour whether employed by the CONTRACTOR, any SUB-CONTRACTOR or third parties.
- 50.7 The CONTRACTOR shall provide and maintain records as specified in the CONTRACT.

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Unless otherwise agreed, the CONTRACTOR shall, at intervals of not more than one calendar month, report to the PROJECT MANAGER on the progress of the WORKS, supporting his reports with appropriate Documentation including any revisions to the approved programme.

- 50.8 The CONTRACTOR shall maintain, and cause SUB-CONTRACTORS to maintain, a quality assurance system as specified in the CONTRACT. The existence of such a quality assurance system shall not relieve the CONTRACTOR from any of his other duties, obligations or liabilities under the CONTRACT. The CONTRACTOR shall also prepare and implement a validation plan, if such a requirement is specified in the CONTRACT.

## 51.0 PROGRESS REPORTS AND PHOTOGRAPHS

- 51.1 The CONTRACTOR shall furnish soft copy progress photographs of the work done in his shop/site. Photographs shall be taken when and where indicated by the PROJECT MANAGER. Photographs, if required shall be approximately 8 inches by 10 inches in size, including a margin on one 10 inch side for binding. . Each photograph shall contain the date, the name of the CONTRACTOR and the title of the view taken.




- 51.2 Required number of monthly progress reports, in prescribed proforma, shall be submitted by the CONTRACTOR to the PROJECT MANAGER for review. These shall detail the status of design, procurement of raw materials and bought outs, approval of the CONTRACTOR's drawings, manufacture of the equipment, statutory approvals taken, inspection of equipment/material, completed despatches, materials received at site, damages, if any, during transit, actions taken or replacement of damaged equipment, progress of erection work and programme of work for succeeding month and statement showing position of payment.

## 52.0 SPARES

All the necessary commissioning spares, Mandatory/Insurance/Bidders recommended spares as per Part II, Technical, Section 10.0 shall be included in the scope of CONTRACT.

## 53.0 SECRECY

The technical information, drawings, specifications and other related documents forming part of the NIT or the CONTRACT or such of those materials prepared during the execution of the project including photographs, micro-films, design, calculations etc. are the property of the OWNER and shall not be used for any other purpose, except for execution of contract. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and / or disclosed to a third party nor misused in any other form whatsoever, without the OWNER's previous consent in writing except to the extent required for the execution of this CONTRACT. Such technical information, drawings specifications and other related documents furnished shall be returned to the OWNER with all approved copies and duplicates, if any, immediately after they have been used for the agreed purposes.

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For avoidance of any doubt it may be clarified that this clause relate to documents prepared by OWNER.

In the event of any breach of this provision, the CONTRACTOR shall indemnify the OWNER from any loss, cost or damage or any other claim whatsoever from any parties claiming from or through them in respect of such breach.

All intellectual property rights in documents and calculations prepared by CONTRACTOR shall at all times exclusively vest with CONTRACTOR and be used by OWNER in accordance with the CONTRACT.

## 53.2 Records of Contract Documents

53.2.1 The CONTRACTOR shall at all times make and keep sufficient copies of the DRAWINGS, Specifications and CONTRACT documents for him to fulfil his duties under the CONTRACT.

53.2.2 The CONTRACTOR shall keep on each SITE at least three copies of each and every Drawing, Specification and CONTRACT Document in excess of his own requirement and those copies shall be available at all times for use by the OWNER and PROJECT MANAGER and by any other person authorized by the OWNER who have a need to know the same for the PROJECT, who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the CONTRACTOR throughout the duration of the CONTRACT. Where one or more of CONTRACTOR'S yards/offices/offshore spreads are deployed in the WORKS, all requirements of the CONTRACT and CONTRACTOR'S obligation under the CONTRACT shall apply equally at each yard/office/offshore spread so deployed.

## 54.0 CORRESPONDENCE

54.1 All correspondence from the CONTRACTOR to the OWNER shall be as per the correspondence distribution schedule. All communications including technical-commercial clarification and/or comments shall be addressed to OWNER and shall always bear reference to CONTRACT.




54.1.1 Correspondence on technical and commercial matters shall be dealt with in separate letters and each copy of the letter shall be complete with all Annexure, if any.

54.2 Any notice to the CONTRACTOR under the terms of the CONTRACT shall be served by registered mail/Speed Post, fax or courier.

54.3 Any notice to the OWNER shall be served from the CONTRACTOR's Principal office in the same manner.

54.4 Any written order or instruction of OWNER or his duly authorised representative, communicated to authorised representative of the CONTRACTOR at site office shall be deemed to have been communicated to the CONTRACTOR at his legal address.

54.5 A notice shall be effective when delivered or on date of the notice, whichever is later.

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## 55.0 MATERIALS AND EQUIPMENT

### 55.1 Materials

55.1.1 CONTRACTOR shall supply, to the OWNER, all materials required for incorporation in the permanent works as determined by the CONTRACTOR, within the scope of work, to be necessary to establish, commission and operate (so far as concerns mandatory spares) the PLANT/ Unit delivered on CIF basis at Indian port of CONTRACTOR's choice in respect of imported materials and delivered ex-factory at the price of materials specified in the Price Schedule. It is hereby clarified that the said contract shall include a contract for the sale and supply within the price of materials (and any recoveries in respect thereof under any policy of insurance) of all materials required for the replacement of any defective materials and any materials lost, damaged or destroyed during transit, storage, fabrication, erection or otherwise prior to the issue of PRELIMINARY ACCEPTANCE CERTIFICATE.

#### 55.1.2 INVOICES

CONTRACTOR's invoices shall be raised as per approved Billing Schedule.

(a) The CONTRACTOR's invoice shall be in the format with all the requisite information as prescribed under GST Laws.




(b) Before raising GST invoices, CONTRACTOR shall coordinate with the OWNER with respect to address and GSTIN number on which such invoices have to be raised

55.1.3 The CONTRACTOR shall be responsible at his own cost and initiative within the scope of services, to take delivery of the materials from the port of delivery in India in respect of imported materials and from the factory or ware-house or other place(s) of delivery in respect of indigenous materials and to transport these to the CONTRACTOR's stockpiles, godowns or other places of storage approved by the PROJECT MANAGER, and to transport the same from said godowns or place(s) of storage to the work site for installation in the permanent WORKS.

55.1.4 The work of delivery and transportation of materials shall include (but not be limited to) the following:

- i) Clearance of the goods through custom and port clearance including filling and/or filing of all custom manifests, bills of entry, and custom declarations and other documents as may be required for the clearance of the goods from customs or port authorities, for which purpose the OWNER shall, from time to time, grant to the CONTRACTOR or the CONTRACTOR's designate(s), such authority(ies) as may be reasonably required by the CONTRACTOR in this behalf.
- ii) Stevedoring, clearing, forwarding and handling services as required for clearing, forwarding and handling imported and indigenous materials and consignments including payment at CONTRACTOR's cost of any demurrage, wharfage, port charges, siding charges, retention charges, detention charges or other charges whatsoever and howsoever designated or levied by any railway, air-port, ship and/or other authorities for or in connection with the loading, unloading or






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detention of any materials or vessels or other means of transport beyond the free period or unloading, clearance, retention or detention or loading, as the case may be, provided by the relevant authority(ies) or carrier(s) in this behalf.

- iii) All works and operations necessary to lift and to remove the material from port, ware-house, railway or other siding, factory or other places of delivery, loading, handling, transporting and unloading and safely stacking, placing or storing the same at approved godowns, yards or other place(s) of storage including lashing or other-wise securing or protecting the same in transit and during and in storage.
- iv) Supply, procurement, mobilization, and deployment of all labour thereof, equipment & machinery necessary for lifting, loading, handling, removing, transporting, unloading, stacking or securing the materials.
- v) Transit and storage insurance of all materials for the full replacement value thereof delivered at site.
- vi) All acts, deeds, matters or things required to fulfil all local, municipal and other statutory authorities with respect to the transportation of any materials through or into any State, municipal, local or other barriers or limits or for the import of the materials or any of them within the limits of such barrier, including payment of octroi or other local toll, terminal and/or entry or other taxes payable on the passage or entry of the materials through or within any local limits, for which purpose the OWNER shall give the CONTRACTOR and/or CONTRACTOR's designate(s) any and all authority(ies) as may be reasonably required in this behalf. If Road Permits, Entry Permits, Transit Permits or the like for the transportation of any materials is to be obtained in the name of the OWNER, the OWNER shall at the request of the CONTRACTOR sign and provide such documents as are required to be furnished by the OWNER to obtain the Permit(s).
- vii) All other acts, deeds, matters and things whatsoever ancillary, auxiliary or incidental to the above including but not limited to the grading of the site and/or creation of temporary approaches and ramps etc. as may be required.

#### 55.1.5 Heavy Lift Consignment (HLC) or Over Dimensional Consignments (ODC).




- i) CONTRACTOR shall make his own arrangements for movement of all consignments including ODC/HLC.
- ii) CONTRACTOR confirms that it has surveyed the route for transportation of ODC items of EQUIPMENT and CONTRACTOR further confirms that it has included all cost of repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. as required for transportation of ODC items of EQUIPMENT in its CONTRACT PRICE. OWNER shall not be responsible for repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. as required for the transportation of ODC items of EQUIPMENT and shall not be liable to reimburse the cost of such repairs of road, civil works, strengthening of bridges, culverts, widening of roads, etc. to CONTRACTOR.

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## 55.2 GENERAL PROVISION WITH REGARD TO MATERIALS

55.2.1 The CONTRACTOR shall, within the scope of work, undertake the following activities and responsibilities with respect to and in addition and without prejudice to the activities and responsibilities under Clause 55.1.0 and associated clauses there under in respect of materials:

- i) The CONTRACTOR shall in taking delivery, ensure compliance of any condition for delivery applicable to deliveries from the concerned authority or carrier, and shall be exclusively responsible to pay and bear any detention, demurrage or penalty or other charges payable by virtue of any delay or failure by the CONTRACTOR in lifting the materials or in observing any of the conditions aforesaid, and shall keep the OWNER indemnified from and against all consequences thereof
- ii) The CONTRACTOR shall maintain a day-to-day account of all materials indicating the daily receipt(s), consumption(s) and balance of each material and category thereof. Such account shall be in the format, if any, prescribed by the PROJECT MANAGER and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR MANAGER's office and site(s) and shall be open for inspection and verification (by verification of documents in support of the entry as also by feasible verification of the stock) at all times by the PROJECT MANAGER with authority at all times without obstruction to enter into or upon any godown or other place(s) or premise(s) where the materials or any part of them are lying or stored and to inspect the same himself and or through his representative(s).
- iii) All materials shall be taken delivery of, held, stored and utilised by the CONTRACTOR as Trustee of the OWNER, and delivery of the material to the CONTRACTOR shall constitute an entrustment thereof to the CONTRACTOR, with the intent that any utilization, application or disposal thereof by the CONTRACTOR otherwise than for permanent incorporation in the contractual works in terms of the contract shall constitute a breach of trust by the CONTRACTOR.
- iv) The CONTRACTOR shall at all times be exclusively responsible for any and all losses, damages, deterioration, misuse, wastage, theft, or other application or misapplication or disposal of the materials or any of them contrary to the provisions hereof and shall keep the OWNER indemnified from and against the same and shall forthwith at its own cost and expenses replace any such material, lost, damaged, deteriorated, misused, wasted, stolen, applied, mis-applied and/or disposed as aforesaid with other material of equivalent quality and quantity delivered to site at the CONTRACTOR's risks and costs in all respects.
- v) The CONTRACTOR shall take out, at his own cost and keep in force at all times, during transit, handling, storage, and erection upto completion in all respect of the work, policy(ies) with Insurance Company(ies) approved by the OWNER for the full replacement value of the materials at site against the risks hereinafter specified. Such policies shall be in the joint names of the OWNER and the CONTRACTOR, with exclusive right in the OWNER to receive all monies due in respect of such policy(ies) and with right in the OWNER (but without obligation to do so) to take out and pay the premia for any such policy(ies) and deduct the premia and any other costs and expense in this behalf from the monies for the time being due or in future




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becoming due to the CONTRACTOR. In case of Insurance claim, the GST leviable on the transfer of the claim money from OWNER to CONTRACTOR shall be over and above the GST cap indicated in the CONTRACT and shall be borne by OWNER.

- a) Notwithstanding anything herein provided, the CONTRACTOR shall be and remain solely and exclusively liable to repair, restore or replace, as the case may be, the materials damaged or destroyed as a result of any act or omission, notwithstanding the existence or otherwise of any policy(ies) of insurance aforesaid, with the intent that any policy(ies) of insurance aforesaid taken out by the CONTRACTOR or by the OWNER, on default by the CONTRACTOR, shall not anyway absolve the CONTRACTOR from his full liability up to and until issue of the PRELIMINARY ACCEPTANCE CERTIFICATE as provided for herein in respect of the works, the work(s) and all materials incorporated therein shall be and remain at the risks of the CONTRACTOR in all respects, including (but not limited to) accident, lightning, earth-quake, fire, storm, flood, tempest, riot, civil commotion and/or war or otherwise with respect to the materials, but shall constitute merely an additional security and not a substitution of liability.
- b) It shall be the exclusive responsibility of the CONTRACTOR to lodge and pursue any or all claims in respect of the insurance aforesaid.
- c) The CONTRACTOR shall, as a condition to the certification of any Running Account Bill, satisfy the OWNER/ Project Manager of the existence of one or more policy(ies) of insurance, covering the materials as specified herein. The policy(ies) of insurance aforesaid shall cover all insurable risks, including but not limited to, any loss or damage commencing from the supplier's ware house in handling, transit, storage and during erection, theft, pilferage, riot, civil commotion, force majeure (including earth quake, flood, storm, cyclone, tidal wave, lightening and other adverse weather conditions), accidents of kinds, fire, war risks and explosion.
- vii) If the CONTRACTOR shall default in replacing at the job site, free of any cost to the OWNER, any material lost, damaged, deteriorated, misused, wasted, short, stolen, misapplied or disposed of within the provisions hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials.

### 55.3.0 **BILLS OF MATERIALS**

- 55.3.1 The CONTRACTOR shall furnish to the OWNER a detailed Bill of Materials specifying the materials, which on preliminary determination made by the CONTRACTOR, will be required to be incorporated in the permanent works in order to establish the WORKS/ Unit and to operate the PLANT/Unit (to the extent of the mandatory spares), including construction materials.
- 55.3.2 Each item entered in the Bill of Materials shall be priced, so far as possible, in conformity with the details given in this behalf in the priced bid. The Bill of Materials and said price break-up therein and in the price bid are intended only to form a basis for the purpose of calculating on account payments and for calculating payments due to the CONTRACTOR under Clause 34.0 of GCC upon cancellation of contract, and for no other purpose.

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55.3.3 The OWNER shall review or cause to be reviewed the prima facie adequacy, sufficiency, validity and/or suitability of the materials listed in the Bill of Materials for the works for which they are intended, and of the prices indicated in the Bill of Materials in respect thereof. Such review shall be performed in conjunction with the design, engineering, specification and other technical reviews to be done by the OWNER and all provisions applicable thereto with reference to critical drawings shall be applicable to the review of the Bill of Materials.

55.3.3.1 The priced Bill of Materials as approved by the OWNER shall constitute the Bill of Materials envisaged in the contract documents. However, no such approval shall, in any manner, absolve the CONTRACTOR of his full responsibility under the CONTRACT to sell and supply to the OWNER at and within the price of materials quoted in the Price Schedule, all materials required for the permanent incorporation in the works and which are required to establish, commission and operate (to the extent of mandatory spares) the PLANT/ Unit in accordance with the CONTRACT and the specifications, complete in all respects including spares, tools, tackles and testing equipment, so far as included within the scope of supply, whether or not any particular material is actually included within or omitted in the Bill of Materials and whether or not the price thereof is included in the price indicated in the Bill of Materials and whether or not the price thereof is in conformity with the price thereof indicated in the Bill of Materials. The review and approval of the Bill of Materials and the prices therein are intended only for the satisfaction of the OWNER that the priced Bill of Materials, prima-facie covers the materials required to be supplied by the CONTRACTOR within the scope of supply.

55.3.4 The Bill of Materials shall be subject to amendment in both items and prices in so far as necessary consequent upon any amendment in any relevant related technical particulars, and upon any amendment, the amended Bill of Materials as approved by the OWNER, shall thereafter constitute the Bill of Materials as envisaged in the CONTRACT documents, provided that unless the amendment results from a CHANGE ORDER and/or agreed variation, no such amendment shall anyway impose any liability on the OWNER to pay customs and other import duties in excess of the customs and other import duties payable on the value of imported materials as indicated in the Price schedule but for such amendment.




#### 55.4 **SUPPLY OF MATERIALS**

55.4.1 The CONTRACTOR shall supply the materials required to be supplied within the Contractor's scope of supply for incorporation in the permanent works in accordance with and to meet the requirements in quality, quantity and other particulars of the descriptions, specifications, plans, drawings, designs and other documents applicable thereto, and the CONTRACTOR shall be deemed to have undertaken that all materials selected, procured and supplied by the CONTRACTOR within the scope of supply shall be of the best quality and workmanship and shall be capable of producing the designed desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.

55.4.2 The CONTRACTOR shall undertake and complete the supply of materials within the scope of supply to meet the scheduled progress and requirements of the WORK within the scope of work.

55.4.3 Within 30 (thirty) days from the EFFECTIVE DATE OF CONTRACT, the CONTRACTOR shall submit to the OWNER for approval in respect of each work or groups of work, a






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detailed Delivery Schedule in Graphical or other suitable form giving dates of starting and finishing the various supplies relating to the WORK, providing sufficient margin to cover for contingencies. The PROJECT MANAGER and the CONTRACTOR shall thereafter, within 14 (Fourteen) days, settle the Delivery Schedule which shall form part of the CONTRACT with attendant obligations upon the CONTRACTOR to make the various deliveries/supplies involved on or before the date(s) mentioned in respect thereof in the Delivery Schedule.

- 55.4.4 All materials shall be deemed to have been accepted only when the material is received at the project SITE and accepted by the PROJECT MANAGER. Such acceptance shall however, be subject to the terms and conditions hereof, including the right of rejection and/or replacement as elsewhere herein specified.
- 55.4.5 Deleted
- 55.4.6 Any reference in the CONTRACT documents to the “approved Delivery Schedule” or to the “Delivery Schedule” shall mean the approved Delivery Schedule specified in Clause 55.4.3 above.
- 55.4.7 Within 7 (Seven) days of the occurrence of any act, event or omission which, in the opinion of the CONTRACTOR, is likely to lead to delay in the commencement or completion of delivery of any particular material or of all material and is such as would entitle the CONTRACTOR for an extension of the time specified in this behalf in the Delivery Schedule(s), the CONTRACTOR shall inform the PROJECT MANAGER in writing of the occurrence of the act, event or omission and date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the CONTRACTOR is of opinion that an extension of time specified in the Delivery Schedule related to particular material(s) or in relation to all materials is necessary, the CONTRACTOR shall within 7 (Seven) days after the cessation or fulfilment as aforesaid make a written request to the PROJECT MANAGER for extension of the relative time specified in the Delivery Schedule and the PROJECT MANAGER shall at any time, prior to completion of the work, extend the relative time of completion in the Delivery Schedule for such period(s) as he considers necessary, if he is of reasonable opinion that such act/event/omission constitutes a ground for extension of time in terms of the CONTRACT and that such act/event/omission has in fact resulted in insurmountable delay to the CONTRACTOR.
- 55.4.8 Notwithstanding the provisions of Clause 55.4.7 hereof, the OWNER may at any time after the completion of the work in all respects at the request of the CONTRACTOR made by way of appeal either against a decision of the PROJECT MANAGER taken under Clause 55.4.7 or against the PROJECT MANAGER’s refusal to take a decision under the said clause, if satisfied of the existence of any ground(s) justifying the delay/omission, extend the date of delivery of any materials for such period(s) as the OWNER may consider necessary. If the Contractor disagrees with the decision of the OWNER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.
- 55.4.9 If the CONTRACTOR fails to supply the materials in accordance with the dates in this behalf specified in the Delivery Schedule which has an impact on the critical path of the schedule, the CONTRACTOR shall provide the OWNER with a suitable plan to recover the delay, but without prejudice to any other rights, discount or remedy available to the OWNER in respect of such delay or failure.






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#### 55.4.10 MAKE OF MATERIALS

- i) All equipment and materials to be supplied under this CONTRACT shall be from approved vendors as indicated in the Bidding Document or as otherwise approved by the PROJECT MANAGER / OWNER.
- ii) Wherever any item is specified by a brand name, manufacturer or vendor, the make mentioned shall be for establishing type, function and quality desired. Other makes will be considered, provided sufficient information is furnished to the OWNER/ PROJECT MANAGER, to assess the makes proposed by the CONTRACTOR as equivalent and acceptable and approved by PROJECT MANAGER.
- iii) Where the makes of materials are not indicated in the Bidding document, the CONTRACTOR shall furnish details of proposed makes and supplies and supply the same after obtaining the OWNER's/ PROJECT MANAGER's approval.

#### 55.5.0 CERTIFICATE OF VERIFICATION AND GOOD CONDITION

- 55.5.1 The CONTRACTOR shall, before supply of material covered within the scope of supply, at his own risks, costs and initiative, undertake or cause to be undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and shall cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material(s) which has/have not passed such tests/analysis or inspection and which are not accompanied by the tests results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and/or practices.
- 55.5.2 On arrival of the material at site the CONTRACTOR shall give written notice thereof to the PROJECT MANAGER or Inspection Agency notified by the OWNER in this behalf, to inspect the materials, and shall keep in readiness for inspection, the materials and the relevant tests results, reports and certificates hereto.
- 55.5.3 Notwithstanding any other provisions in the contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall, if so required by the PROJECT MANAGER or Inspection Agency in writing at his own risks and costs, analyse, test, prove and weigh all materials (including materials incorporated in the works) required to be analysed, tested, proved and/or weighed by the PROJECT MANAGER or Inspection Agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the PROJECT MANAGER or Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof of weighment of the materials as directed by the PROJECT MANAGER or Inspection Agency.
- 55.5.4 If on Inspection or proof, analysis or tests as aforesaid the PROJECT MANAGER or Inspection Agency nominated by the OWNER in this behalf is prima facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials and description given in the shipping documents and in the CONTRACTOR's invoices in this behalf and that the test reports/results/certificates given in respect thereof are prima facie in conformity with the relevant result/reports/certificates required in

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respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the PROJECT MANAGER shall issue to CONTRACTOR, a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition elsewhere envisaged in the CONTRACT documents. Should the PROJECT MANAGER not issue said Certificate within 5 working days, following the conformity of the aforementioned requirements, the Certificate of Verification and Good Condition shall be deemed issued.

55.5.5 Such certificate is only intended to satisfy the OWNER that prima facie the material supplied by the CONTRACTOR is in order and shall not anyway absolve the CONTRACTOR of his/its full responsibility under the CONTRACT in relation thereto, including in relation to specification fulfillment and/or performance or other guarantees.

55.5.6 Notwithstanding that any area(s) or source(s) has/have been suggested by the OWNER to the CONTRACTOR from which any material for incorporation in the WORKS can be obtained, the CONTRACTOR shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested by the OWNER and suitability of the material available from such source(s) with the intent that any suggestion as aforesaid shall not anyway relieve the CONTRACTOR of his full liability in respect of the suitability and quality of the material(s) obtained from said source(s) and the CONTRACTOR shall obtain material(s) there from and incorporate the same within the permanent works entirely at his own risks and costs in all respects, with the intent that any such suggestion by the OWNER shall only be by way of assistance to the CONTRACTOR and shall not entail any legal responsibility or liability upon the OWNER.




#### 55.6.0 **MATERIALS WITHIN THE CONTRACTOR'S SCOPE OF SUPPLY**

55.6.1 The OWNER does not warrant or undertake the provisions of any materials and the CONTRACTOR shall not imply, by conduct, expression or assurance or by any other means, any promise or obligation on the part of the OWNER in his respect understood by the CONTRACTOR.

#### 55.7.0 **SHIPPING AND OTHER DOCUMENTS**




55.7.1 Without prejudice to any other obligations of the CONTRACTOR under the CONTRACT, and in addition to any other documents required to be furnished by the CONTRACTOR under the CONTRACT, the CONTRACTOR shall, in respect of all items and materials imported into India, obtain and furnish within 7(seven) working days to the OWNER, at his own cost and initiative, the following documents (hereinafter for the sake of brevity collectively referred to as the "the said documents") according to the provisions of the following clauses, namely :

- i) Signed Invoice(s);
- ii) Clean Bill of Lading;
- iii) Packing lists/Mill Tally Sheets;
- iv) Certificate of origin;
- v) Consular's Invoice, if necessary ;
- vi) Export License/documents, if applicable; and

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- vii) Any other document(s) or literature required for Custom clearance;
- viii) Phytosanitary Certificate for packing material as per International norms

- 55.7.2. The Bill of Lading shall be drawn to show the CONTRACTOR, the description of the items/materials giving the dimensions, quantities, weights, and all other details required for Customs clearance of the consignment, and/or as may be specified by the OWNER from time to time in this behalf.
- 55.7.3. The Bill of Lading shall show the gross freight amount, and shall either indicate or be accompanied by the carrier's statement of charges and shall carry all other particulars necessary to bind the carrier.
- 55.7.4. The CONTRACTOR shall not less than 7(seven) clear days before the contemplated date of shipment, inform the PROJECT MANAGER of the contemplated date of relative shipment of the item(s) or material(s) and of the contemplated date of arrival thereof in India.
- 55.7.5. In addition, within 14 (fourteen) working days of the date of shipment, the CONTRACTOR shall dispatch, by Air Courier, according to the instructions of the PROJECT MANAGER in this behalf, 10 (Ten) sets/copies of the said documents.
- 55.7.6. The CONTRACTOR shall also, within 48 (Forty-Eight) hours of shipment, send intimation of shipment by fax or scanned copy by email to the addresses of the OWNER and/or PROJECT MANAGER specified in this behalf.
- 55.7.7. The Invoice shall be drawn in the name of the OWNER and shall state the quantity and detailed description of each item supplied reflecting the value of each item/material and the basis of delivery as CIF.
- 55.7.8. The description of each item/material indicated in the Invoice and the Bill of Lading shall conform to the description of the item/material as given in the relative Import License(s)/Permit(s) issued to the OWNER in this behalf.
- 55.7.9. The Invoice and Bill of Lading shall also indicate on the face of it, the Number, date and validity of the Import License (if the Import License has been revalidated, Number and date of re-validation) against which the Import is being made.
- 55.7.10. Invoice(s) referred to with reference to the said documents are intended merely to comply with customs and Import formalities and will not create any obligation for payment thereof or against unless specifically as provided elsewhere in the CONTRACT.
- 55.7.11. The OWNER reserves the right to vary the said list of documents by addition thereto or subtraction there from and to vary applicable instruction(s) from time to time.
- 55.7.12. CONTRACTOR shall send intimations of despatches indicating items despatched, quantity, value, weight and carrier particulars directly through fax to the insurance company fixed by CONTRACTOR. A copy of this letter/ intimation shall also be given to commercial negotiating bank for payment against Letter of Credit. Copies shall also be sent to OWNER.

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## 55.8 PACKING AND FORWARDING

### 55.8.1 IMPORTED SUPPLIES

- The CONTRACTOR wherever applicable, shall, after proper painting, pack and crate all materials for shipment in a manner suitable for export to a tropical, humid climate in accordance with internationally accepted export practices and in such a manner so as to protect them from damage and deterioration in transit by road, rail and/or sea and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) to the materials due to improper packing.
- The CONTRACTOR shall notify the OWNER and PROJECT MANAGER of the date of each shipment from the port of embarkation as well as of the expected date of arrival of such shipment at the designated port of arrival only for the OWNER's/ PROJECT MANAGER'S information.
- The CONTRACTOR's notification shall give complete shipping information concerning the weight, size and content of each package and such other information as the OWNER may require.
- The packing material used should be duly certified by a Phytosanitary Certificate issued as per international norms.

### 55.8.2 INDIGENOUS SUPPLIES

- The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and during storage at the site till the time of erection. Without prejudice to any other liabilities or obligations of the CONTRACTOR, the CONTRACTOR shall be responsible for all damage(s) due to improper packing.
- The CONTRACTOR shall notify OWNER/ PROJECT MANAGER of the date of each shipment from the works and expected date of arrival at the site for the information of OWNER/ PROJECT MANAGER.
- The CONTRACTOR's notification shall also give all shipping information concerning the weight, size and content of each packing and such other information as the OWNER/ PROJECT MANAGER may require.
- The following documents shall be sent to the OWNER/ PROJECT MANAGER within 10 (ten) days from the date of shipment :
  - Invoice (2 copies)
  - Packing List (2 copies)
  - Test Certificate (4 copies)
  - Railway Receipt/Lorry Receipt (2 copies)

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- Insurance Certificate (2 copies) or copy of MCE Policy
- Third Party Inspection Release Note or Inspection Certificate as per QAP approved by OWNER/ PROJECT MANAGER or waiver certificate issued by OWNER/ PROJECT MANAGER (2 copies).

### 55.8.3 Assembly Marks and Name Plates

55.8.3.1 All component/parts of EQUIPMENT shall be indelibly hard marked with identification marks, comprising EQUIPMENT, part numbers, and CONTRACT number/PO number which shall also be shown on drawing to facilitate speedy identification, assembling or dismantling.

55.8.3.2 On each EQUIPMENT, a nameplate indicating basic details, pressure rating, wherever applicable, code number of EQUIPMENT, electrical characteristics in case of electrical EQUIPMENT, name of instrument with tag no., manufacturer's name shall be fixed at proper place.

55.8.3.3 For packages where marking is not possible at least two metallic nameplates must be affixed. Marking on the plates will be by means of engraving or indelible paint and will include the information listed above.

### 55.8.4 Marking

55.8.4.1 CONTRACTOR shall mark the following on packing three sides i.e. two sides faced and cover (Top) EQUIPMENT with indelible paint in conspicuous printed letters not less than 5 cm. in size in English:




For Imported EQUIPMENT

Government of India  
A/c COAL TO AMMONIUM NITRATE PROJEC, ODISHA, INDIA

.....

- a) CONTRACT /PO NO. : \_\_\_\_\_
- b) Equipment Description and Item Nos. : \_\_\_\_\_
- c) Package : \_\_\_\_\_ of \_\_\_\_\_
- d) Gross / Net Weight (Kgs.) : \_\_\_\_\_
- e) Dimension L x W x H cms. : \_\_\_\_\_
- f) WARNING MARKS (FRAGILE, ATTENTION, TOP, KEEP DRY ETC.)
- g) Forwarding No. : \_\_\_\_\_
- h) Part shipment/full shipment/final shipment : \_\_\_\_\_
- i) Each package shall bear a symbol contained in the package as follows:  
'A' Storage in a closed storehouse.  
'B' Storage under a shed.






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‘C’ Storage in the open.

- 55.8.4.2 Depending on the characteristics of the contents in the packages, the packages have to be marked with appropriate international marking (“HANDLE WITH CARE”; “THIS SIDE UP”; “SLING MARK”; ETC.) and other indications necessary for correct handling such as Centre of Gravity and points of slinging (in case of heavy loads).
- 55.8.4.3 For packages where marking is not possible, at least two metallic nameplates must be affixed. Marking on the plates will be by means of engraving or indelible paint and will include the information listed above.
- 55.8.4.4 All corners of the packages shall be painted with indelible ‘Blue’ paint at least 125 mm in depth for easy identification/location of the packages for clearance and handling at the port.
- 55.8.5 Packing List
- 55.8.5.1 CONTRACTOR will include in each package an item-wise packing List, Invoice No. and associated drawings.
- 55.8.5.2 The packing list and any other documents shall be put in a closed polyethylene envelope and included in each package.
- 55.8.5.3 A second copy of the packing list shall be placed in a polyethylene envelope on the outside of the each package by means of metallic plate marked “Documents”. As regards columns, exchangers and similar equipment, the envelope shall be placed in a nozzle being identified by an arrow, in indelible paint, followed by the word “Document”.
- 55.8.5.4 Shipping documents must always be presented in the number of copies indicated in this CONTRACT.

## 55.9 EQUIPMENT

- 55.9.1 The CONTRACTOR shall be exclusively responsible to arrange for importation into India in its own name on drawback or re-export or other basis all equipment, if any, required to be imported into India for the purposes of the WORK and to pay and bear the customs, import and other duties and levies (if any) payable thereon or in respect thereof, and will be solely responsible for the timely and proper compliance of all applicable terms and conditions and formalities relative thereto.
- 55.9.2 The CONTRACTOR shall within 4 (four) months from the date of receipt of Acceptance of Bid, furnish to the PROJECT MANAGER a list of the said equipment which he proposes to import into India on a draw-back/re-export basis for the purposes of the work, together with complete details thereof. The OWNER may without obligation or responsibility furnish to the Import Licensing Authorities in India its recommendations relative to import of such equipment which the OWNER considers necessary for the work. The OWNER may also without obligation or responsibility render such assistance as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain the relative Import License(s)/Permit(s) for the importation of the said equipment on a draw-back/re-export basis.




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## 55.10 MISCELLANEOUS IMPORTS

- 55.10.1 The CONTRACTOR shall be exclusively responsible at his own costs and initiative to arrange for importation into India, to import into India, to pay Custom duties and Port and other charges and levies, to clear from Customs and to transport to job site all consumables, spares for the CONTRACTOR's equipment and other materials and things whatsoever not covered under the OWNER's obligation provided that the OWNER may, without obligation or responsibility, render the CONTRACTOR such assistance by way of recommendation to the Import Control authorities in India or otherwise as may be reasonably required by the CONTRACTOR from the OWNER to enable the CONTRACTOR to obtain Import License(s)/Permit(s) for importation of such consumables, spares, material and other items as the OWNER considers necessary for importation by the CONTRACTOR for the purpose of the CONTRACT, taking into account local availability.
- 55.10.2 Any obligation undertaken or recommendation, facility or assistance provided by the OWNER to the CONTRACTOR for or in relation to the importation of any equipment or material whatsoever into India by or on behalf of the CONTRACTOR pursuant to the provisions hereof or otherwise shall be without any responsibility or liability whatsoever upon the OWNER and without right in the CONTRACTOR to raise any claim or demand or to seek extension of time on account of any delay or failure on the part of the OWNER or any delay or failure by the CONTRACTOR in obtaining Import License(s) and/or permits for importation thereof into India.
- 55.10.3 All materials and equipment Imported into India by or on behalf of the CONTRACTOR for and in connection with the WORK and any obligation undertaken or recommendation, facility or assistance provided by the OWNER relative thereto shall be on the clear understanding that the MATERIALS and EQUIPMENT shall be utilised only for and relative to the performance of the WORK covered by the CONTRACT.
- 55.10.4 All the EQUIPMENT and temporary works and MATERIALS when brought to or erected on the job site, shall be exclusively intended for execution of WORKS and the CONTRACTOR shall not remove the same or any part thereof, except for the purpose of moving it from one part of the job site to another, without the prior consent in writing of the PROJECT MANAGER.
- 55.10.5 Upon completion of the works, the CONTRACTOR shall within the scope of work remove from the job site all the equipment and temporary works remaining thereon.
- 55.10.6 All EQUIPMENT, MATERIALS and temporary works shall at all times be and remain at the risks of the CONTRACTOR in all respects. The OWNER shall not, at any time, be liable for the loss or destruction of or damage to any EQUIPMENT, temporary works or MATERIALS for any reason whatsoever.

## 55.11 UTILITIES AND CONSUMABLES ETC.

- 55.11.1 Subject to any other provision to the contrary in the CONTRACT, the CONTRACTOR shall be and remain at all times exclusively responsible within the scope of work to provide all utilities, consumables, permits, licenses, easements and facilities and other items and things whatsoever required for or in connection with the WORK, including but not limited to those indicated by expression or implication in the bid documents and/or

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other CONTRACT documents or howsoever otherwise as shall be or may from time to time be necessary for or in connection with the WORK.

## 56.0 MEASUREMENTS, CERTIFYING INSPECTIONS AND PAYMENTS

### 56.1 Final Measurements

56.1.1 Within 15 (fifteen) days from the date of certification of works completed /milestone achieved in respect of the WORKS, or of any portion of the WORKS, section, group or job site, as the case may be, measurements for the works covered by such certification shall be jointly taken by the PROJECT MANAGER and the CONTRACTOR as herein provided.

56.1.2 If the CONTRACTOR fails to apply to the PROJECT MANAGER for measurements within 15 (fifteen) days from the date of certification of works completed/ milestone achieved as specified in Clause 56.1.1, the PROJECT MANAGER shall notify the CONTRACTOR in writing of the date(s) for measurements, and require the CONTRACTOR to be present on date(s) so notified.

### 56.2 Mode of Measurement




56.2.1 All measurements shall be recorded in the metric system, and shall be taken in accordance with the procedures set forth or provided for in the Schedule of Rates, Specifications and other CONTRACT Documents.

56.2.2 Where the mode of measurement is not provided for in the CONTRACT Documents in respect of any item of work, it shall be measured in accordance with the Indian Standard Specification No. 1200 (latest edition) and in the event of such item not being covered by Indian Standard Specifications, it shall be measured in accordance with the method of measurement in this behalf specified by the PROJECT MANAGER, whose decision in this regard shall be final and binding upon the CONTRACTOR. If the Contractor disagrees with the decision of the PROJECT MANAGER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.

56.2.3 All measurements shall be taken jointly by the PROJECT MANAGER and the CONTRACTOR or their respective representatives. The CONTRACTOR or his authorized representative shall be entitled to remain present at all times when joint measurements are being taken.

56.2.4 Despite due intimation, if the CONTRACTOR omits or fails to be present to witness joint measurements, the measurements shall be taken in the presence of the PROJECT MANAGER and the measurements so recorded and signed by the PROJECT MANAGER as correct, shall be final and binding upon the Parties.

56.2.5 Except in cases covered by Clause 56.2.4, in all other cases measurements shall be signed and dated on each page by the CONTRACTOR / CONTRACT MANAGER and PROJECT MANAGER or his representative. If the CONTRACTOR objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be dated and authenticated by the CONTRACTOR / CONTRACT MANAGER and PROJECT MANAGER or his representative. In the absence of any objection noted as

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aforesaid, the CONTRACTOR shall be deemed to have accepted the relative measurements as entered in the Measurement Book / Sheets and shall be barred from raising any objection in respect of any measurements recorded in the Measurement Book.




- 56.2.6 All objections noted in the Measurement Book in terms of Clause 56.2.5 shall be considered and decided within 15 days by the PROJECT MANAGER. The decision of the PROJECT MANAGER relative thereto (whether on the correct measurement to be adopted or on the mode of measurement to be adopted) shall be final and binding upon the Parties. If the Contractor disagrees with the decision of the PROJECT MANAGER, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.
- 56.2.7 The measurement as finally recorded in terms of Clause 56.2.4 or Clause 56.2.5 or 56.2.6, as applicable, shall be the Final Measurement.

### 56.3 CERTIFYING INSPECTIONS

All provisions referred to in Clauses 56.1 to 56.2, in respect of Mode of Measurement, shall apply to all inspections required to be made in order to qualify the CONTRACTOR for any payment(s) under the CONTRACT and any reference in the said clauses to measurements shall, for the purpose of this clause, be deemed to be a reference to certifying inspections and any reference therein to the measurement book shall, for the purpose of this clause, be deemed to be a reference to the certifying inspection book.

### 56.4.0 FINAL BILL

- 56.4.1 On the basis of the LUMPSUM PRICE provided in the CONTRACT and subsequent Change Order(s)/Amendment(s), if any and the approved billing schedule, the CONTRACTOR shall prepare a Final Bill in the prescribed form. Additions claimed to the LUMPSUM PRICE or reductions thereof on account of CHANGE ORDER(s) shall be separately indicated in the Final Bill with reference to the relative CHANGE ORDERS(s).
- 56.4.2 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 56.4.1 hereof separately state, include therein all claims of the CONTRACTOR if any with full particulars of the nature of such claim, grounds on which it is based and the amount claimed.
- 56.4.3 The Final Bill drawn in accordance with Clause 56.4.1 shall be submitted together with the PRELIMINARY ACCEPTANCE CERTIFICATE to the PROJECT MANAGER for certification, who shall certify the Final Bill, if drawn in accordance with Clause 56.4.1. After certification of the PROJECT MANAGER, the Final Bill shall be submitted in quadruplicate (or in such other number of copies as the OWNER may prescribe) accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE to the OWNER for payment.
- 56.4.4 All monies payable under the CONTRACT for WORKS to be performed and MATERIALS to be supplied up to and including successful completion and final tests and commissioning of the system and performance tests shall become due and payable to the CONTRACTOR only after submission to the OWNER of the Final Bill prepared in accordance with the provisions of Clause 56.4.1 hereof and associated provisions there under accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE in respect of the WORKS.

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56.4.5 Payments of the amount(s) due on the Final Bill to the extent certified by the PROJECT MANAGER, shall be made within 84 (Eighty Four) days from the due date as specified in Clause 56.4.4 hereof, subject to the deductions provided in Clause 56.4.6

56.4.6 All payments due to the CONTRACTOR on the Final Bill shall be subject to , tax deductions as provided for in Clause 56.7.2 and associated clauses there under, and any other deduction provided for herein or agreed to between the parties or required to be made under any law, rule or regulation having the force of law for the time being applicable, or elsewhere provided for in the CONTRACT documents.




## 56.5.0 PRICE SCHEDULE

56.5.1 The remuneration determined due to the CONTRACTOR as provided for in Clause 56.4.1 hereof shall constitute the entirety of the remuneration and entitlement of the CONTRACTOR in respect of the WORK under the CONTRACT, and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

56.5.2 Without prejudice to the generality of the provisions of Clause 56.5.1 hereof, the Price Schedule and LUMPSUM PRICE shall be deemed to include and cover (unless otherwise expressly specified to the contrary in any CONTRACT document(s)):




- (i) All costs, expenses, outgoings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen, including force majeure) to be taken or which may occur in or relative to execution, completion, testing, commissioning and/or handling over the WORKS to the OWNER and/or in or relative to acquisition, loading, unloading, transportation, storing, working upon, using, converting fabricating, or erecting any item, equipment, system, material or component in or relative to the WORKS, and the CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the works and items, MATERIALS, EQUIPMENT, and components required for the proper and complete execution of the Works though the CONTRACT documents may not fully and precisely set out, describe or specify them, and the generality hereof shall not be deemed to be anyway limited, restricted or abridged because in certain cases the CONTRACT documents or any of them shall or may and/or in other cases they shall or may not expressly state that the CONTRACTOR shall do or perform any particular labour or service or because in certain cases the CONTRACT documents state that a particular work, operation, supply, labour or service shall be performed/made by the CONTRACTOR at his own cost or without additional payment, compensation or charge or without entitlement of claim against the OWNER or words to similar effect, and in other cases they do not, or because in certain cases it is stated that the same are included in or covered by the Price Schedule and in other cases it is not so stated.
- (ii) The cost of all construction and related vessels, craft, vehicles, movements, plant, equipment, distribution of water and power, construction of temporary roads and access, temporary works, pumps, wiring, pipes, scaffolding, piling, shuttering and other materials, supervision, labour, insurance, fuel, stores, spares, supplies, appliances and materials, items, articles and things whatsoever (foreseen or unforeseen) by expression or implication to be supplied, provided or



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arranged in or relative to or in connection with the performance and/or execution of the WORKS and/or related or incidental thereto, complete in every respect in accordance with the CONTRACT document, and the plans, drawing, designs, orders and/or instructions;

- (iii) The cost of mobilisation including but not limited to mobilisation of vehicles, movements, machinery, equipment, gear, tools, tackle, consumables and other items and goods and personnel necessary for or to perform the WORKS contemplated under the CONTRACT, preparation and erection of work yards and other work places and facilities necessary for or to perform the WORKS contemplated under the CONTRACT and/or to supply the material included within the scope of supplies including all work, labour, inputs, goods, EQUIPMENT, and other items and things whatsoever necessary for the performance of the WORKS, dismantling and/or removal of the same and restoration of the site, lifting the materials and transporting them to CONTRACTOR's stock piles/work yard, job sites and loading, stacking and/or storing the same.
- (iv) The costs and risks of all rents, royalties, licenses, permits, permission and other fees, duties, penalties, levies, and damages whatsoever payable for or in respect of any protected or patented goods, materials, equipment or processes employed in or relative to the works and of all rents, royalties, licenses, permits, permissions and any other fee, duty, penalty, levy, loss or damages payable on the excavation, removal or transportation of any material or acquisition or use of any right of way or other right, licenses, permit, privilege, permission or uses required for or relative to the performance of the WORK.
- (v) The cost of all taxes and duties payable in India with regard to materials supplied by the CONTRACTOR within the scope of supplies, all customs and import duties, Indian Income Tax, applicable GST, quay, wharfage, demurrage, detention and landing charges and all other duties, taxes, fees, charges, levies, and/or cesses whatsoever imposed or to be imposed by the Central Government or State Government or Municipal or Local Bodies or other Authorities whatsoever and payable on any materials supplied and/or on works performed without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof.
- (vi) The cost of all indemnities under the CONTRACT, and insurance premia on insurance required in terms of the CONTRACT documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen and unforeseen) including but not limited to risks of delay or extension of time or reduction or increase in the work or scope of work and/or cancellation of CONTRACT, and/or accident, strike, civil commotion, war, strike, labour trouble, third party breach, fire, lightning, inclement weather, storm, tempest, flood, earthquake and other acts of God, Government regulation or imposition or restriction, dislocation of road, rail, sea, air and other transport, access or facility, flooding of site and/or access roads and approaches thereto, suspension of work, sabotage and other cause whatsoever.
- (vii) The cost of all inspections, tests and certificates relative thereto including third party tests and/or inspections where necessary, and of items, instruments, plant and/or tools and appliances required to conduct such inspection and tests.

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- (viii) The cost of all materials supplied and/or intended for incorporation in the WORKS supplied within the scope of work, delivery thereof to the job site, loading, transportation and unloading thereof, waste on materials, and return of empties and surpluses.
- (ix) The cost of all escalations (foreseen and unforeseen) including but not limited to increase in Government taxes and duties (beyond contractual completion period and any extension hereof due to reasons attributable to CONTRACTOR), labor costs and material costs and other inputs whatsoever..
- (x) All supervision charges, establishment's overheads, finance charges and other costs and expenses and charges to the CONTRACTOR, and the CONTRACTOR's profit of and relative to the WORK and/or supply.
- (xi) The cost of all deductions, reductions, discounts, adjustments and withholdings whatsoever under or in connection with the CONTRACT.
- (xii) The cost of all taxes & duties payable in India with regard to materials supplied by the CONTRACTOR within the scope of supplies, all customs and import duties, Indian Income Tax, applicable GST, quay, wharfage, demurrage, detention and landing charges and all other duties, taxes, fees, charges, levies, and/or cesses whatsoever imposed or to be imposed by the Central Government or State Government or Municipal or Local Bodies or other Authorities whatsoever and payable on any materials supplied and/or on works performed without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof.
- (xiii) The cost of all CONTRACTOR's Travel expenses, Lodging & Boarding expenses, overtime, office/site establishment expenses, attending meetings, etc. related to execution of the contract.




56.5.3 The rates stated in the Price Schedule and the lumpsum price(s) shall not be subject to escalation or increase for any reason whatsoever unless otherwise provided in the CONTRACT documents.

#### **56.6.0 ADVANCE PAYMENT**

56.6.1 Without prejudice to the provisions of Clause 56.4.4 hereof, the OWNER shall by way of assistance to the CONTRACTOR, make payments to the CONTRACTOR during the progress of the work and/or supply on the basis of Running Account Bills or otherwise as elsewhere more specially provided for in the CONTRACT documents. However, all payments shall be as per the payment terms agreed as per relevant clause.

56.6.2 The following provisions shall apply with respect to "advance" payments to the CONTRACTOR:

56.6.3 Advance(s) paid to the CONTRACTOR shall carry interest at the rates specified in the SPECIAL CONDITIONS OF CONTRACT, and shall be adjustable (without prejudice to

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the any other mode of recovery) from the Running Account Bills of the CONTRACTOR as provided in the SPECIAL CONDITIONS OF CONTRACT.

56.6.4 The advances paid to the CONTRACTOR shall be used for execution of this contract only and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that an advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and, without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).

56.6.5 Subject to the provisions of clause 34.0 of GCC all advances made by the OWNER to the CONTRACTOR shall forthwith become repayable to the OWNER in the event of the CONTRACT being terminated for any cause.

#### 56.7.0 MODE OF PAYMENT AND TAX DEDUCTIONS




56.7.1 All payments made under or in terms of the CONTRACT, shall be paid through Electronic Fund Transfer mechanism (EFT).

56.7.1.1 Subject to the other provisions hereof, if the execution of the WORKS or the supply of the materials shall necessitate the importation into India of MATERIALS, plant or EQUIPMENT within the CONTRACTOR's scope of supply, or if the WORKS or any part thereof are to be executed by labour from outside India or if any other circumstances exists as shall render this necessary or desirable, a portion of the payments to be made under the CONTRACT shall be made in the appropriate foreign currencies as requested in the CONTRACTOR'S bid and accepted by the OWNER.

56.7.1.2 All payments required to be made by the OWNER to the CONTRACTOR in foreign exchange shall be paid through Electronic Fund Transfer mechanism (EFT).

56.7.1.3 On written request from the CONTRACTOR, the payments by the OWNER to the CONTRACTOR may be made by wire transfer to an account or accounts to be designated by the CONTRACTOR and maintained by the CONTRACTOR with a bank or banks in India in respect of Rupee payments and to a bank or banks in the country in which CONTRACTOR's relevant bank account is located in respect of the Dollar/Home Currency payments, and shall be deemed to have been fully discharged when deposited in Dollars/Home Currency or Rupees as the case may be, in the account or accounts designated by CONTRACTOR as aforesaid, provided that, once all acts necessary to initiate the relevant wire transfer have been completed within the time specified for such payment, any delays within the international or domestic banking system in the transfer of such payments to CONTRACTOR's account or accounts shall not give rise to a claim that OWNER has breached its payment obligations hereunder. If funds are not received in the account or accounts designated by CONTRACTOR, OWNER will furnish upon CONTRACTOR's written request, documentary substantiation that all steps necessary to initiate the transfer of such funds have been taken by OWNER's bank or banks. All costs associated with such wire transfer and incurred in India shall be for OWNER's account, and all other costs shall be borne by the CONTRACTOR.

56.7.2 The CONTRACTOR shall be primarily responsible for the payment of all Indian Income tax.

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56.7.2.1 It is to understand that in terms of the Indian Law, the OWNER is responsible also to deduct at source Indian Income Tax at prescribed rates on any money paid or payable by the OWNER to a non-resident CONTRACTOR. With this in view, the following stipulations shall apply with respect to payments to non-resident CONTRACTOR.




- (i) The CONTRACTOR shall promptly apply for instructions from Income Tax Authorities in India of the rate at which deductions of tax at source shall be made by the OWNER on payments to the CONTRACTOR. Any reasonable information required by the OWNER or Income Tax Authorities for such instructions shall promptly be furnished by the CONTRACTOR, in the form (if any) required. Pending such instructions, the OWNER shall not release any payment to a non-resident CONTRACTOR.

Notwithstanding the foregoing, it is also agreed that the OWNER and the CONTRACTOR acknowledge that any International Tax Treaty, if any, in force between India and the Country of which CONTRACTOR is a resident for tax purposes shall be fully applied. Should the OWNER unduly apply any withholding tax in consideration of such international Treaty, CONTRACTOR shall be authorised to gross-up the CONTRACT PRICE accordingly and the OWNER shall pay CONTRACTOR the amounts become due.

- (ii) The amount(s) deductible at source by way of Indian Income Tax in accordance with the instructions of the Indian Authorities in conformity with applicable laws and international treaty or otherwise as aforesaid shall be deducted from all amounts payable by the OWNER to the CONTRACTOR.
- (iii) The amounts deducted shall be paid by the OWNER directly to the Income Tax Authorities on behalf of the CONTRACTOR. It is further agreed that the OWNER shall promptly provide CONTRACTOR with an official receipt in original issued by the relevant Administration in India of all the sums withheld and paid to the Indian tax Authorities.
- (iv) In the event of the amounts deducted being found ultimately to be in excess of the Indian Income Tax assessed, the CONTRACTOR shall be exclusively responsible to apply for and collect the refund thereof from the Income Tax authorities concerned in this behalf.
- (v) OWNER shall protect, defend, indemnify and hold CONTRACTOR or CONTRACTOR Group harmless, from any and all claims or liability with respect to the amount of Indian Income Tax deducted at source by OWNER on all amounts payable to CONTRACTOR, assessed or levied by the Government of India against CONTRACTOR for or on account of any act or omission on the part of the OWNER in breach of items (ii) and (iii) of this clause. Any interest, penalties or other liabilities arising from such failure shall be borne by OWNER. However, in the strict conformity with applicable laws and international treaty, in the event of the amount deducted being found to be less than the Indian Income Tax payable on assessment or otherwise, the CONTRACTOR shall forthwith pay the short- fall to the concerned Indian Income Tax Authorities. If the short-fall of tax deduction is resulted solely due to OWNER, the penalty and interest shall be OWNER's account."

56.7.2.2 The CONTRACTOR shall be exclusively liable to pay directly to the concerned Income Tax Authorities in India and to bear all Indian Taxes payable relative to employment of any personnel by the CONTRACTOR.



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56.7.2.3 Payments to a CONTRACTOR resident in India shall be subject to deduction of taxes under Section 194 C of Income Tax and/or under other Section, law, rule or regulation for the time being in force providing for the deduction of tax at source.

## 56.8.0 CLAIMS BY THE CONTRACTOR

56.8.1 No claim(s) shall on any account be made by the CONTRACTOR after submission of the Final Bill, with the intent that the Final Bill prepared by the CONTRACTOR shall reflect any and all claims whatsoever of the CONTRACTOR against the OWNER arising out of or in connection with the CONTRACT or any supply made or work performed by the CONTRACTOR there under or in relation thereto, and notwithstanding any enabling provision in any law or CONTRACT and notwithstanding any claim that the CONTRACTOR could have with respect thereto, the CONTRACTOR hereby waives and relinquishes any and all such claims not included in the Final Bill and absolves and discharges the OWNER from and against the same, even if in not including the same as aforesaid, the CONTRACTOR shall have acted under a mistake of law or of fact, or shall claim to have acted under economic compulsion or necessity.




56.8.2 If required by the OWNER, the PROJECT MANAGER shall be authorised to require the CONTRACTOR to furnish, and the CONTRACTOR shall, upon the request of the PROJECT MANAGER /OWNER, furnish all invoices, vouchers and accounting records as may be deemed necessary by the PROJECT MANAGER /OWNER for the purpose of verifying any CONTRACTOR's claim.

## 56.9 DISCHARGE OF OWNER'S LIABILITY

56.9.1 The acceptance by the CONTRACTOR of any amount paid by the OWNER to CONTRACTOR in respect of the Final Bill of the CONTRACTOR in settlement of all said dues to the CONTRACTOR under the Final Bill shall, without prejudice to the claims of the CONTRACTOR included in the Final Bill in accordance with the provisions of clause 56.4.2 of GCC, be deemed to be in full and final settlement of all such dues to the CONTRACTOR notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the CONTRACTOR related to the acceptance of such payment, with the intent that upon acceptance by the CONTRACTOR of any payment made as aforesaid, the CONTRACT (including the arbitration clause) shall stand discharged and extinguished insofar as relates to and/or concerns the entitlements of the CONTRACTOR under the CONTRACT except for the CONTRACTOR's right, if any, to receive payment in respect of his notified claims included in his Final Bill and the right to receive payment of the unadjusted balance of the Security Deposit in accordance with the provisions of Clause 56.10.3 on successful completion of the DEFECT LIABILITY PERIOD. But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the CONTRACT.

56.9.2 The acceptance by the CONTRACTOR of any amount paid by the OWNER to the CONTRACTOR in respect of the notified claims of the CONTRACTOR included in the Final Bill, in settlement of the claims of the CONTRACTOR, shall be deemed to be in full and final settlement of all claims of the CONTRACTOR and the CONTRACT shall stand discharged and extinguished insofar as relates to and/or concerns the claims of the CONTRACTOR except for the CONTRACTOR's rights to receive payments of the unadjusted balance, if any, of the security deposit in accordance with clause 56.10.3.0 hereof on successful completion of the DEFECT LIABILITY PERIOD. But nothing herein



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stated shall affect the CONTRACTOR's undischarged liabilities and obligations under the CONTRACT.

- 56.9.3 Notwithstanding anything provided in Clause 56.9.1 and/or Clause 56.9.2, the CONTRACTOR shall be and remain liable for defects in terms of DEFECT LIABILITY PERIOD and associated clause thereunder and for any indemnity to the OWNER in terms of Clause 56.10.2 and shall be and remain entitled to receive the unadjusted balance of the Security Deposit remaining in the hands of the OWNER in terms of Clause 56.10.3 and associated clauses thereunder.

#### **56.10.0 FINAL ACCEPTANCE CERTIFICATE**

- 56.10.1 Forthwith on the CONTRACTOR's application made after the expiry of DEFECT LIABILITY PERIOD provided and associated clauses thereunder and satisfaction of all liabilities of the CONTRACTOR in respect thereof, the PROJECT MANAGER shall issue a FINAL ACCEPTANCE CERTIFICATE to the CONTRACTOR Certifying that the CONTRACTOR has performed his obligations in respect of the DEFECT LIABILITY PERIOD and associated clauses thereunder, and until issue of such FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall be deemed not to have performed such liabilities notwithstanding issue of the PRELIMINARY ACCEPTANCE CERTIFICATE or payment of the Final Bill by the OWNER.




In the event that OWNER fails to issue the FINAL ACCEPTANCE CERTIFICATE, or fails to notify CONTRACTOR the reason for not issuing said certificate of acceptance, within a period of 60 days from CONTRACTOR's application, the FINAL ACCEPTANCE CERTIFICATE shall be deemed as issued by OWNER for all contractual purposes

- 56.10.2 Upon application for the FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall:

- (i) Be deemed to have warranted that it had been fully paid and satisfied all claims for or arising out of the WORK, labour, MATERIALS, supplies and EQUIPMENT used in or connected with the CONTRACT and all other liabilities whatsoever touching or affecting the CONTRACT, or its performance, including in relation to SUB-CONTRACTORS and suppliers, and
- (ii) To have undertaken to indemnify and keep indemnified the OWNER from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising there from or relating thereto.

- 56.10.2.1 Upon issue of the FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall be deemed to have released, acquitted and discharged the OWNER from and against all claims (known or unknown), liens, demands or causes of action of any kind whatsoever arising out of or relating to the CONTRACT or otherwise howsoever touching or affecting the same.

- 56.10.3 Forthwith on application made by the CONTRACTOR in this behalf accompanied by the FINAL ACCEPTANCE CERTIFICATE, or within 84 (Eighty Four) days of the OWNER passing the CONTRACTOR's Final Bill, whichever shall be later, the OWNER shall cancel and return to the CONTRACTOR all previous Bank Guarantees remaining unutilised in the hands of the OWNER, and upon such cancellation and return, the OWNER shall stand discharged of all obligations/ liabilities under the CONTRACT provided that the cancellation and return of any Bank Guarantee(s) furnished by the

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CONTRACTOR as and by way of security deposit shall be subject to the CONTRACTOR replacing such Bank Guarantee(s) with a Bank Guarantee from OWNER's approved list of banks in a format acceptable to the OWNER covering 10% (ten percent) of the value (or as determined by the OWNER) of equipments/works replaced or repaired during the DEFECT LIABILITY PERIOD for the unexpired term of extended defect liability period in respect thereof plus a 6 (six) months period. The claims or demands made during such additional 6 months period shall refer to events which has occurred before the expiry of the DEFECT LIABILITY PERIOD.

## **56.11 CLAIMS OF OWNER**

- 56.11.1 The release/payment of any unadjusted balance of the Security Deposit (furnished in the form of a Bank Guarantee or otherwise) by the OWNER to the CONTRACTOR as aforesaid or otherwise shall not be deemed or treated as a waiver of any right(s) or claim(s) of the OWNER existing before the issuance of the FINAL ACCEPTANCE CERTIFICATE or shall not stop or prevent the OWNER from thereafter making or enforcing any claim or any rights existing before the issuance of the FINAL ACCEPTANCE CERTIFICATE against the CONTRACTOR with the intent that the claims of the OWNER, against the CONTRACTOR shall continue to survive and shall not get extinguished notwithstanding the issue of FINAL ACCEPTANCE CERTIFICATE and/or the release of Security Deposit to the CONTRACTOR.




## **57.0 UNDERGROUND OBSTRUCTIONS**

- 57.1 The soil investigation report furnished in the NIT is indicative only and is enclosed purely for information/guidance purpose to the bidders. The CONTRACTOR shall carry out its own detailed soil investigation for the proposed plant. Design of the foundation system of the plant shall be based, only on the site specific report. Nothing extra shall be paid in case of any variation arising out of the soil report conducted by the bidders and the data given in the tender. In the event, CONTRACTOR encounters any underground obstructions, the same shall be removed by CONTRACTOR without any extra cost implications to the OWNER.

In the event, CONTRACTOR encounters any substantial underground obstruction which entails cost implication to the CONTRACTOR, the OWNER shall consider to compensate the CONTRACTOR reasonable cost compensation and/or time extension, depending on merit of the case after mutual discussion. The decision of the PROJECT MANAGER in this regard shall be in writing and shall be final and binding upon the CONTRACTOR. It is clarified that in case the CONTRACTOR disagrees with the decision of PROJECT MANAGER, the dispute shall be settled as per the provision of clause 39 of GCC.

## **57.2 Articles of Value Found**

All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the OWNER and the CONTRACTOR shall duly preserve the same to the satisfaction of the PROJECT MANAGER and shall from time to time deliver the same to such person or persons indicated by the OWNER.

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## 58.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES




- 58.1 Within 30 days of execution of the CONTRACT, the CONTRACTOR shall, insofar as necessary, register itself and the CONTRACT at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and/or any other applicable statutory authorities as required under the rules and regulations governing in India. The CONTRACT PRICE shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to OWNER for record.
- 58.2 Immediately after notification of the Acceptance of Bid, the foreign CONTRACTOR shall obtain permission for opening of their office(s) in India from the Reserve Bank of India, and shall obtain Income Tax clearance from Indian Income Tax authorities. Among other formalities, these will be required by the OWNER to release any payment due to the CONTRACTOR.

## 59.0 STATUTORY APPROVALS

- 59.1 Unless otherwise specified in Bidding Documents, it shall be the CONTRACTOR's sole responsibility to obtain all approvals from any authority (except for environment clearance and Consent to Establish/Operate, However the data and information required for the same shall be made available by the CONTRACTOR) required under any statute, rule or regulation of the Central or State Government concerned with the performance of the CONTRACT and/or the contractual Work. The application on behalf of the OWNER for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/COMMISSIONING of the WORKS is not delayed for want of the APPROVAL/inspection by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approval. All statutory fees shall be paid by the CONTRACTOR and the same shall be reimbursed by the OWNER upon production of documentary evidence by the CONTRACTOR.
- 59.2 Any deficiency(ies) as pointed out by any such authority shall be rectified by the CONTRACTOR within the scope of relative supply and/or WORK at no extra cost to the OWNER. The inspection and acceptance of the WORKS by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this CONTRACT.
- 59.3 No extension of time shall be granted for meeting the requirement and/or obtaining APPROVAL of statutory authorities.

## 60.0 UTILISATION OF LOCAL RESOURCES

- 60.1 The CONTRACTOR shall ascertain the availability of local SUB-CONTRACTORS and skilled/unskilled manpower and engage them to the extent possible for performance of the WORKS.
- 60.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at the site, but shall make maximum use of local labour available.

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## 61.0 FUEL REQUIREMENT OF WORKERS

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. The CONTRACTOR shall abide by the conditions put forth by the Environmental Clearance for the SITE as regards to construction workers.

## 62.0 SURPLUS MATERIAL

Notwithstanding anything provided elsewhere, all surplus materials including scrap shall be dealt as follows:

62.1 An inventory shall be made by the CONTRACTOR of all surplus materials including scrap at the project site in possession of the CONTRACTOR, upon completion of the CONTRACT.

62.2 Any balance Indigenous/imported surplus MATERIALS including scrap shall belong to the CONTRACTOR upon completion of the WORKS and will be allowed to be taken back by CONTRACTOR after compliance of statutory formalities.




**However, in case of applicability of concessional custom duty**, all imported surplus materials other than CONSTRUCTION EQUIPMENT which is brought to the SITE shall be the OWNER's property and shall be returned by the CONTRACTOR to the OWNER's designated stores. All such materials shall be subject to reconciliation and a proper accounting procedure shall be developed and strictly followed by the CONTRACTOR recorded in the inspection reports, proforma of which will be approved by the PROJECT MANAGER. These reports shall form part of the completion DOCUMENTS. Inspection and acceptance of the WORK shall not relieve the CONTRACTOR from any of his responsibilities under this CONTRACT.

62.3 For taking out balance indigenous/imported surplus MATERIALS including scrap as mentioned above upon the completion of the project, the CONTRACTOR shall have to furnish proof of entry and ownership of such MATERIALS inside the SITE, certification of PROJECT MANAGER and OWNER in this regard.

62.4 If the surplus materials including scrap are not removed by the CONTRACTOR from the Project site, within a period of 2 (two) months after due intimation by PROJECT MANAGER to CONTRACTOR to do so, OWNER shall be free to dispose these surplus materials/scrap at its sole discretion without any recourse available to the CONTRACTOR. Notwithstanding the same, value realized from disposal of project surplus materials/scrap not so removed by CONTRACTOR shall be retained by the OWNER and CONTRACTOR shall not raise any claim in any manner whatsoever for the value so realized by OWNER.

## 63.0 COORDINATION WITH OTHER AGENCIES

63.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site so that WORK may be carried out concurrently, without any hindrance to others. The PROJECT MANAGER shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.

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- 63.2 If and when required for the coordination of the WORKS with other agencies involved at SITE, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

#### 64.0 ERECTION OF EQUIPMENT

All erection shall be carried out by deploying a crane(s) of suitable capacity. Erection by derrick shall not be permissible. The CONTRACTOR shall submit erection schemes for erection of critical equipment to PROJECT MANAGER for his APPROVAL. No EQUIPMENT shall be erected in the absence of an approved erection scheme for such EQUIPMENT.

The quoted rates of the CONTRACTOR shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane.

#### 65.0 ELECTRICAL CONTRACTORS LICENCE

- 65.1 The CONTRACTOR or its nominated SUB-CONTRACTOR(s), as the case may be, shall have a valid electrical contractor's license for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to PROJECT MANAGER before commencement of any electrical work or work pertaining to Electrical System.

- 65.2 No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR or SUB-CONTRACTOR, as the case may be, intending to execute the WORK.




#### 66.0 RENTS & ROYALTIES

Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks or other materials required for the WORKS or any temporary works.

#### 67.0 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions commissions, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims or counter claims against the Government of India arising out of this CONTRACT and covenants not to sue the Government of India on any matter, claim, and cause of action or thing whatsoever arising of or under this CONTRACT.



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## 68.0 SITE CLEANING

The CONTRACTOR shall take care to keep clean the job site at all times for easy access to the job site and also from the safety point of view in accordance with the CONTRACT requirements.

## 69.0 ACCESS TO SITE

69.1 The CONTRACTOR shall at his own cost and initiative arrange for and provide any access to the work area and stringing or other yards for labour, EQUIPMENT and MATERIAL as may be necessary for any cause in addition to the ingress and egress available. Any arrangements in respect thereof as may be entered into by the CONTRACTOR with any person interested in the land through which access is sought, shall be in writing and a copy of the writing (certified by or on behalf of the CONTRACTOR to be true copy thereof) shall forthwith be lodged with the OWNER. Such a writing shall specifically stipulate that the OWNER shall not be responsible for any claims under the CONTRACT or for any damage, loss or injury to the land or any material, item or thing thereon or in, and the CONTRACTOR shall keep the OWNER indemnified from and against any claim, action or proceedings in respect thereof.

69.2 The CONTRACTOR shall at his own cost and initiative arrange for and obtain all necessary permissions, permits, consents and licenses as may be necessary to transport the MATERIALS, tools, EQUIPMENT, machinery and labour along or across any highway, roadway, or other way, or railway, tramway, bridge, dyke, dam or embankment, or lake, pond, canal, river, state terminal toll octroi, or other line, border or barrier. Traffic study if required, shall be carried out by CONTRACTOR independently without any liability on OWNER.

## 70.0 INDEPENDENT CONTRACTOR




70.1 OWNER shall have the right to instruct and direct CONTRACTOR, as to the results to be obtained under the CONTRACT, 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. Such instructions direction and/or inspection by OWNER shall not relieve CONTRACTOR of his obligation, duties or liabilities under the CONTRACT.

70.2 Neither CONTRACTOR nor any SUB-CONTRACTOR nor the employees, agents or representative of either shall be deemed to be employees, agents or representative of the OWNER in the performance of the CONTRACTOR obligations here under, unless otherwise specified in the CONTRACT.

## 71.0 PAYMENT TO THE SUB – CONTRACTOR

71.1 CONTRACTOR shall indemnify and hold harmless OWNER for any claim brought by SUBCONTRACTOR against OWNER in relation to CONTRACTOR's payment obligations for the relevant purchase orders and sub-contracts.

71.2 CONTRACTOR agrees that he shall furnish to OWNER, if requested, satisfactory evidence that all SUB-CONTRACTORS, including vendor to CONTRACTOR have been paid on the time and in full for work done or good supplies in connection with the performance of the WORK.

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71.3 If such satisfactory evidence is not supplied than the OWNER shall not be bound to make any further payment to CONTRACTOR for that part of work until it is supplies.

71.4 CONTRACTOR shall notify OWNER of any dispute of any kind between CONTRACTOR and any of his SUB-CONTRACTOR or vendors stating the nature of dispute, the amount of any payment which is being withheld by CONTRACTOR, the reasons thereof and the CONTRACTOR plan settle the dispute.

## 72.0 ORDER OF WORKS / PERMISSION / RIGHT OF ENTRY / CARE OF EXISTING SERVICES

CONTRACTOR is required to submit to OWNER the various details with respect to their personnel(s) to be deputed for the execution of WORK such as name(s), nationality and passport details in case of Foreign Nationals (Passport No., Date of Issue, Date of Expiry etc.). These details are required for granting permission to enter and work in the existing fertilizer complex. The OWNER reserves the right to declare any person(s) as non grata. No claim whatsoever shall be entertained by OWNER on this account.

OWNER shall have the right to object to any Representative or personnel deputed to India by CONTRACTOR for execution of WORK or in connection with WORK, due to their misconduct or breach of law and regulation or who are found to be incompetent or negligent. CONTRACTOR shall remove such persons from SITE forthwith and take immediate action for replacement at no cost to OWNER.

## 73.0 GIFTS, COMMISSIONS, ETC.




Any gift, commission or advantage given, promised or offered by or on behalf of the CONTRACTOR or his partner, agent, officers, directors, employee or servant or anyone on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the OWNER, shall in addition to any criminal liability which it may incur, subject the CONTRACTOR to the cancellation of this and all other contracts and also the payment of any loss or damage to the OWNER resulting from any cancellation. The OWNER shall then be entitled to deduct the amounts so payable from any monies otherwise due to the CONTRACTOR under the CONTRACT.

## 74.0 LABOUR LAWS- PF, EPF AND ESI

74.1 The CONTRACTOR shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act 1970 and the Central Rules framed there under and produce the same to the PROJECT MANAGER before start of WORK.

74.2 The CONTRACTOR shall not undertake or execute or permit any other agency or SUB-CONTRACTOR to undertake or execute any work on the CONTRACTOR'S behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the contract labour (Regulation & Abolition) Act 1970 or their applicable lay, rule or regulation, if applicable.

74.3 The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the CONTRACTOR and the employees engaged by him for the WORK. The

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CONTRACTOR shall furnish the code number allotted by the RPFC Authority, to the PROJECT MANAGER before commencing the WORK.

- 74.4 The CONTRACTOR shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under clause 74.1 above or in obtaining the code number under clause 74.3 above and the same shall not constitute a ground for extension of time for any purpose.
- 74.5 The CONTRACTOR shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the CONTRACT and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- 74.6 All liabilities like salaries, wages and other statutory obligations in respect of the persons engaged by the CONTRACTOR shall be borne by the CONTRACTOR during the period of agreement. In view of the provisions of the ESI Act, PF and EPF Act and other Acts, as may be applicable to OWNER, the CONTRACTOR shall take necessary steps to cover its employees under the said enactments and shall submit proof of such compliance to PROJECT MANAGER periodically or at any date upon such request, as may be made by PROJECT MANAGER to the CONTRACTOR. In the event of non-compliance with the statute or the provisions thereof, referred to above, it shall be open to OWNER to withhold such amount as in its opinion is due and payable by the CONTRACTOR in respect of its employees from and out of dues, payable by OWNER to the CONTRACTOR and such due shall be held by OWNER with it until proof is submitted by the CONTRACTOR to OWNER indicating compliance with such statutes within reasonable time, failing which OWNER shall deposit such amounts with the authorities concerned on behalf of the CONTRACTOR and inform the CONTRACTOR of such deposit or deposits.




## **75.0 GENERAL PROVISIONS**

### **75.1.0 Confidential Information**

#### **75.1.1 Non-disclosure**

- 75.1.1.1 Each party agrees to hold in confidence any information imparted to it or in the case of CONTRACTOR, to any of its SUB- CONTRACTOR / VENDOR, by the other Party which pertains to that other party's business activity in any manner, and which is not be subject of general public knowledge, including, without limitation, proprietary processes, technical information and know-how, information concerning other projects, management policies, economic policies, financial and other data and the like. The preceding non-disclosure requirements shall not apply to:

- i) Information furnished without restriction by the other Party prior to the date hereof
- ii) Information in the public domain; or
- iii) Information obtained by a Party from a third Person not under obligation of non-disclosure to the other party.
- (iv) Information required to be disclosed in pursuance of an order, judgment, decree of the Court, Tribunal or Statutory Authority.

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## 75.1.2 Disclosure to Govt. Agency

75.1.2.1 Either Party may disclose any such information to the extent that such Party is required by any Government Agency to make such disclosure. In addition, OWNER may disclose such information to the extent that such disclosure is required by any Lender / Lender's Representative, etc. provided that such Lenders signed a confidentiality agreement containing confidentiality and limited use obligations not less stringent than those accepted by OWNER under the CONTRACT and License Agreement and such parties are not competitor of CONTRACTOR or its Licensors.

75.1.3 Upon completion of the Works or in the event of termination pursuant to the provisions of the CONTRACT, CONTRACTOR shall immediately return to the OWNER all drawings, plans, specifications and other documents supplied to the CONTRACTOR by or on behalf of the OWNER or prepared by the CONTRACTOR solely for the purpose of the performance of the WORKS, including all copies made thereof by the CONTRACTOR.

75.1.4 This clause shall survive and remain in full force for a period of ten years following the issue of FINAL ACCEPTANCE CERTIFICATE.

75.1.5 In case sharing of any information by CONTRACTOR is in conflict with provisions of License Agreement, the same shall be brought to the notice of OWNER and the issues shall be mutually discussed and resolved, except for submission of confidential information to the Statutory Bodies.

75.2.0 deleted




## 75.3.0 Recovery of Sums / Dues

75.3.1 All costs, damages or expenses which OWNER may have incurred, for which CONTRACTOR is liable under CONTRACT, shall be notified to CONTRACTOR and shall be recovered by OWNER from any payment due to or becoming due to CONTRACTOR under this CONTRACT or other CONTRACT and/or shall be recovered by action at law or otherwise. If the payment due to CONTRACTOR is not sufficient for recovery of the said sums/dues, CONTRACTOR shall pay immediately to OWNER such sums/dues or the balance sums/dues on demand.

75.3.2 All MUTUALLY AGREED DAMAGES applicable and to be recovered from CONTRACTOR under CONTRACT, shall be recovered by OWNER from any payment due to or becoming due to CONTRACTOR under this CONTRACT or other CONTRACT and/or shall be recovered by action at law or otherwise. If the payment due to CONTRACTOR is not sufficient for recovery of the said MUTUALLY AGREED DAMAGES, CONTRACTOR shall pay immediately to OWNER such MUTUALLY AGREED DAMAGES. or the balance MAD on demand.

75.3.3 For avoidance of doubt all the rights and remedies of OWNER and liabilities of the CONTRACTOR as set out in the CONTRACT shall be to the exclusion of any other rights, remedies or liabilities available at law.

## 75.4.0 Payments etc. not to affect rights of OWNER

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No sum paid on account by OWNER nor any extension of the date for completion granted by OWNER shall affect or prejudice the rights of OWNER against CONTRACTOR or relieve CONTRACTOR of its obligation for the faithful performance of CONTRACT.

#### 75.5.0 Cut-Off Dates

No claims or correspondence on claims on this CONTRACT shall be entertained by either parties after 6 months after expiry of the Performance Bank Guarantee, unless specified otherwise in CONTRACT.

#### 75.6.0 Paragraph Heading

The paragraph heading in those conditions shall not affect the construction thereof.

#### 75.7.0 Site Working and Safety Conditions

CONTRACTOR shall follow the SITE working and safety conditions enclosed as Section-14, Part-II, Technical.

#### 75.8.0 Miscellaneous

75.8.1 No CONTRACT or understanding in any way modifying the conditions of CONTRACT shall be binding upon either parties hereto unless made in writing and approved by both parties.

75.8.2 Without prejudice to FORCE MAJEURE, CONTRACTOR shall, during inclement weather, carry out WORK in accordance with CONTRACT and CONTRACTOR shall not be entitled to any additional payment over and above the fees payable under CONTRACT by reason of its being unable to carry out WORK owing to inclement weather.




#### 76.0 IMPLEMENTATION OF APPRENTICES ACT 1961

The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the PROJECT MANAGER may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

#### 77.0 CHANGE IN CONSTITUTION

Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have



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been allotted in contravention of clause 12 of GCC and the same action may be taken and the same consequence shall ensure as provided in the said clause.

## 78.0 ACCESS BY ROAD

CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the OWNER.

## 79.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE




No Director, or official or employee of the OWNER/ PDIL shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

## 80.0 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS

The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

## 81.0 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP

The OWNER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the PROJECT MANAGER. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by PROJECT MANAGER. If the CONTRACTOR shall fail to comply with these requirements, the PROJECT MANAGER may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose-off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the OWNER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the OWNER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the OWNER. No

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unauthorized buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the OWNER or his authorised representative. No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from PROJECT MANAGER.

## 82.0 ACTION WHERE NO SPECIFICATION IS ISSUED

In case of any class of WORK for which there is no SPECIFICATION supplied by the OWNER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the PROJECT MANAGER

## 83.0 CARE OF WORKS

- i) From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all WORKS including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the PROJECT MANAGER's instructions.
- ii) **Defects Prior To Taking Over:** If at any time, before the WORK is taken over, the PROJECT MANAGER shall: a) Claim that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified. In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the PROJECT MANAGER with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 3.0 (22) of General Conditions of Contract) and have passed the tests on completion, the PROJECT MANAGER shall issue a certificate (hereinafter called PRELIMINARY ACCEPTANCE CERTIFICATE) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the PROJECT MANAGER shall issue a




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PRELIMINARY ACCEPTANCE CERTIFICATE which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of PRELIMINARY ACCEPTANCE CERTIFICATE for group/ section/ part.

- iii) **Defects After Taking Over:** In order that the CONTRACTOR could obtain a PRELIMINARY ACCEPTANCE CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER. If by reason of any default on the part of the CONTRACTOR a PRELIMINARY ACCEPTANCE CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a PRELIMINARY ACCEPTANCE CERTIFICATE has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of PRELIMINARY ACCEPTANCE CERTIFICATE

#### 84.0 SPECIAL CONDITIONS OF CONTRACT

- i) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- ii) Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- iii) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- iv) Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- v) The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

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## 85.0

### POWER OF ENTRY

- 1) If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the PROJECT MANAGER.
  - i) fail to carry out the WORK in conformity with the CONTRACT documents, or
  - ii) fail to carry out the WORK in accordance with the Time Schedule, or
  - iii) substantially suspend work or the WORK for a period of fourteen days without authority from the PROJECT MANAGER, or
  - iv) fail to carry out and execute the WORK to the satisfaction of the PROJECT MANAGER, or
  - v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the PROJECT MANAGER requiring such breach to be remedied, or
  - vi) if the CONTRACTOR shall abandon the WORK, or
  - vii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction




**then** in any such case, the OWNER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the OWNER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the PROJECT MANAGER to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the OWNER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the PROJECT MANAGER shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the OWNER by the CONTRACTOR and the OWNER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

## 86.0

### LIENS

- 1) If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such



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lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.

- 2) The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.
- 3) The final payment shall not become due until the CONTRACTOR delivers to the PROJECT MANAGER a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by PROJECT MANAGER that all invoices for labour, materials, services have been paid in lien thereof and if required by the PROJECT MANAGER in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 4) CONTRACTOR will indemnify and hold the OWNER harmless, for a period of two years after the issue of FINAL ACCEPTANCE CERTIFICATE, from all liens and other encumbrances against the OWNER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of OWNER will defend at his own expense, any claim or litigation brought against the OWNER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.




## 87.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State / UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.


The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).



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It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max, surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.




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## PART I: COMMERCIAL




### SECTION – 3.0

### SPECIAL CONDITIONS OF CONTRACT

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## **GENERAL**

The SPECIAL CONDITIONS OF CONTRACT shall be read in conjunction with the GENERAL CONDITIONS OF CONTRACT, specifications of work, DRAWINGS and any other document forming part of this CONTRACT wherever the context so requires.

Where any portion of the GENERAL CONDITIONS OF CONTRACT is repugnant to or at variance with any other provisions of the SPECIAL CONDITIONS OF CONTRACT, then unless a different intension appears, the SPECIAL CONDITIONS OF CONTRACT shall be deemed to over-ride the provisions of GENERAL CONDITIONS OF CONTRACT and shall prevail to the extent of such repugnancy or variations.




### **1.0 CONTRACTOR'S OBLIGATIONS**

#### **1.1.0 General Responsibility**

1.1.1 The CONTRACTOR acknowledges that this CONTRACT is a Lumpsum turnkey contract and CONTRACTOR'S obligation hereunder, notwithstanding anything to the contrary contained herein, is to provide OWNER with fully operational PLANT, complete in all respects under and in accordance with the provision of CONTRACT, within the stipulated time and for the purpose designated herein by OWNER, and to do, furnish and provide everything necessary in connection therewith.

Without prejudice to the foregoing and except as otherwise expressly set forth in the CONTRACT as within the scope of OWNER's obligations under the CONTRACT, the CONTRACTOR shall perform or cause to be performed all WORK and services required in connection with the design, engineering, supply of equipment, procurement (including, without limitation, all transportation services in connection therewith), construction, erection, start-up, commissioning, testing including conducting of Performance Tests and other work and services upto the PRELIMINARY ACCEPTANCE OF PLANT by the OWNER and in connection therewith provide all materials, equipment, machinery, tools, labor, transportation, administration and other services and items required to complete the PLANT in all respects upto the PRELIMINARY ACCEPTANCE OF PLANT and having the performance as guaranteed under the CONTRACT by the CONTRACTOR on a total, fixed price basis in accordance with this CONTRACT. The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 1.2.0 include but not be limited to the following:

- (a) All engineering and design services including necessary investigation required for a completely engineered PLANT including necessary documentation;
- (b) Provision of all equipment, systems, materials, processes, CONTRACTOR'S EQUIPMENT, temporary works and all other items, whether of a temporary or permanent nature including those required for the design, erection, completion commissioning, conducting of PERFORMANCE AND GUARANTEE TESTS and remedying of DEFECTS during DEFECTS LIABILITY PERIOD.
- (c) Transportation from works, port of entry and import clearance and handling

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services in and into India and inland transportation from the relevant points of delivery of EQUIPMENT required in connection with the completion of the PLANT, and the performance of the other WORK

- (d) Project management.
- (e) Receipt of EQUIPMENT at SITE including stores management.
- (f) Construction infrastructure services, civil and structural construction; mechanical, electrical and instruments erection and installation services; testing and commissioning, and PERFORMANCE AND GUARANTEE TESTS before PRELIMINARY ACCEPTANCE of PLANT including all relevant applicable permits, with CONTRACTOR having responsibility for overall co-ordination of permits required by the OWNER and all training activities;
- (g) Provision of all necessary superintendence, labour, construction fuels and construction chemicals, utilities, tools, supplies and other consumables and services.
- (h) Rectification of defects during DEFECTS LIABILITY PERIOD.


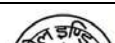

1.1.2 CONTRACTOR shall provide services, for PLANT, in accordance with good engineering practice. CONTRACTOR shall provide services of engineers, designers, draftsmen, buyers, inspectors, expeditors and other persons required for the performance of WORK pursuant to CONTRACT.

1.1.3 In the event that there is any item of EQUIPMENT or WORK of the type provided for in CONTRACT, which is not specifically mentioned in the specifications or drawings set out in FINAL PROPOSAL, but which is necessary (even though not mentioned in CONTRACT) for normal, safe and continuous operation of PLANT, based on mutual agreement between OWNER and CONTRACTOR, CONTRACTOR shall include such item of EQUIPMENT in the design and perform such items of WORK, for such EQUIPMENT or WORK free of cost to OWNER as if the same had been originally included in its Scope of Work/FINAL PROPOSAL.


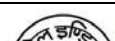

1.1.4 Subject to prior consent of OWNER, CONTRACTOR may make use of the services of SUB-CONTRACTOR/ VENDOR (previously approved in writing by the OWNER) in accordance with the provisions in CONTRACT provided, however, the CONTRACTOR shall remain responsible and liable for the work done by such SUB-CONTRACTOR/vendor.

1.1.5 The CONTRACTOR shall be responsible for obtaining necessary approvals which are to be issued in the CONTRACTOR'S name from the various statutory authorities. All approvals/ permissions other than Environment Clearance and Consent to Establish/Operate shall be obtained by the CONTRACTOR. However, all the required information in the prescribed formats, if any, shall be provided by the contractor.



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- 1.1.6 The CONTRACTOR shall provide necessary assistance including follow-up to OWNER for obtaining the necessary approvals to be issued in the name of OWNER from the various statutory authorities.
- 1.1.7 The CONTRACTOR shall furnish CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE as per the enclosed format in line with the provisions of GENERAL CONDITIONS OF THE CONTRACT.
- 1.1.8 The enumeration in subsequent Clauses of SPECIAL CONDITIONS OF CONTRACT, in GENERAL CONDITIONS OF CONTRACT and other documents of CONTRACT shall not in any manner limit the general scope of obligations and responsibilities of designing, engineering, procurement, supply, construction, commissioning and proving the performance guarantees of PLANT within the scope of CONTRACT.
- 1.1.9 CONTRACTOR shall undertake to design the catalytic reactors/reactors on the basis of commercially proven catalysts of reputed catalyst VENDORS. A catalyst will be deemed to be commercially proven if it has been successfully operated in similar services under comparable operating conditions.
- 1.2.0 CONTRACTOR's Scope of Work**
- 1.2.1 CONTRACTOR shall provide and be responsible for the tasks specified in this Clause under the following heads:
- 1.2.2 License & Basic Engineering from the prequalified and Approved Process Licensor**
- 1.2.2.1 CONTRACTOR shall procure in the name of Owner non-exclusive, non-transferable rights, irrevocable License and know-how to practice its process in the PLANT, to produce products and to sell products anywhere in the world and/or use the products for any purpose it deems fit, throughout its life. The aforesaid license so procured by the CONTRACTOR shall be without any additional and/or recurring cost to OWNER and shall be valid for the life of the PLANT consistent with the terms of the CONTRACT.
- However, License(s) so procured by Contractor should have a provision that in case Owner/Contractor operates the Syngas Purification Unit/Plant beyond the Licensed capacity by adapting best operating practices without any financial liability to Owner/Contractor on account of Licensed capacity..
- 1.2.2.2 In line with above, a tripartite agreement shall be signed by Owner, Licensor and Contractor at the time of hand over of plant to Owner with the Bid.
- 1.2.3 Design & Engineering**
- 1.2.3.1 CONTRACTOR shall provide all design and engineering services necessary for completion of the PLANTS in conformity with the CONTRACT and Good Engineering Practices and the NIT including but not limited to:

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(a) Preparation of

- Project design book which shall form the basis of PLANT design;
- The conceptual design; and
- The engineering and design necessary to describe and detail the PLANT and the Project.

(b) Provision of criteria for the detailed design by other suppliers of equipment/system/structures for incorporation into the PLANTS.


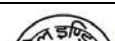

(c) Preparation of design, engineering, drawings, plans, bill of material, schedule and estimates for the PLANT and the project and the performance by CONTRACTOR of its obligations hereunder so that the PLANT constructed and commissioned by the CONTRACTOR is capable of meeting the performance guarantees and will be such as could be legally, safely and reliably placed in commercial operation by the OWNER.

(d) CONTRACTOR shall perform the design and engineering for PLANT so that when constructed and commissioned, PLANT shall be capable of meeting the guarantees with respect to quality and quantity of products, consumption of raw materials and utilities, and Pollution Level as guaranteed under CONTRACT and shall be reliable and safe and operable in accordance with the sound engineering practice. CONTRACTOR shall ensure design capacity of all sections of PLANT in accordance with CONTRACTOR's experience and expertise for obtaining a full throughput under varying conditions within the limits specified in CONTRACT. PLANT shall be designed so as to be capable of producing at full plant capacity when operated as specified in FINAL PROPOSAL. CONTRACTOR shall review the basic design conditions, including soil data, and other conditions furnished by OWNER in NIT. If CONTRACTOR observes any inconsistency or insufficiency in these data, CONTRACTOR shall bring to the notice of OWNER the same, before its use.

(e) In case the CONTRACTOR intends to engage the services of a sub contractor for Detailed Engineering for the proposed project, then the CONTRACTOR shall submit the details of such sub contractor along with reference list of plants for which the proposed sub contractor has carried out detailed engineering, for approval of Owner as per clause 12.0 of GCC.

#### 1.2.4 Codes and Standards

The engineering shall be performed and EQUIPMENT shall be manufactured and supplied according to acceptable international standards, as specified in the Technical Specification/FINAL PROPOSAL, meeting safety and other requirements of various national/international Codes and Regulations being in force as on submission of the FINAL PROPOSAL. The design of PLANT shall be based on the criteria enumerated in CONTRACT. However, it shall be CONTRACTOR's responsibility to follow all Indian Rules and Regulations as applicable.

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CONTRACT shall comply with and shall cause the WORK and all components thereof (including, without limitation, the design and engineering of the PLANT) to comply with all APPLICABLE LAWS and APPLICABLE PERMITS as they may be in effect at the time of CONTRACTOR's performance under the CONTRACT.

The CONTRACTOR shall ensure that all actions on its behalf in connection with the WORKS shall be in compliance with applicable laws of India The CONTRACTOR. agrees to take all reasonable steps to ensure that Persons appointed by it in connection with the WORK shall comply with the applicable laws/ regulations/ guidelines and obligations.

#### 1.2.5 Drawings and Documents

CONTRACTOR shall prepare or secure and furnish to OWNER all data, specifications, drawings, plans and other documents as required/used for WORK as specified in Technical Specifications.

#### 1.2.6 Owner's Review


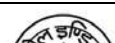

1.2.6.1 PROJECT MANAGER shall review all documents and give its comments to CONTRACTOR within 14 (Fourteen) days from the date of receipt of the same. Review as aforesaid by OWNER and furnishing of comments by OWNER or the failure of OWNER to review or comment as aforesaid shall not relieve CONTRACTOR in any manner of its obligations including performance guarantees under this CONTRACT.

#### 1.2.7 Procurement Services

1.2.7.1 As part of the WORK, CONTRACTOR shall procure and pay for, in CONTRACTOR's name as an independent contractor and not as agent for OWNER, all CONTRACTOR and SUB-CONTRACTOR'S labour, materials, equipment, supplies, soil, gravel and similar materials and manufacturing, fabrication and related services (whether on or off the PLANT Site) for construction of and incorporation in the PLANT or which are otherwise required for completion of the WORK in accordance with the Specification and the CONTRACT and are not explicitly specified to be furnished by OWNER pursuant to the terms and provisions of the CONTRACT including FINAL PROPOSAL.

1.2.7.2 CONTRACTOR shall procure and provide all EQUIPMENT required for PLANT. EQUIPMENT procured shall be according to specifications as set forth in the CONTRACT, proven record of performance and with suitable delivery time to meet the MECHANICAL COMPLETION as given by CONTRACTOR. EQUIPMENT shall be procured from the vendor list agreed between CONTRACTOR and OWNER.

In connection with its procurement work, CONTRACTOR shall be responsible for the shipping, transportation and delivery of all items fabricated, manufactured, constructed or procured as set forth in the FINAL PROPOSAL and the CONTRACT.

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All such items and equipment, materials and supplies to be provided by the CONTRACTOR pursuant to the CONTRACT shall be new and of required quality, free from improper workmanship or defects and properly warranted or guaranteed in accordance with the CONTRACT. Any apparent omission or error in the equipment specifications will be corrected by the CONTRACTOR to the extent required by the CONTRACT including FINAL PROPOSAL.

#### 1.2.7.3. Equipment

1.2.7.3.1 CONTRACTOR agrees that EQUIPMENT procured shall be strictly in accordance with the specifications as provided, however, that any apparent omission or error in the specifications will be corrected by CONTRACTOR if it is necessary for the functioning of EQUIPMENT. CONTRACTOR shall inform OWNER for such omission or error or ambiguity in the specifications and corrections made for the same.

1.2.7.3.2 Completeness of EQUIPMENT shall be the responsibility of CONTRACTOR. Any fittings, accessories, etc. which may not be specifically mentioned in Technical Specifications/FINAL PROPOSAL but which is required for the satisfactory functioning of EQUIPMENT and realization of PERFORMANCE GUARANTEES shall be provided by CONTRACTOR without any extra cost.

1.2.7.3.3 CONTRACTOR shall ensure that the modern practices in the manufacture of high grade EQUIPMENT are followed notwithstanding any omission in the specifications.




1.2.7.3.4 The supplies including fittings, accessories, etc. shall be in strict compliance to the specifications/codes/standards. Components for which no relevant standards exist, the same shall be designed and manufactured as per good engineering practices.

1.2.7.3.5 The true intent and meaning of this Clause is that CONTRACTOR shall in all respects design, engineer, ensure quality of manufacture and supply EQUIPMENT in a thorough workman like manner, within prescribed time and in accordance with good engineering practice in order to enable proper operation of EQUIPMENT and PLANT.

1.2.7.3.6 CONTRACTOR shall furnish drawings and documents of EQUIPMENT as described under Clause -1.2.6. These documents shall include but not limited to technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues, etc. in a bound book for all rotating EQUIPMENT and in a folder for other EQUIPMENT, before despatch of EQUIPMENT under intimation to OWNER.




1.2.7.3.7 The documents, required for statutory approvals once submitted during construction period by CONTRACTOR shall be firm and final and not subject to subsequent changes unless such subsequent changes are approved by statutory agencies. CONTRACTOR shall be responsible for any payment of penalty as imposed by the Statutory Agencies consequent to furnishing of the incorrect data/drawings.

1.2.7.3.8 All dimensions and weights shall be in metric system.




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- 1.2.7.3.9 EQUIPMENT to be supplied and WORK to be carried out under CONTRACT shall conform to and comply with the provision of relevant Regulations/Acts (of both) as may be applicable in the State of ODISHA and in India to the type of EQUIPMENT/ WORK carried out and necessary certificates shall be furnished.
- 1.2.7.3.10 CONTRACTOR shall provide cross sectional drawings wherever applicable to identify the spare part numbers and their location, e.g. the size of bearings/ seals, their make and number shall be furnished.
- 1.2.7.3.11 EQUIPMENT supplied under CONTRACT shall conform to the standards as specified in Clause -1.2.5.1.
- 1.2.7.4 CONTRACTOR shall furnish unpriced copy of Purchase Orders for equipments and major items as per the list to be mutually agreed (including Priced copy of Purchase Orders as required by the statutory authority) together with spares and special maintenance tools covering accurately all terms and conditions such as specifications requirements for quality, inspection, and test, warranties and guarantees, erection and commissioning assistance by vendor, delivery schedule, packing, transportation and insurance, and documentation.
- 1.2.7.5 CONTRACTOR shall arrange & furnish/provide to OWNER,
- Lubrication schedule from VENDOR,
  - Mechanical specifications and equipment data sheets for review by OWNER for CRITICAL EQUIPMENT before manufacture is started,
  - Shop fabrication drawings as made available by vendor,
  - Characteristic curves for pumps and compressors, etc. as made available by vendor,
  - Certified drawings including civil scope drawing and loading data, pertinent bulletin, installation, operation and maintenance manuals and test certificates as received from vendor,
  - Final revised vendor's drawings including one reproducible, as described in Technical Specifications, before PRILIMINARY ACCEPTANCE.
- Any changes necessary during commissioning period can be incorporated in the as- built drawing and will be submitted after PAC as per the mutually agreed schedule.
- 1.2.7.6 CONTRACTOR shall provide services of vendor's specialist for installation and commissioning of EQUIPMENT whenever necessary.
- 1.2.7.7 CONTRACTOR shall be responsible for the accuracy and completeness of PURCHASE ORDER. Any comments by PROJECT MANAGER shall not relieve CONTRACTOR of such responsibility.



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- 1.2.8 Rejections, Removal of Rejected EQUIPMENT and Replacement
- 1.2.8.1 Preliminary inspection at SUB-CONTRACTOR's / vendor's works by INSPECTOR shall not prejudice OWNER for commenting on EQUIPMENT including its specifications on final inspection at SITE or claim under warranty provisions.
- 1.2.8.2 If EQUIPMENT is not of specification or fail to perform specified duties, OWNER shall be entitled to reject EQUIPMENT or part thereof and ask for modification, repair or free replacement within reasonable time subject to the relevant provisions in the CONTRACT.
- 1.2.8.3 In the event of such rejection, OWNER shall be entitled to use EQUIPMENT in a reasonable and proper manner for a time reasonably sufficient to enable it to obtain replacement, without any liability to CONTRACTOR. After free replacement of such rejected EQUIPMENT, the same shall become the property of CONTRACTOR.
- 1.2.8.4 Nothing in this Clause shall be deemed to deprive OWNER and/or affect any of its rights under CONTRACT which it may otherwise have in respect of such defects or deficiencies or in any way relieve CONTRACTOR of its obligation under CONTRACT.
- 1.2.8.5 EQUIPMENT rejected by OWNER shall be removed by CONTRACTOR, within reasonable time, at its own cost after replacement of the said EQUIPMENT. OWNER shall in no way be responsible for any deterioration or damage to rejected EQUIPMENT under any circumstances whatsoever.
- 1.2.8.6 In case, the rejected EQUIPMENT is to be taken out of OWNER's premises for repair, Owner shall have the right to withhold the payment for such cost of equipment to the extent of payment made by Owner towards the equipment until the equipment is returned / replaced.
- 1.2.9 Despatch, Transportation/Shipping
- 1.2.9.1 CONTRACTOR shall be responsible for despatch of EQUIPMENT by sea/ rail/ road/air after proper packing and protection. The consignment shall be despatched after inspection by OWNER unless otherwise agreed to in writing however such inspection shall not constitute waiver of the CONTRACTOR's obligations, responsibilities for the EQUIPMENT including care, safety and preservation in any way and manner and the CONTRACTOR's responsibility and obligation in this behalf shall continue till PRELIMINARY ACCEPTANCE OF PLANT.
- 1.2.9.2 Generally, on-Deck shipment shall not be made without prior permission of OWNER. However, in case of towers, reactors, vessels and other large-sized EQUIPMENT, CONTRACTOR may, at its own discretion, make on-deck shipment, without OWNER's prior permission. In case of damage to such EQUIPMENT, during delivery or at any stage before PRELIMINARY ACCEPTANCE OF PLANT, CONTRACTOR shall be responsible for repair/replacement of EQUIPMENT.

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1.2.9.3 Clean onboard bill of lading for all offshore supplies shall be drawn as under:

For CIF/FOB / FAS/FCA Shipments

Shipper	=	CONTRACTOR/Supplier
Consignee	=	CONTRACTOR

1.2.10 Property in EQUIPMENT

1.2.10.1 In case of all EQUIPMENTS/MATERIALS (both imported and indigenous) , the title of Ownership shall pass on to OWNER on PRELIMINARY ACCEPTANCE of Plant. However, the OWNER shall have Lien on all EQUIPMENTS/MATERIALS including those brought by the Contractor for the purpose of Erection, testing and commissioning of the WORK.

However, in case of Termination of Contract the Transfer of Title shall pass automatically to OWNER.

1.2.10.2 CONSTRUCTION EQUIPMENT used by the CONTRACTOR and its SUB-CONTRACTORS in connection with the execution of works shall remain the property of CONTRACTOR or its SUB-CONTRACTORS. All duties, levies, taxes etc payable on account of CONSTRUCTION EQUIPMENT shall be borne by the CONTRACTOR. CONTRACTOR shall indemnify the OWNER on this count.




1.2.11 **SPARES, SPECIAL MAINTENANCE TOOLS, LUBRICANTS, CHEMICALS AND CONSUMABLE UP TO PRILIMINARY ACCEPTANCE**

1.2.11.1 Spares, Lubricants, Chemicals , Consumable etc. for Commissioning

CONTRACTOR shall supply commissioning spares, special maintenance tools and fixtures for EQUIPMENT, lubricants, chemicals and consumable in sufficient quantity for COMMISSIONING and maintenance of PLANT, as described in FINAL PROPOSAL. The commissioning spares, special maintenance tools, lubricants, chemicals and consumable procured and supply shall be optimum, so as not to fall short during COMMISSIONING, Sustained Load Test and GTR. CONTRACTOR shall obtain for these items the appropriate guarantees and warranties. CONTRACTOR shall also ensure that the commissioning spares and special maintenance tools and fixtures are procured along with the related items of EQUIPMENT and form part of PURCHASE ORDER for the related items of EQUIPMENT.

1.2.11.2 Lubricants, Chemicals , Consumable etc.

CONTRACTOR shall supply Consumables solvents, adsorbents, lubricants etc as per detailed in the Technical scope.. The cost of which shall be included in CONTRACT PRICE.

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#### 1.2.11.3 Special Maintenance Tools

CONTRACTOR shall supply special devices or tools required for normal maintenance, special handling and lifting of EQUIPMENT with main EQUIPMENT. The cost of such special maintenance tools shall be included in CONTRACT PRICE.

#### 1.2.11.4 Bidder's Recommended Operational Spares, if any

Bidder to provide list of Recommended Operational ,if any, along in their bid as per the scope.

#### 1.2.11.5 Special Tools & Tackles

CONTRACTOR shall supply special tools, tackles and fixture, required during normal operation & maintenance of PLANT. The cost of such special tools & tackles shall be included in CONTRACT PRICE.

#### 1.2.11.6 Chemicals

CONTRACTOR shall supply all chemicals for first filling and make-up required as indicated in Part II Technical Section of NIT. The cost of these chemicals shall be included in the CONTRACT PRICE.

#### 1.2.11.7 Lubricants

1.2.11.7.1 CONTRACTOR shall supply lubricants in sufficient quantity for the first filling and make-up required as indicated in Part II Technical Section of NIT. The cost of lubricants shall be included in the CONTRACT PRICE.




1.2.11.7.2 CONTRACTOR shall furnish the name of recommended lubricants indicating their commercial/trade name, quality and grade and equivalent quality lubricants (in case of imported lubricants) available in India to OWNER.

#### 1.2.11.8 SPARES, SPECIAL MAINTENANCE TOOLS, LUBRICANTS, CHEMICALS AND CONSUMABLE FOR 120 MONTHS O&M PERIOD


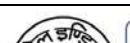

Contractor shall supply of all spares and consumables for O&M period. Contractor shall furnish item-wise prices for all spares including Consumables six month before MECHANICAL COMPLETION.

Contractor shall supply all the necessary commissioning spares, Mandatory/Insurance/Bidders recommended spares as per Part II, Technical, Section 10.0.

#### 1.2.11.9 General

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- 1.2.11.9.1 CONTRACTOR shall furnish to OWNER, the blue prints, drawings and specifications of the spare parts.
- 1.2.11.9.2 CONTRACTOR shall provide to OWNER all addresses and particulars of its SUB-CONTRACTOR/VENDOR on whom PURCHASE ORDER for EQUIPMENT covered under CONTRACT has been placed and will further ensure with its SUB-CONTRACTOR/VENDOR that, OWNER if so desired, shall have the right to place order for two years spare parts directly on them on mutually agreed terms based on offers of such SUB-CONTRACTOR/ VENDOR.
- 1.2.11.9.3 Spare parts shall be new and as per engineering standards/codes, free of any defects (even concealed), deficiency in Design, Materials and Workmanship and also shall be completely interchangeable with the corresponding parts.
- 1.2.11.9.4 Type and sizes of bearing/seals shall be clearly indicated.
- 1.2.11.9.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to their intended purpose.
- 1.2.12 **Warrantees and Guarantees**
- 1.2.12.1 Materials and Workmanship Warranty
- 1.2.12.1.1 CONTRACTOR warrants that EQUIPMENT supplied under CONTRACT are new, unused, of the recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in CONTRACT. CONTRACTOR further warrants that EQUIPMENT supplied under this CONTRACT shall be according to specifications, have no defect (even concealed) arising from design, materials or workmanship or form any act or omission of CONTRACT that may develop under normal use of the supplied EQUIPMENT in the conditions prevailing in the country of final destination.
- 1.2.12.1.2 The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for 12 months for all EQUIPMENT except for catalysts from the date of PRELIMINARY ACCEPTANCE. The warranty period for individual catalyst shall be up to its guaranteed life, as specified in FINAL PROPOSAL, from the date of PRELIMINARY ACCEPTANCE.
- 1.2.12.1.3 The warranty shall be valid for the period as described under Clause -1.2.10.1.2 from the date of PRELIMINARY ACCEPTANCE and shall be governed by Clause 17 of SPECIAL CONDITIONS OF CONTRACT. Should any DEFECTS be noticed in design, material and/or workmanship within the said warranty period, PROJECT MANAGER shall inform CONTRACTOR and CONTRACTOR shall immediately on receipt of such intimation depute their personnel within 10 DAYS to investigate the causes of DEFECTS and arrange rectification / replacement / modification of the defective EQUIPMENT at SITE without any cost to OWNER, within a reasonable period. If CONTRACTOR fails to take proper corrective action to replace/ repair

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defective Equipment satisfactorily within a reasonable period, OWNER shall be free to take such corrective action as may be deemed necessary at CONTRACTOR's risk and cost, after giving notice to CONTRACTOR. OWNER shall promptly notify CONTRACTOR in writing of any claims arising under this warranty.

1.2.12.1.4 In case defects are of such nature that EQUIPMENT shall have to be taken to CONTRACTOR's/ SUB-CONTRACTOR's/ vendor's works for rectification etc., CONTRACTOR shall take EQUIPMENT at its cost after giving necessary undertaking or security as may be required by OWNER. OWNER shall, if so required by CONTRACTOR, despatch EQUIPMENT by quickest mode on freight to pay basis to CONTRACTOR's / SUB-CONTRACTOR's / vendor's works. After repairs CONTRACTOR shall deliver EQUIPMENT at SITE on freight paid basis. All risks to transit to and from shall be borne by CONTRACTOR.

1.2.12.1.5 EQUIPMENT or part thereof so repaired or replaced shall have further warranty for a period of 12 months from the date of its acceptance after repair/replacement and the Performance Bank Guarantee shall be suitably extended for the same. The value of the Performance Bank Guarantee during the extended warranty period shall be 10 (Ten) percent of the cost of such repaired/replaced EQUIPMENT or its parts.

However, extended DEFECTS LIABILITY PERIOD shall have an upper limit of 24 months for extended DEFECTS LIABILITY PERIOD, starting from the Preliminary Acceptance.


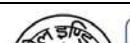

1.2.12.1.6 If the repairs, replacements or modifications referred to above are of such nature which may affect the efficiency of EQUIPMENT, OWNER shall have right to give notice in writing to CONTRACTOR within one month of such repair/ replacement/ modification to carry out tests as may be required for acceptance of EQUIPMENT.

1.2.12.1.7 If CONTRACTOR fails to meet its obligation to repair or replace defective EQUIPMENT and make it good within a reasonable period of time and or if CONTRACTOR refuses to carry out WORK under the guarantee clause and implied guarantee conditions and/or in case of severe urgency, OWNER shall be entitled to carry out repair/replacement/WORK or arrange to carry out repair/ replacement/WORK by a third party. The entire cost of such repair/ replacement/WORK including taxes and duties etc. shall be borne by the CONTRACTOR. In case, the cost of such repair/replacement has been incurred by OWNER, CONTRACTOR shall reimburse the same immediately on demand by OWNER with a document substantiating such costs..


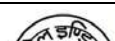

1.2.12.1.8 Damages to EQUIPMENT deriving from incomplete, erroneous instructions issued by CONTRACTOR will be considered CONTRACTOR's fault and will be treated according to the provision of warranty clause. Normal wear and tear shall not come under purview of this clause. If O&M Manual is not followed by OWNER, the provisions of this clause shall not be applicable.

1.2.13 Government Clearances, Permits and Certificates



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- 1.2.13.1 CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses required by virtue of all APPLICABLE LAWS, regulations, ordinances and other rules in effect at the place where any of WORK is to be performed, and CONTRACTOR shall further hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. OWNER will provide the necessary assistance to CONTRACTOR for obtaining PERMITS for CONTRACTOR's personnel to undertake WORK in India in connection with CONTRACT.
- 1.2.13.2 CONTRACTOR shall furnish necessary data/specifications/drawings etc. of EQUIPMENT likely to be imported by OWNER for obtaining import License / necessary Government Clearances, for the same. CONTRACTOR shall also furnish necessary technical information, data, drawing, etc. as and when required to OWNER for submission to Government/Statutory Agencies.
- 1.2.14 Transportation and Storing of EQUIPMENT
- 1.2.14.1 CONTRACTOR shall be responsible for proper packing, transportation from vendor's workshop to port or railway station (whether by road, rail, ship or aircraft), handling and clearances at port or railway station including loading and unloading, customs clearance, carriage to SITE, unloading at SITE, warehousing, coding and tagging, storage including proper preservation, etc. of EQUIPMENT. Any special clearance, lifting, handling, loading/unloading, and transport arrangements for over dimensional consignments shall also be done by CONTRACTOR. CONTRACTOR shall ensure timely delivery of EQUIPMENT. CONTRACTOR shall endeavor to have the consignments in the upper part of the hold to enable early discharge at the Port of disembarkment. The above arrangement shall be in accordance with the guidelines set forth in the Co-ordination Procedure. CONTRACTOR shall be responsible for inspection of EQUIPMENT on receipt at SITE and for maintenance and management of stores and warehousing of EQUIPMENT at SITE including all activities connected with the issue of EQUIPMENT, accounting and final reconciliation and handing over of stores to OWNER.
- 1.2.14.2 OWNER shall provide area at SITE for making shed/covered stores etc. for storing EQUIPMENT. CONTRACTOR shall be responsible for making shed/covered stores etc. for safe storage of EQUIPMENT.
- 1.2.15 Construction
- 1.2.15.1 CONTRACTOR shall be responsible for all civil and structural work, foundations, insulating & painting works, erection, site fabrication, piping, instrumentation, electrical installation, and other miscellaneous construction jobs of PLANT leading to MECHANICAL COMPLETION and PRELIMINARY ACCEPTANCE of PLANT. CONTRACTOR shall organise these activities in appropriate sequence and use proper methods giving due regard to the requirements of safety, quality, sound engineering practice, compliance with relevant Codes and Regulations, and for achieving PRELIMINARY ACCEPTANCE of PLANT on or before GUARANTEED COMPLETION DATE.

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The CONTRACTOR shall within the scope of work observe in addition to specifications, all national and local laws, ordinances, rules and regulation and requirements pertaining to the WORK.

Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time and well in advance of the specific work for approval.




The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by the OWNER in carrying out inspection work. The OWNER will have authorised representatives present who shall have free access to the work at all times. If an OWNER's representative notifies the CONTRACTOR's representative of any deficiency in any work or in the supervision thereof, the CONTRACTOR shall make every effort to carry out such instructions consistent with best industry practice.

The CONTRACTOR shall so far as reasonably feasible employ skilled workers who are Certified Tradesmen in the field(s) of their relative activities(s).

- 1.2.15.2 CONTRACTOR shall submit and adhere to the completion schedule of construction leading to PRELIMINARY ACCEPTANCE.
- 1.2.15.3 In case of delay in completion beyond the stipulated completion period as specified under clause 1.2.15.2 for reasons attributable to Contractor, all extra costs on account of changes of statutory regulations / Acts, shall not apply to Contract price and the same shall be borne by Contractor.
- 1.2.15.4 Civil Work Warranty
  - 1.2.15.4.1 CONTRACTOR shall certify that the all civil works, reinforced concrete, structures, permanent buildings and foundations has been designed in accordance with stipulations of relevant BIS Codes.
- 1.2.16 Safety and Plant Security
  - 1.2.16.1 CONTRACTOR shall observe and also use its best efforts to ensure that all parts of WORK carried out at SITE is being done in a safe and satisfactory manner conforming to the applicable Safety Rules and Regulations. Further, CONTRACTOR shall observe and make provisions in SUB-CONTRACT that employees working for PLANT observe all the Safety Rules as required under the Factories Act and Regulations and other Local Laws and SUB-CONTRACTOR to provide safety apparel and equipment to its employees. OWNER shall have the right to object to any unsafe practice followed by SUB-CONTRACTOR's employees or any CONTRACTOR's personnel and direct them to carry out the job in a manner considered safe by OWNER. CONTRACTOR shall further abide by all the Security Regulations imposed by OWNER.

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- 1.2.16.2 CONTRACTOR shall observe all safety rules so that no harm is done to OWNER's employees or property. If on account of CONTRACTOR, OWNER's property or personnel are likely to suffer any damage, in such cases any directions issued by OWNER shall be carried out by CONTRACTOR.
- 1.2.17 PRE-COMMISSIONING Services of PLANT
- 1.2.17.1 CONTRACTOR shall render and be responsible for pre-commissioning activities leading to MECHANICAL COMPLETION. These activities will include relevant checking, adjustment, testing, calibration, running in and trial runs of individual items of EQUIPMENT, and other similar jobs. OWNER shall provide experienced/trained and suitable operating and maintenance personnel who will perform their tasks under the supervision and direction of CONTRACTOR.
- 1.2.17.2 CONTRACTOR shall provide experienced personnel as required for carrying out the PRE-COMMISSIONING activities with OWNER's personnel.
- 1.2.17.3 CONTRACTOR shall provide SUB-CONTRACTOR's/VENDOR's specialists wherever required. Suitable provision for such services shall be made by CONTRACTOR in PURCHASE ORDER/SUB-CONTRACT.
- 1.2.18 MECHANICAL COMPLETION
- 1.2.18.1 CONTRACTOR shall be responsible for completing the design, engineering, procurement, inspection and expediting, arranging for transportation of EQUIPMENT, construction and PRE-COMMISSIONING for making PLANT ready for acceptance of feed stock before the MECHANICAL COMPLETION.
- 1.2.19 Commissioning Services of PLANT
- 1.2.19.1 CONTRACTOR shall be responsible for COMMISSIONING after PRE-COMMISSIONING activities have been completed giving due regard to safety of EQUIPMENT according to sound international practice. OWNER shall provide experienced trained operating and maintenance personnel who shall work under the supervision and direction of CONTRACTOR. The COMMISSIONING activities shall include the following:
- Introduction of raw materials, utilities, lining-up of various sections of PLANT leading to production of final product as per Technical.
  - Stabilising PLANT and stepping up production to full plant capacity.
  - Demonstrating and Conducting sustained load test and Guarantee Test as per Part-II, Technical.
- 1.2.19.2 CONTRACTOR shall provide engineers as required to commission PLANT. CONTRACTOR shall be responsible to provide supervision personnel for operation of

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PLANT until PRELIMINARY ACCEPTANCE and OWNER will operate the PLANT under the supervision and instructions of CONTRACTOR. During the sustained load test and the guarantee test, the range of operating conditions shall be within the limits of the design conditions and shall meet the requirements of safety and compliance with relevant Codes and Regulations.

#### 1.2.20 Performance Guarantee Test

1.2.20.1 CONTRACTOR shall successfully complete PERFORMANCE TEST as early as possible after MECHANICAL COMPLETION.

1.2.20.2 CONTRACTOR shall, when PLANT is stabilized at full plant capacity to the satisfaction of OWNER, shall carry out PERFORMANCE TEST and prove Guarantees.

1.2.21 Deleted.

#### 1.2.22 Man power requirement for O&M period

OWNER desires 10 years O&M Service after PRILIMINARY ACCEPTANCE with designated selected manpower defined by OWNER as per the requirement specified in Part II ,




#### 1.2.23 Laws and Regulations

1.2.23.1 CONTRACTOR shall abide, while fulfilling its obligations, by all applicable codes and APPLICABLE LAWS from time to time in force in the State of ODISHA and in India. FINAL PROPOSAL shall be based on the codes, and regulations applicable on the date of submission of the FINAL PROPOSAL..

In the event of change in any codes, LEGISLATION, laws or regulation applicable to PLANT, WORK or any part thereof after date of submission of FINAL PROPOSAL, which alters the scope of CONTRACTOR's obligations under CONTRACT, CONTRACTOR shall agree to make the necessary changes in scope of WORK. Such changes shall be governed by CHANGE IN WORK as per the provisions of Clause -3. Any additional fee becoming applicable due to any change of Acts, regulations, by-laws, orders and requirements after date of submission of FINAL PROPOSAL shall be borne by OWNER in accordance with SCC clause 3.0.

#### 1.2.24 Statutory Obligations


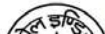

1.2.24.1 CONTRACTOR shall comply with the requirements of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (Regulation and Abolition) Act, Inter-state Migrant Workmen (Registration of Employment and Condition of Service) Act, Payment of Wages Act, Workmen Compensation Act, Factories Act, Employees Provident Fund and Misc. Provisions

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Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other applicable Industrial/Labour enactment and Rules made there under as applicable from time to time. In case OWNER incurs any liability towards payment of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/labour law by CONTRACTOR, the same shall be made good by CONTRACTOR.

- 1.2.24.2 SUB-CONTRACTOR engaged by CONTRACTOR for performing civil and erection work/other jobs at SITE shall have PF Code No. in its name issued by Regional Provident Fund Commissioner ( RPFC ).
- 1.2.24.3 The CONTRACTOR shall ensure that the SUB-CONTRACTOR shall comply with the Statutory Requirements, as applicable, for the execution of this CONTRACT.
- 1.2.25 Progress Monitoring and Reporting
- 1.2.25.1 CONTRACTOR shall develop a suitable system for monitoring and reporting progress on the various activities up to PRELIMINARY ACCEPTANCE. CONTRACTOR shall submit PROJECT MASTER SCHEDULE and detailed Network Schedule covering the activities and milestones starting from EFFECTIVE DATE OF CONTRACT until PRELIMINARY ACCEPTANCE, as described under Clause -1.2.13. These schedules shall include the activities of CONTRACTOR, SUB-CONTRACTOR and vendor. CONTRACTOR shall monitor progress continuously and submit to PROJECT MANAGER monthly progress reports giving the status of the activities, indicating those delayed and action being taken, or required to be taken, to bring back those activities on schedule. These reports will also include progress at vendor's workshops and shall be supplemented with photographs, wherever necessary. The Network Schedule shall be updated once in a month. CONTRACTOR shall also furnish information to PROJECT MANAGER as may be required by any other Government Authority or any other agency such as Financing Institution etc.
- 1.2.26 Technical Information
- 1.2.26.1 CONTRACTOR shall furnish to OWNER, CONTRACTOR's Technical Information and know-how as may be necessary for the operation of PLANT and relating to its process according to the provisions of Article 53 of General Conditions of Contract. CONTRACTOR shall grant or cause to be granted to OWNER an irrevocable right to use all such above technical information for PLANT and shall further inform OWNER for a period of five (5) years from date of PRELIMINARY ACCEPTANCE of any improvements in process, know-how, engineering, operation methods, and other conditions which will result in more efficient operation of PLANT that are developed by CONTRACTOR or process licensor or have come to the knowledge of CONTRACTOR, at no extra cost to OWNER. OWNER shall also grant to CONTRACTOR, at no extra cost to CONTRACTOR, to the benefit of process licensor the same right on OWNER's improvements as per the provisions of this Clause. Notwithstanding the generality of the foregoing, ownership of data, technical information processes, technology or software proprietary to CONTRACTOR and/or SUBCONTRACTORS shall remain with CONTRACTOR and/or SUBCONTRACTOR.



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CONTRACTOR and/or SUBCONTRACTOR shall ensure that OWNER is legally entitled to use of such data, processes, technology and software in the form of a perpetual, non-terminable, non-exclusive, royalty-free License for the purpose of the operation and maintenance of the PLANT.

In case sharing of any Technical Information by CONTRACTOR is in conflict with provisions of License Agreement, the same shall be brought to the notice of OWNER and the issues shall be mutually discussed and resolved, except for submission of confidential information to the Statutory Bodies.

#### 1.2.27 Work of SUB-CONTRACTOR and vendor


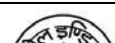

1.2.27.1 CONTRACTOR shall remain responsible for proper execution of such part of WORK as are carried out by its SUB-CONTRACTOR and vendor and any failure of SUB-CONTRACTOR/vendor shall not relieve CONTRACTOR of its obligations under CONTRACT. Furthermore, in the event of any default by SUB-CONTRACTOR/vendor, CONTRACTOR shall either take over SUB-CONTRACTOR/vendor's part of WORK on mutually agreed terms or take remedial action as may be necessary in order to comply with GUARANTEED COMPLETION DATE and any other activities leading to PRELIMINARY ACCEPTANCE by OWNER.

#### 1.2.28 Co-ordination

1.2.28.1 CONTRACTOR shall render all necessary assistance to PROJECT MANAGER required for overall co-ordination of all activities connected with WORKS. For this purpose, CONTRACTOR and PROJECT MANAGER shall agree on a meeting as soon as practicable after EFFECTIVE DATE OF CONTRACT, with SUBCONTRACTOR/vendor's and such other parties as are necessary to settle the following:

- Review the basic design conditions set forth in FINAL PROPOSAL and where appropriate, review possibilities of standardisation.
- Assess the priorities and key dates required to be included in CONTRACTOR's PROJECT MASTER SCHEDULE.
- Make an assessment of all items requiring co-ordination.
- Fix up a date and agenda of any subsequent meeting as may be required in association with OWNER.
- Discuss with PROJECT MANAGER and furnish all technical information about various effluents/emission and discharge points from different sources indicating the quality and quantity of gaseous and liquid emission of pollutants from PLANT. CONTRACTOR shall also supply PROJECT MANAGER any additional information required on the above matter during the performance of process design and basic engineering design.

In the event, PROJECT MANAGER pursuant to its responsibilities of overall co-ordination requests CONTRACTOR to make any alteration to the programme, scope of responsibility under CONTRACT, CONTRACTOR shall do the same, subject to the provisions of Clause 3.0.

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## 1.2.29 Notices and Reports

1.2.29.1. CONTRACTOR shall submit the following copies of notices to PROJECT MANAGER as part of the Scope of Work:


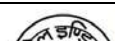

- Immediate notification of safety incidents and accidents, including near misses, of any kind or type followed as soon as possible after such event by a full report.
- Notices from any Government / Statutory Agency or any other Person for a violation of any Law or Government Approval, immediately upon receipt by CONTRACTOR and no later than twenty-four (24) hours after its receipt.
- Inspection reports by any inspector whether relating to any accident, accepting any test reports or otherwise immediately upon receipt by CONTRACTOR and no later than two (2) working DAYS after its receipt.

## 1.2.30 CONTRACTOR's Representative and Key Personnel

1.2.30.1 CONTRACTOR shall with prior consent of PROJECT MANAGER appoint a CONTRACT MANAGER to manage the execution of WORK and to be CONTRACTOR's Representative in India. CONTRACTOR's personnel stationed at SITE for providing services during the execution of WORK shall work under the supervision and guidance of CONTRACT MANAGER. The CONTRACT MANAGER shall have the full authority to make binding and enforceable decisions in the name of CONTRACTOR and shall receive all notices/correspondence that OWNER serves on CONTRACTOR.

1.2.30.2 CONTRACTOR shall be responsible for the work performed by CONTRACT MANAGER and CONTRACTOR's personnel and shall under no circumstances be relieved of its responsibilities and obligations under CONTRACT on account of acts or omissions of CONTRACT MANAGER and personnel.

1.2. 30.3 The Key Personnel shall hold the staff positions as indicated in CONTRACT. CONTRACTOR shall use reasonable efforts to ensure that such Key Personnel will be engaged in the execution of WORK continuously until their role is completed unless prior release is approved by OWNER, such approval not to be unreasonably withheld or delayed. Replacement of or addition to Key Personnel shall only be made with persons having qualifications and experience equal to or better than those replaced or added to, and shall be similarly subject to OWNER's prior approval. In the event, any person identified in CONTRACT decides to leave the employment of CONTRACTOR, CONTRACTOR shall use reasonable efforts to retain the services of such person until his portion of WORK is complete. CONTRACTOR further agrees not to remove from WORK Key Personnel, which OWNER considers to be necessary for the proper performance of WORK without the prior written approval of OWNER.


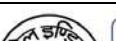

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### 1.2.31 General Warranties

- a) CONTRACTOR shall perform WORK in full compliance with its FINAL PROPOSAL and all other terms and conditions set forth herein.
- b) WORK shall be performed, in a good and workmanlike manner and in accordance with the FINAL PROPOSAL, all other terms and conditions of this CONTRACT, all DOCUMENTS, all Government Approvals, all APPLICABLE LAWS, and Good Industry Practices.
- c) All EQUIPMENT, installed as part of PLANT, (i) shall be free from any encumbrance or lien and shall conform to the specifications and descriptions set forth in CONTRACT and (ii) shall be new and unused, free from DEFECTS and Deficiencies of any kind and shall meet the requirements of the Scope of Work.
- d) The completed PLANT shall be free of DEFECTS and Deficiencies and shall be designed, constructed and engineered, in compliance with the Scope of Work.
- e) PLANT shall be designed, engineered, constructed, tested, completed and delivered based on Good Industry Practices, CONTRACTOR's specifications and guidelines for operation and maintenance in accordance with the Scope of Work, for CONTRACT PRICE and no later than the GUARANTEED COMPLETION DATE.
- f) All SUB-CONTRACTOR/vendor shall perform their portion of the Scope of Work or supply or install EQUIPMENT in accordance with the applicable terms set forth herein.
- g) Adherence to the Operations Manual shall allow safe start-up, operation, maintenance and shut-downs of the completed PLANT, in accordance with CONTRACTOR's guidelines and will not impair any warranty or guarantee of EQUIPMENT incorporated or to be incorporated into PLANT.

### 1.2.32 Re-Tests / Additional Tests

- 1.2.32.1 Except for tests required as per the provisions of CONTRACT, OWNER may request prior to PRELIMINARY ACCEPTANCE OF PLANT re-testing of any EQUIPMENT, or WORK if OWNER believes the results of earlier tests are not accurate or do not establish the true condition of EQUIPMENT or WORK being tested. Such decision will be based on mutual discussion and agreement between OWNER and CONTRACTOR
- 1.2.32.2 If a portion of WORK or any EQUIPMENT, fails any retest requested by OWNER pursuant to Clause 1.2.32.1, then CONTRACTOR shall correct or replace, or cause its SUB-CONTRACTOR/VENDOR to correct or replace, such item or portion so as to pass re-testing and otherwise meet or conform to such requirements. No changes to time schedule or increase in the CONTRACT PRICE shall be granted with respect to

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such re-testing subject to 1.2.32.3. CONTRACTOR shall solely bear any cost resulting thereof. Neither the failure by OWNER to discover Defects and Deficiencies, nor any payment to CONTRACTOR in respect thereof shall prejudice the rights of OWNER thereafter to require and obtain from CONTRACTOR the satisfactory performance of WORK hereunder. OWNER shall not be deemed to have accepted any WORK as a result of any such re- testing.

1.2.32.3 If the results of the original test and such re-test are within mutually acceptable range of the original test(s) or in accordance with the CONTRACT, OWNER shall bear the cost, if any, of such re- tests and extend the completion time, if required.

1.2.32.4 In addition to above, OWNER may request additional test, prior to PAC, of any EQUIPMENT or WORK, if OWNER believes the result of earlier test are not accurate or do not establish the true condition of EQUIPMENT or WORK being tested. The cost and time for such Additional test shall be borne by OWNER based on merit of the case and mutually agreed between CONTRACTOR & OWNER.

### 1.2.33 General

1.2.33.1 CONTRACTOR shall incorporate during design stage maximum utilization of goods manufactured and/or available in India and also avail shipping, insurance, banking, catering and any other services available from India-owned companies for installation of plant, if quality, delivery and overall cost characteristics are equivalent.

1.2.33.2 CONTRACTOR shall arrange insurance pursuant to Clause 28.0 of GCC, at its own cost.


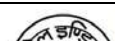

1.2.33.3 CONTRACTOR shall provide necessary information, documentation, and assistance for obtaining any approvals from Financial Institutions or any other agencies or authorities.

## 2.0 OWNER'S OBLIGATIONS

OWNER shall be responsible for fulfilling all obligations as specified under the following heads:

### 2.1 Basic Conditions for Design

OWNER shall furnish information concerning the basic conditions for design to CONTRACTOR as soon as practicable, but in any event not later than as per the requirements of CONTRACTOR's engineering schedule established and made available to OWNER during the early stages of WORK. CONTRACTOR shall review the basic conditions, including soil data, and other conditions furnished by OWNER. If CONTRACTOR observes any inconsistency or insufficiency in these data, CONTRACTOR shall bring to the notice of OWNER the same, before use of such data/information. It shall be Owner's endeavour to provide data for use of Contractor however, the data should be verified by Contractor at his cost. Any claim wrt

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inconsistent data shall not be entertained by Owner, except change(s) “rely upon documents” as mentioned under Clause No. 17.1 of GCC”.

## 2.2 Overall Co-Ordination

The objective of overall co-ordination is to organise orderly execution of WORK, bring about requisite integration amongst the various project activities of executing agencies, to achieve the technical quality, cost objective of WORK and to avoid interference between the various activities of the parties in order to achieve the earliest possible completion of WORK. The aim will be to integrate, have compatibility between plants and uniform standardisation of design, engineering, layout, etc.

### 2.3.0 Review and Approval of Work

2.3.1 CONTRACTOR shall associate OWNER's representatives with WORK as carried out by CONTRACTOR's personnel. For this purpose, OWNER shall associate with WORK at all stages. Specifically, OWNER shall undertake the following tasks:

- Review/APPROVAL of drawings as per Part-II, Technical and other documents connected with basic and detailed engineering.
- Review of specifications for EQUIPMENT, lists of spare parts and special maintenance tools, and lists of special construction aids, tools, tackles, and fixtures.
- Participation in inspection, expediting and testing of EQUIPMENT at SUB-CONTRACTOR's / vendor's works and at SITE, wherever considered necessary by OWNER.


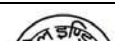

2.3.2 For the smooth functioning OWNER will nominate an individual who will act as PROJECT MANAGER under the CONTRACT. The PROJECT MANAGER will have full authority to act on behalf of the OWNER in connection with the CONTRACT. Except as otherwise provided in the CONTRACT, all communications between the OWNER and the CONTRACTOR relating to the WORKS shall be between the PROJECT MANAGER and the CONTRACT MANAGER.

2.3.3 OWNER shall depute its representatives to carry out above work at the office of CONTRACTOR. OWNER shall bear the cost of travel and stay of its personnel for such deputation. CONTRACTOR shall provide office accommodation, secretarial assistance, etc. in its office to OWNER's personnel. Number of OWNER's personnel to be deputed at CONTRACTOR's office on single location shall not exceed 10 (ten) at a time.

## 2.4 Government Clearances

Without prejudice to CONTRACTOR's obligations under the CONTRACT, OWNER shall provide necessary services and assistance to CONTRACTOR in obtaining



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Government clearances to be to be procured in the name of OWNER as referred to in GCC clause 59.1. All approvals/ permissions other than Environment Clearance and Consent to Establish/operate shall be obtained by the CONTRACTOR..

## 2.5 Facilities for CONTRACTOR's Personnel

OWNER shall assist CONTRACTOR in obtaining Visas and other PERMITS from the appropriate authorities for CONTRACTOR's and SUB-CONTRACTOR's / vendor's expatriates to enter and stay in India as necessary for performance of WORK. OWNER shall also provide facilities to CONTRACTOR's expatriates in accordance with the provisions described in Clause-2.8.

## 2.6 Operating and Maintenance Personnel

a) OWNER shall provide experienced operating and maintenance personnel according to its organisation, specifications, and standards during the PRE-COMMISSIONING and COMMISSIONING activities, who will work under the direction and control of CONTRACTOR. OWNER shall associate its personnel with the construction and erection of PLANT to familiarise the personnel with WORK, ascertain quality, and generally to prepare for proper operation and maintenance of PLANT.


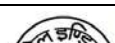

## 2.7 Feed stock and Utilities

OWNER shall make available the feedstock and utilities subject to limit specified in CONTRACT and take over all products and effluents at BATTERY LIMIT as specified in CONTRACT for commissioning and GTR .

## 2.8 Site Facilities

OWNER shall provide the following SITE facilities:

- Organisation and personnel for general co-ordination of site activities.
- General safety and security services.
- Free and unrestricted access to SITE as of the EFFECTIVE DATE OF CONTRACT
- OWNER shall NOT provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of CONTRACTOR, deputed at SITE for performing WORK under CONTRACT.
- OWNER shall NOT provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of SUB-CONTRACTOR and VENDOR.

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- f) Area for making shed/covered storage for storing EQUIPMENT.
- g) Construction Water and Construction Power shall be provided at one point within battery limit within 6 months of award of Contract on chargeable basis (presently **@ of Rs. 75 paisa/m<sup>3</sup> (approx.) for Construction Water and Rs. 6.90/KWH (approx.) for Construction Power**). In case of any escalation by statutory authorities in the unit rates during execution of Contract, the same shall be borne by Contractor). For PRE-COMMISSIONING / COMMISSIONING / START-UP phase, OWNER shall provide the following at defined Battery Limit;

Raw Material and utilities as defined in Section 2.0 of Technical part of NIT shall be made available to the CONTRACTOR at one point of Syngas Purification Unit battery limit 3 months prior to the end of Mechanical Completion period for Pre-commissioning by OWNER at Syngas Purification Unit battery limit. However required utilities prior to this period will be arranged by CONTRACTOR.

**Note:** Even if CONTRACTOR completes MECHANICAL COMPLETION before the scheduled period, OWNER shall provide raw materials and utilities as per the schedule defined above (reckoned from the scheduled Mechanical Completion date). CONTRACTOR shall not claim any compensation on account of such early MECHANICAL COMPLETION and OWNER shall not be held liable for any time or cost implications owing to such early completion.


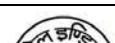

### 3.0 CHANGES IN WORK/CHANGE ORDER

- 3.1 OWNER may at any time order change in work scope. OWNER shall have the right to request in writing changes in WORK within the scope of CONTRACT. When the request for a change in WORK by OWNER has been agreed and complied by CONTRACTOR, CONTRACTOR's obligations under CONTRACT shall remain unaffected unless otherwise agreed.

Changes may consist of additions, deletions or revisions of or to the Scope of Work, and may cause the CONTRACT PRICE, the work schedule or the GUARANTEED COMPLETION DATE or any other CONTRACTOR's WARRANTIES to be adjusted.

CONTRACTOR shall be entitled to an extension of time to GUARANTEED COMPLETION DATE suffered and/or payment of additional costs incurred as a result of any change in law or legislation, by way of a CHANGE ORDER.

- 3.2 In the event that CONTRACTOR is instructed by OWNER to perform any change order, whether it be additional work or a reduction in the scope of work, a 10% mark-up shall be allowed to cover the cost of overheads and profits of the CONTRACTOR

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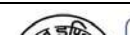

on the total lump-sum cost of the CHANGE ORDER for procurement of equipment, services including third party, including all taxes, duties and all other related costs.

- 3.3. On each request for a CHANGE IN WORK, CONTRACTOR shall promptly inform OWNER in writing whether this request will fall within the provision of CONTRACT. If this request does not fall under the provision of CONTRACT and CONTRACTOR has to incur additional expenses, then CONTRACTOR shall promptly submit a cost estimates, and terms of payment for making the requested change in WORK together with the details of any variation required to be made to any of CONTRACTOR's or OWNER's obligations and/or guarantees.
- 3.4 If in CONTRACTOR's opinion fulfillment of any of its obligations under CONTRACT would be jeopardised by a CHANGE IN WORK requested by OWNER, then CONTRACTOR shall explain in writing to OWNER the reasons for not accepting these changes within thirty (30) days of receipt of OWNER's written request.
- 3.5 OWNER and CONTRACTOR shall agree upon the basis and terms of the CHANGE IN WORK in writing.
- 3.6 It is understood that no change shall become effective and no change will alter the scope of WORK until all of the matters referred to in this *Clause 3* have been mutually agreed upon in writing by OWNER and CONTRACTOR.
- 3.7 It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause :
- Minor changes requested by OWNER and accepted by CONTRACTOR which do not involve any substantial additional cost or man-hour effort, and have no effect on contractual completion period, and/or
  - Any change necessitated due to requirements of prevalent laws in India at the time of submission of FINAL PROPOSAL.

#### 4.0 ACCEPTANCE OF PLANTS AND FACILITIES

CONTRACTOR's liabilities for the Performance Guarantees given for the PLANTS and Facilities in respect of capacity, consumption, product quality and pollution level shall be discharged only when the PERFORMANCE AND GUARANTEE TESTS as stipulated in Part-II, Technical, Section-8 of NIT have been successfully carried out as per acceptance criteria specified below or alternatively, Mutually Agreed Damages as stipulated in clause 31 of GCC have been paid by the CONTRACTOR and OWNER has issued PRELIMINARY ACCEPTANCE CERTIFICATE.

#### 5.0 PLANT ACCEPTANCE CRITERIA

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Subject to fulfilling PERFORMANCE AND GUARANTEE TESTS as per Part-II, Technical, Section 8 of NIT and Clause 18.0 of SCC, OWNER shall be in readiness to accept the PLANTS. CONTRACTOR shall take all steps to fulfil the provisions of the CONTRACT for OWNER to issue PRELIMINARY ACCEPTANCE CERTIFICATE. The care and custody responsibility of the Plant shall be passed on to OWNER on PRELIMINARY ACCEPTANCE of the Plant.

## 6.0 ISSUANCE OF PRELIMINARY ACCEPTANCE CERTIFICATE


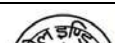

Within 30 (thirty) DAYS from completing successfully PERFORMANCE & GUARANTEE TESTS by the CONTRACTOR, and CONTRACTOR fulfilling all the obligations under the provision of the CONTRACT, OWNER shall issue PRELIMINARY ACCEPTANCE CERTIFICATE to CONTRACTOR. On issue of this Certificate by OWNER, CONTRACTOR shall become entitled to receive all payment as per provisions of the CONTRACT due to CONTRACTOR subject to CONTRACTOR's fulfilling the obligations stipulated under CONTRACT

## 7.0 LABOUR AND STAFF

- 7.1 The CONTRACTOR shall make his own arrangement for labour, erection and COMMISSIONING engineers and all other staff required for carrying out the CONTRACT. The necessary permissions from Government of India regarding work permit and visa requirement shall be obtained by the CONTRACTOR.
- 7.2 The CONTRACTOR shall make his own arrangements for providing canteen service to his labour and staff. Open space for this purpose may be provided by OWNER.
- 7.3 The CONTRACTOR shall at his own cost provide office and other accommodation for his staff and workmen. The CONTRACTOR shall also provide communication, transport and medical facilities to his staff and workmen.
- 7.4 The CONTRACTOR shall be responsible for all statutory obligations and any other laws in this regard in force from time to time regarding the employment or conditions of service of CONTRACTOR's labour, workman or employees.
- 7.5 The CONTRACTOR shall observe all safety rules as required under various rules, regulations and laws in India and shall also strictly adhere to safety regulations of OWNER.

## 8.0 TRAINING OF OWNER'S PERSONNEL

- 8.1 The CONTRACTOR shall provide facilities, if required, for Training of OWNER's personnel at CONTRACTOR's other installations before the plant goes into operation, in the operation and maintenance of plant. The costs towards travel, transportation and living expenses of the OWNER's personnel shall be borne by OWNER.

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CONTRACTOR shall make arrangements, for training of OWNER's personnel in PLANT of CONTRACTOR's design having comparable capacity and design features as of same Plant and in VENDOR's workshops (Refer Section-12.0 of Technical Part-II) . CONTRACTOR shall provide assistance to OWNER's personnel for proper co-ordination and management of the practical experience. Detailed programme and modalities for practical experience shall be mutually agreed between OWNER and CONTRACTOR.

8.2 The fee for Training of OWNER's personnel shall be as specified in ANNEXURE – 1.2, Schedule of Price.

## 9.0 MODE OF CONTRACTING

9.1 Notwithstanding anything stated elsewhere in the CONTRACT documents, the CONTRACT is awarded on Lumpsum turnkey basis with single point responsibility.

9.2 The CONTRACT shall be in all respect being construed and governed in accordance with the Indian laws.

9.3 **The CONTRACT shall be treated as 'WORK CONTRACT SERVICE'.**

10.0 **Deleted**

## 11.0 CURRENCIES OF BID AND PAYMENT

11.1 i) For the purpose of this clause and any other relevant provisions in these documents, Foreign Currency (**maximum 5 (five) currencies namely USD, EUR, GBP, JPY and INR**) shall mean as quoted by the bidders.

ii) Foreign Bidders may quote prices for MATERIALS and services to be imported into India either in Indian Rupees or in the Foreign Currencies or in a combination of Indian Rupees and the Foreign Currencies.


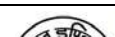

iii) Bidders shall quote the price for MATERIALS and services to be procured from India and for expenses to be incurred in Indian Rupees only in Indian Rupees.

Further, bidders shall quote the price for Civil and Structural works in Indian Rupees only.

iv) Indian bidders may quote the prices for materials and services to be imported into India in the Foreign Currency. Such bidders quoting in foreign currency shall separately indicate in a list the materials and services to be imported into India and the Foreign Currency price payable for such materials and services.


11.2 Indian bidders who have indicated materials or services to be imported into India, and who have indicated the Foreign Currency price for such materials and/or services in



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their bids as specified above, shall be paid the Foreign Currency paid for the relevant materials or services imported into India (subject to the maximum of the Foreign Currency indicated in the priced bid in relation to such supplies or services) as per SCC Clause 14. If as a result, there shall remain any unutilized foreign currency indicated in the priced bid relevant to the formation of the CONTRACT in relation to such supplies or services, these shall be considered to be the CONTRACTOR's fee for the relative procurement or services, as the case may be, and shall be added to and paid for separately, in the Final Bill, in addition to the price of services, in Indian Rupees equivalent of such unutilised foreign currency balance(s) converted at the currency exchange rate, available at RBI'S WEBSITE, prevailing on the date of MECHANICAL COMPLETION.

- 11.3 If in the performance of the CONTRACT, the CONTRACTOR obtains or procures within India any materials or services which at the time of the bid were indicated to be procured or provided from outside India, the CONTRACTOR shall be paid only the Indian Rupee equivalent of the foreign currency cost of such materials or services as indicated in the last priced bid relevant to the formation of the CONTRACT, converted at the currency exchange rate, available at RBI'S WEBSITE prevailing on the date of payment by the CONTRACTOR for such supplies or services. Any change in such sourcing shall be subject to the OWNER's / CONSULTANT's prior consent. In case of change of source of supply from Indian to foreign or vice versa net evaluated cost would be carried forward, both in respect of CIF as well as INR price and taxes and duties thereon.
- 11.4 If in the performance of the Contract, the CONTRACTOR obtains or procures from outside India any materials or services which at the time of the bid were indicted to be procured or provided from within India, such bidder shall be paid only the Indian Rupees indicated in the Bill of Materials or in the Schedule of Activities, as the case may be, for such materials or services. In case of change of source of supply from Indian to foreign or vice versa net evaluated cost would be carried forward, both in respect of CIF as well as INR price and taxes and duties thereon. However, CONTRACTOR shall take prior permission of the OWNER for such change of source of supply.
- 11.5 The CONTRACTOR shall not be entitled to switch the quoted foreign currency to another foreign currency
- 11.6 The Lumpsum price quoted by the CONTRACTOR shall be gross of Indian Income Tax, and the lumpsum price(s) shall be deemed to include Indian Income Tax.
- 11.7 The CONTRACTOR shall submit billing schedule which is to be approved by the OWNER. The CONTRACTOR shall submit all invoices for a particular month under a single covering letter (once in a month) based on the billing schedule duly certified by OWNER with related documents.

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## 11.8 Due Date for Payment

OWNER will make progressive payments as and when the payment is due as per the terms of payment set forth in the CONTRACT. Payment will become due and payable by OWNER within 30 days, except Final Payment, from the date of receipt of CONTRACTOR'S bill/invoice by OWNER provided the documents submitted are complete in all aspects and are submitted as per billing schedule.

## 12.0 PRICE VARIATION CLAUSE

12.1 The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the following metal prices in accordance with the provisions described below:

- Structural steel
- Stainless steel

The Contract Price shall be adjusted for any increase/decrease on account of variation in metal prices as per the formula below:

$$V = V1 + V2$$

Where,

$$V1 \text{ (variation on account of Structural Steel)} = P1 \times Q1 \times (A-Ao) / Ao$$

$$V2 \text{ (variation on account of Stainless Steel)} = P2 \times Q2 \times (B-Bo) / Bo$$

Where,


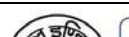

V = Total Variation in material (steel) i.e. increase or decrease in the amount (in Rupees) to be paid or recovered.

V1, V2 = Increase/Decrease on account of variation in respective material (steel) prices

P1 = Base Price (excluding taxes and duties) of Structural Steel, i.e. Rs 49.50/- per kg

Q1 = Quantity of Structural steel measured

A0 = 117.9  
Wholesale Price Index by RBI, Government of India for Mild Steel - Semi Finished Steel shall be considered for Structural Steel. The index is as published on 18-01-2024.

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- A = Wholesale Price Index published by RBI , Government of India for Mild Steel - Semi Finished Steel on sub-order date for the purchase of material under the contract by the Contractor
- P2 = Base Price (excluding taxes and duties) of Stainless Steel, i.e. Rs 286/- per kg
- Q2 = Quantity of Stainless steel measured
- B0 = 132.3  
Wholesale Price Index for Stainless Steel -Semi Finished published on 18-01-2024 by RBI, Government of India.
- B = Wholesale Price Index published by RBI , Government of India for Stainless Steel -Semi Finished on sub-order date for the purchase of material under the contract by the Contractor.

12.2 Upward price variation will be payable for the entire approved extended completion period (\*) considering the applicable indices as per the above formula. Accordingly, in case of delay by the contractor beyond contractual delivery date for reasons attributable to contractor, no upward price variation shall be payable.

However, downward/ negative price variation shall be applicable for the actual completion period.




*(\*) Approved extended completion period shall mean the justified extension in completion period which is without any levy of MAD.*

*For example: If COD is May and the actual completion date is December out of which extension upto October is not attributable to the contractor, the upward price variation shall be payable only till October. However, downward price variation shall be applicable till December.*

12.3 For the purpose of MAD the contract value shall be considering inclusive of price variation on account of steel price variation.

12.4 Even if there is no price adjustment claim, Contractor shall submit all relevant data to prove that there is no downward variation.

12.5 Price variation for materials shall be applicable for measured and certified quantity only.

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12.6 Adjustment Bill to be raised after every publication of firm WPI/LME/JM or agreed index for the corresponding period.

12.7 Escalation formula shall be implemented only when price increase due to variation is more than +5%. However for any decrease, formula will be applicable.

### 13.0 STATUTORY VARIATION IN TAXES AND DUTIES

13.1 No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to CONTRACTOR except for GST and custom duty with applicable Cess/Surcharge. However, any statutory variation for GST and Custom Duty with applicable Cess/Surcharge shall be payable up to GUARANTEED COMPLETION DATE against documentary evidence.

Any reduction in the amount of GST and Custom Duty with applicable Cess/Surcharge resulting from a reduction in the rate of GST, and Custom Duty with applicable Cess/Surcharge or remission or exemption from GST, and Custom Duty with applicable Cess/Surcharge with respect to Goods and Services provided to the OWNER shall be refundable to the OWNER at actual within the GUARANTEED COMPLETION DATE and also during the delayed contractual Project completion, if any.


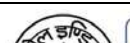

13.2 Any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid but before GUARANTEED COMPLETION DATE shall be to OWNER's Account.

13.3 In case the GUARANTEED COMPLETION DATE is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST and Custom duty with applicable Cess/Surcharge until the extended period shall be borne by OWNER. Further, any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid during such extended GUARANTEED COMPLETION DATE shall be to OWNER's Account.

### 14.0 TERMS OF PAYMENT

14.1 After award of CONTRACT, the CONTRACTOR, under a Consortium shall submit break up the Schedule of Prices corresponding to the supplies/services/civil works assigned to each member of the consortium which shall be approved by Owner/Consultant. Such approved Billing Schedule shall govern the payment to each member of consortium.

Each member of Consortium shall raise separate invoices applicable for their part of scope of work as per the approved Billing Schedule and the OWNER shall pay directly to each member of the Consortium against such invoices. However, it is mandatory that such invoices shall be forwarded by covering letter issued by Consortium Leader Consortium leader will remain fully responsible for any excess payment or deficient payment made to consortium members.

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## 14.2 MOBILISATION ADVANCE

The CONTRACTOR shall be paid an **interest bearing** recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the CONTRACT PRICE divided into two parts, namely 10% (Ten percent) of the Foreign Currency portion comprised in the Lumpsum price and 10% (Ten percent) of the Indian Rupees portion comprised in the Lumpsum price.

The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis.

The interest bearing Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilisation Advance. Further, the disbursal of second installment of balance amount can be made at the end of 3 months from the first installment subject to submission of Utilization Certificate of first installment but not earlier than 3 months from the date of disbursal of first installment.


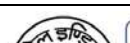

Mobilization Advance shall be paid subject to fulfillment of the following conditions:

- Unconditional Acceptance of Letter of Acceptance (LOA) by CONTRACTOR.
- Submission of Bank Guarantee(s) for 110% value covering the Foreign Currency portion and the Rupee portion of the said advance(s), valid for 3 months beyond MECHANICAL COMPLETION, from OWNER'S List of Approved Bank as per Annexure 1.20 and as per format Annexure 1.17. The CONTRACTOR shall at the request of the OWNER suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be *required* to fully recover the amount of the Advance Payment not recovered before the expiry of the validity of such Bank Guarantee, failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s)."
- Submission of Bank Guarantee(s) by way of Security Deposit as stipulated in Clause 8.0 of the GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the Bank Guarantee(s) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee(s).


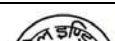

### Notes:

- Where foreign currency advances are in more than one foreign currency, separate bank guarantees shall be given with respect to each foreign currency to be advanced.



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2. Where the lumpsum price is divided into more than one foreign currency, the Bank Guarantee by way of security deposit shall be given with reference to each of the specified currencies into which the lumpsum price has been split.
3. The CONTRACT PRICE for the purpose of Contract Security cum Performance Bank Guarantee would be derived on date of CONTRACT and would not be revised except in case scope of work is altered.
4. The advance paid to the CONTRACTOR shall be used only for execution of this CONTRACT and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that the said advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).
5. Mobilization Advance (principal plus interest) (both Foreign Currency and Indian Rupees) shall be recovered from the Running Account Bills and shall be fully extinguished within 12 months from the date of disbursement of first instalment of advance. The percentage deduction from each RA bill shall be arrived at based on the total cumulative payment for 12 months as per billing schedule *[for example, if advance amount to be recovered (principal + interest) is Rs 48 Crore and the cumulative amount to be invoiced for first 12 months is 300 Crore as per billing schedule, then percentage deduction from each RA bill shall be made @16% (48/300 x 100)]* or  
  
**Note 1:** Incase if the certified bills received are not sufficient enough to recover the said amount in 12 months, then 8.33% per month would be recovered from the said bill.  
  
**Note 2:** Further incase the certified RA bill is not sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.
6. Bank Guarantee furnished by the Contractor towards mobilization advance would be reduced quarterly subject to adjustment made from Contractors running bill.
7. The payment curve i.e. S curve/Monthly Payment Schedule should be prepared after considering the mobilization advance and it's recovery.
8. In case of termination of CONTRACT due to default by CONTRACTOR, advance Bank Guarantee shall be encashed and unadjusted advance payment recovery will become interest bearing (the interest rate shall be simple interest of six month MCLR + 5.25%) calculated from the date of disbursement of first instalment of advance.

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**14.3 Subject to the other provisions of the Contract documents, payments shall be made as follows**

**14.3.1 Mobilisation Advance**

Mobilization advance of 10% of CONTRACT PRICE, as indicated above, shall be given, if asked by the Bidder.

**14.3.2**

**A FOR SUPPLIES**

**i) AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS**


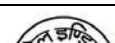

40% (Forty percent) on pro-rata basis of imported materials plus corresponding procurement and other charges for relative imports (on pro-rata basis) as indicated in the Bill of Materials and 40 % (Forty Percent) on pro-rata basis of the price of indigenous materials plus procurement and other charges for relative materials, as indicated in the Bill of Materials. Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents with the CONTRACTOR's invoice.

**IMPORTED MATERIALS**

- Signed invoice(s)
- 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies
- Certificate of country of origin issued by a competent authority
- Packing list
- Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- Third Party Inspection Release Note clearly indicating that equipment/ material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER
- Insurance Certificate

**INDIGENOUS MATERIALS**

- Signed Invoice(s)
- Packing list.
- Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy

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- d) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER.
- e) Railway Receipt/LR
- f) Insurance Certificate

ii) **AGAINST RECEIPT OF MATERIAL AT SITE**


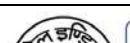

45% (Forty Five percent) along with all applicable taxes and duties on pro-rata basis of imported material plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 45 % (Forty Five percent) along with all applicable taxes and duties on pro-rata basis of the value of indigenous materials and procurement and other Charges for relative materials as indicated in the Bill(s) of Materials on submission of:

- (a) Signed Invoices.
- (b) Photocopy of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate.
- (c) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- (d) Certificate of Verification and Good Condition after receipt of material at site by Owner.

iii) 5 % (five percent) of imported material plus corresponding procurement and other charges for relative materials as indicated in the Bills of Materials and 5 % (five percent) of the value of indigenous materials and procurement and other Charges for relative materials as indicated in the Bill(s) of Materials on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).

iv) 8% (Eight percent) of the imported materials plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 8% (Eight percent) of the value of indigenous materials and procurement and other charges for relative materials as indicated in the Bill of Materials on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.

v) 2% (Two percent) of the imported materials plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 2% (Two percent) of the value of indigenous materials and procurement and other charges for relative materials as indicated in the Bill of Materials on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

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### 14.3.3 FOR SERVICES




- i) 85% (Eighty Five Percent) of the Services Price component shall be paid on pro-rata basis against progress of Services duly certified by the OWNER for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report, after adjustment of mobilization advance, if any.
- ii) 5% (five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iii) 8% (Eight percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- iv) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

### 14.3.4 FOR CIVIL AND STRUCTURAL WORKS

- i) 85% (Eighty Five Percent) of the Civil and Structural Works Price component shall be paid on pro-rata basis against progress of Civil and Structural Works duly certified by the OWNER for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report, after adjustment of mobilization advance, if any.
- i) 5% (five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- ii) 8% (Eight percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- iii) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

### 14.3.5 TRAINING OF OWNERS PERSONNEL AS PER SECTION-12, PART-II, TECHNICAL

100% (Hundred Percent) of payment shall be released on completion of training based on the actual number of personnel deployed for training.

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#### 14.3.5 INLAND TRANSPORTATION

##### **All Equipment/materials (excluding Spares and Consumables for 120 months O&M services)**

100% (Hundred Percent) of Local Transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) for the plant and equipment shall be paid to the Contractor pro-rata to the value of the equipment/commissioning spares received at site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation.

#### 14.3.6 OPERATION & MAINTAINANCE (O & M) SERVICES

O&M services including supply of all Spares and consumables for 120 months will be in Contractors scope.

- 14.3.6.1 O&M service cost will be paid @ 2% of the awarded CONTRACT PRICE (excluding taxes & duties) per year . The awarded CONTRACT PRICE (excluding taxes & duties) in different currencies shall be converted to INR. The conversion rate available on RBI website, of foreign currencies to INR, shall be date of PRELIMINARY ACCEPTANCE.

Payment for O&M Charges will be paid in each year on quarterly basis.

#### 14.3.6.2. **FOR O&M SPARES (IMPORTED/INDIGENOUS), CATALYSTS, CHEMICALS, LUBRICANTS, ADSORBENTS**


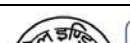

##### **Against Receipt of Material at Site**

100% (Hundred percent) along with all applicable taxes and duties of imported material/spares plus corresponding procurement and other charges for relative materials as indicated in the Bill of Materials and 100% (Hundred percent) along with all applicable taxes and duties of indigenous materials/spares and other Charges for relative materials as indicated in the Bill(s) of Materials on submission of:

##### **IMPORTED MATERIALS**

- Signed invoice(s)
- 2 of 3 original Bill of Lading and 4 (four) non-negotiable copies
- Certificate of country of origin issued by a competent authority
- Packing list
- Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy



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- f) Third Party Inspection Release Note clearly indicating that equipment/ material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER
- g) Insurance Certificate
- (h) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- (i) Certificate of Verification and Good Condition after receipt of material at site by Owner.

#### INDIGENOUS MATERIALS

- a) Signed Invoice(s)
- b) Packing list.
- c) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- d) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER.
- e) Railway Receipt/LR
- f) Insurance Certificate
- (g) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- (h) Certificate of Verification and Good Condition after receipt of material at site by Owner.


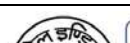

14.4 All payments other than the Mobilization Advance shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

14.5 All invoices shall be submitted in quadruplicate to PROJECT MANAGER by the Bidder. The payment shall be released within 30 days of submission of invoice.

14.6 Payment of customs duties:

Owner now agrees to make payment of customs duty within one month of submission of documentary evidence towards payment of customs duty along with all relevant supporting documents specified in ITB. However such payment will be restricted to only one payment per month subject to monthly cash flow submitted by Bidder.

14.7 Deleted

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## 14.8 PAYMENT SECURITY - LETTER OF CREDIT (L/C)

### 14.8.1 For payments other than Mobilization Advance through L/C

The OWNER will establish an irrevocable at-sight revolving Letter of Credit (L/C) in favour of the CONTRACTOR through the OWNER's Bank in India for payments due against foreign Supplies and Services of foreign origin covered under CONTRACT, as per Terms of Payment subject to condition that the Contract Agreements has been signed between the Parties.

The value of L/C shall be automatically and immediately revolved/reinstated at the time of each payment. The cumulative withdrawal under such L/C shall be limited to the value as determined by monthly payment schedule. The revolving amount of such L/C will be mutually determined as per the approved payment schedule based on monthly payment schedule. The other terms of L/C and also the timing shall be mutually discussed and agreed to between OWNER and CONTRACTOR.




- 14.8.2 The bank charges relating to such Letter of Credit outside India, if any shall be to CONTRACTOR's account, while the charges payable to bankers in India shall be to Owner account. If the CONTRACTOR wants confirmed Letter of Credit, the confirmation charges for the same will be to CONTRACTOR's account.

## 15.0 BILLING SCHEDULE

The CONTRACTOR shall provide a billing schedule based on agreed payment terms and monthly payment schedule within 30 days from the effective date of CONTRACT for APPROVAL by the OWNER.

The Billing Schedule shall consist of the following Heads:

1.0	<b>SUPPLIES (Break-up in line with the Material Control Index-MCI)</b>
a.	Total of Supplies (excluding Spares, Chemicals, Lubricants and consumables etc )
b.	
d.	Others
2.0	<b>SERVICES</b>
a.	Basic Engineering (Break-up In line with the Document Control Index-DCI)
b.	Detailed Engineering (Break-up In line with the Document Control Index-DCI)

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c.	Installation
d.	Erection
e.	Commissioning
f.	PGTR
g.	Insurance
h.	Others
<b>3.0</b>	<b>Civil And Structural Works</b>
<b>4.0</b>	<b>Training of Owner's Personnel</b>
<b>5.0</b>	<b>O &amp; M services</b>




The CONTRACTOR shall raise "Tax Invoices" on the OWNER against the applicable GST., as the case may be to enable OWNER to reimburse the same

Similarly, in case of imports, the import duty paid shall have to be indicated separately in the invoice, duly supported by all the necessary documents, so as to enable the OWNER to reimburse the same.

The Bill of Entry shall have to be filed by the CONTRACTOR within the stipulated time with the appropriate authorities.

**Note:**

1. Spares for Start-up/ Commissioning and Mandatory Spares/Insurance Spares are in CONTRACTOR's scope of supplies and are to be included in the quoted TOTAL CONTRACT PRICE.
2. It will be the responsibility of the contractor to include prices of all materials/equipments/Services/Civil & Structural Works required for completion of work as per the CONTRACT.
3. The total price payable under the CONTRACT shall be restricted to TOTAL CONTRACT PRICE.
4. The Civil & Structural Works shall include but not limited to the Price of Piling, Equipment Foundation, Buildings, Structural Works, etc.

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5. **Total price of SUPPLIES shall not exceed 60% of the TOTAL CONTRACT PRICE.** The SUPPLIES shall include but not limited to the Price of all materials complete in all respect including spares & consumables etc. upto PRILIMINARY ACCEPTANCE. In case the price for SUPPLY OF MATERIALS component exceed the above mentioned limit, then such additional amount shall be payable to the contractor after Mechanical Completion.
6. **Total price of 'Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering' not exceed 10% of the TOTAL CONTRACT PRICE.** The supply of Services shall include but not limited to the Price of all services complete in all respect including Basic Engineering, Detailed Engineering, installation/Erection Services including site fabrication, Transportation, Insurance, Pre-Commissioning, Commissioning, Performance Guarantee Test Run (PGTR), etc. In case the price for 'Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering' component exceed the above mentioned limit, then such additional amount shall be payable to the contractor after Mechanical Completion.




## 16.0 DEEMED ACCEPTANCE

In case, COMMISSIONING and/or conductance of PERFORMANCE AND GUARANTEE TESTS of the PLANT is delayed by 18 months from MECHANICAL COMPLETION due to the reasons solely attributable to the OWNER, PLANT shall be considered as DEEMED ACCEPTED with a DEFECT LIABILITY PERIOD of another 12 months from DEEMED ACCEPTANCE The Contract Security-Cum-Performance Bank Guarantee shall be extended, accordingly, by the CONTRACTOR.

Reasonable cost for Commissioning, and/or Sustained Load Test and/or conductance of Performance and Guarantee Tests and/or training of OWNER's personnel in PLANT shall be worked out mutually and shall be retained by OWNER. Payment against PRILIMINARY ACCEPTANCE less the aforesaid retention amount shall be released against submission of equivalent amount of Bank Guarantee (Valid upto. DEFECT LIABILITY PERIOD.) by the CONTRACTOR upon DEEMED ACCEPTANCE of the PLANT. The bank guarantee already running as Contract Security-Cum-Performance Bank Guarantee shall be extended, by the CONTRACTOR so as to ensure validity of 06 months from the date of completion of DEFECT LIABILITY PERIOD.

This provision of DEEMED ACCEPTANCE shall not be applicable in case reasons for delay solely attributable to the OWNER are resolved before the completion of 18 months from MECHANICAL COMPLETION and COMMISSIONING and PERFORMANCE AND GUARANTEE TEST is started within 18 months from MECHANICAL COMPLETION. In that case remaining activities including COMMISSIONING / PERFORMANCE AND GUARANTEE TESTS shall be completed as per the terms & conditions of the CONTRACT and security-cum-performance bank guarantee shall be extended, accordingly, by the CONTRACTOR so as to ensure minimum validity of 6 months from the expiry DEFECT LIABILITY PERIOD.

Even after the DEEMED ACCEPTANCE, CONTRACTOR shall not be absolved from his obligations of carrying out the remaining activities including COMMISSIONING /

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PERFORMANCE AND GUARANTEE TESTS However, in such case, the CONTRACTOR shall have no obligation to prove the Performance Guarantee parameters.

The CONTRACTOR may, in consultation with the OWNER, demobilise the team from the Site. It shall remobilise when COMMISSIONING and/or conductance of PERFORMANCE AND GUARANTEE TESTS is called for by OWNER which shall be within DEFECT LIABILITY PERIOD. The OWNER shall, in addition to the cost retained as above, reimburse the reasonable cost to be incurred by the CONTRACTOR for remobilization. Further, reasonable remobilization charges on account of Licensor if any, shall also be paid by OWNER.

In case of DEEMED ACCEPTANCE, OWNER shall be responsible for care, custody and proper maintenance of the PLANT. However, OWNER, at its option, may retain the CONTRACTOR's services for watch, ward and preservation of the PLANT and reimburse the CONTRACTOR a mutually agreed reasonable cost incurred to do so.

After Deemed Acceptance, on performance of PGTR by the CONTRACTOR, if the Guaranteed parameters are not achieved, then the CONTRACTOR shall furnish the Recommendation/Report for corrective action to be implemented by OWNER to achieve the desired Guaranteed parameters.

## 17.0 DEFECT LIABILITY PERIOD AND LIABILITY FOR DEFECTS


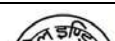

17.1 The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE/DEEMED ACCEPTANCE.

If at any time before the PRELIMINARY ACCEPTANCE or during the DEFECTS LIABILITY PERIOD stated below, the PROJECT MANAGER:

- (a) Claim that any matter is a DEFECT; and
- (b) as soon as reasonably practicable gives to the CONTRACTOR notice of the particulars of the DEFECT; the CONTRACTOR shall as soon as reasonably predictable make good the DEFECTS so notified and the OWNER shall so far as may be necessary place the PLANT at the CONTRACTOR's disposal for this purpose. The CONTRACTOR shall, if so required by the PROJECT MANAGER, submit his proposals for making good any DEFECT to the PROJECT MANAGER for his approval.

17.2 If any DEFECT arises from any breach of the CONTRACT by the CONTRACTOR the CONTRACTOR shall bear his own cost of making good the DEFECT. In the case of any other matter made good by the CONTRACTOR, the work done by the CONTRACTOR shall be the subject of CHANGE ORDER.



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- 17.3 The performance guarantees are demonstrated only through the performance tests carried out before the achievement of the PRELIMINARY ACCEPTANCE CERTIFICATE.

CONTRACTOR shall carry out further test(s) on the repaired/replaced item during the DEFECT LIABILITY PERIOD having the sole purpose to verify that said item is capable of working in compliance with contractual requirements. Such test(s) shall not be intended as a repetition of the performance tests already performed.

If DEFECT is made good after the issue of a PRELIMINARY ACCEPTANCE CERTIFICATE the PROJECT MANAGER may require the CONTRACTOR to repeat any appropriate performance test for the purpose of establishing that the DEFECT has been made good. The CONTRACTOR shall be responsible for the cost of any repeat inspection or test in the event of an inspection or test failure.




- 17.4 If in the course of making good any DEFECT which arises during the DEFECTS LIABILITIES PERIOD and CONTRACTOR repairs, replaces or renew any part of the PLANT, this Clause 17 shall apply to the repair or to that part of the PLANT so replaced or renewed and shall further apply until the expiry of a period of 12 months from the date of such repair, replacement or renewal (the extended DEFECTS LIABILITY PERIOD). However, extended DEFECTS LIABILITY PERIOD shall have an upper limit of 24 months for extended DEFECTS LIABILITY PERIOD, starting from the Preliminary Acceptance.

- 17.5 If the CONTRACTOR does not make good with a reasonable time any DEFECT which he is liable to make good under Sub-Clause 17.1 then the OWNER may, in addition to any other remedies or relief available to him under the CONTRACT, proceed to do the work, provided that the OWNER gives at least fourteen DAYS notice of his intention.

- 17.6 If the OWNER reasonably requires that any DEFECT notified to the CONTRACTOR under Sub-clause 17.1 which arises during the DEFECT LIABILITY PERIOD be made good urgently and the CONTRACTOR is unable or refuses to comply within a reasonable time, the OWNER may, in addition to any other remedies or relief available to him under the CONTRACT, proceed to do the work in such a manner as the PROJECT MANAGER may decide, including the employment of a third party.

- 17.7 If the OWNER has made good a DEFECT in accordance with Sub-clause 17.5 or 17.6, the CONTRACTOR shall reimburse the OWNER his reasonable cost of so doing provided that the OWNER gives a notice to the CONTRACTOR of his intention and submits a claim supported by DOCUMENTS. The PROJECT MANAGER and the CONTRACTOR may agree the amount to be paid by the CONTRACTOR, or in the absence of agreement the PROJECT MANAGER shall decide such amount as may be reasonable. Such amount shall be:

- deducted from any money that would otherwise be payable under the CONTRACT; or
- paid by the CONTRACTOR to the OWNER

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- 17.8 If the PLANT cannot be used because of a DEFECT to which this Clause 17 applies, the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD, shall be extended by a period equal to the period during which it cannot be used. Similarly the DEFECTS LIABILITY PERIOD, or if applicable the extended DEFECTS LIABILITY PERIOD shall be extended by any period wherein the PLANT cannot be used by reason of the CONTRACTOR putting the PLANT into such condition that it passes any relevant performance test or attempting to do so.

## 18.0 PERFORMANCE TESTS

- 18.1 The performance tests to be carried out on the PLANT shall be as specified in Part-II, Technical, Section -8.0 of NIT.

- 18.2 The performance test shall be carried out by the CONTRACTOR in the presence of OWNER/PMC.

The CONTRACTOR shall give a notice to the PROJECT MANAGER/OWNER about his readiness to carry out the performance tests, including a proposal for the time at which the tests would commence. The CONTRACTOR shall then confirm, at least fifteen (15) DAYS before the commencement of the performance tests.




- 18.3 Every performance test shall be carried out to completion unless the PROJECT MANAGER or the CONTRACTOR shall order it to be stopped because its continuance would be unsafe or unacceptable to either party.

- 18.4 If PGTR fails due to any reason, CONTRACTOR has to make necessary adjustments and modifications and take all remedial measures at his own cost and demonstrate PGTR.

The OWNER shall permit to CONTRACTOR to make adjustments and modifications to any part of the Plant before the repetition of any performance test.

The CONTRACTOR shall submit details of the adjustments and modifications which he proposes to make.

- 18.5 If any performance test is stopped before its completion, due to reasons attributable to OWNER, such test shall be repeated as soon as practicable thereafter. However, the OWNER shall have the option to operate the plant in accordance with the Operating Manuals provided by CONTRACTOR, whereupon care and custody of the PLANT shall pass on to the OWNER and DEFECT LIABILITY PERIOD shall start. The OWNER shall exercise the option to allow CONTRACTOR to carry out the Performance Tests with grant of extension of time by such number of days of deferment. Such deferment shall not exceed more than 90 days. In case the deferment exceeds 90 days, the Owner shall reimburse the additional cost of remobilisation incurred due to such deferment. However, the outer limit of such deferment shall be 12 months from COMMISSIONING and the provisions of Clause 16 of SCC shall apply thereafter. If the PLANT fails to pass any performance test, such test shall, subject to Sub-clause 18.7, be repeated as soon as practicable thereafter. The OWNER shall permit to CONTRACTOR to make adjustments

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and modifications to any part of the Plant before the repetition of any performance test and shall, if the CONTRACTOR reasonably requires, shut down any part of the PLANT for such purpose and restart it after completion of the adjustments and modifications, which shall be made by the CONTRACTOR with all reasonable speed.

The timing of such shutdown shall be agreed between the CONTRACTOR and the PROJECT MANAGER, provided that if any or both i.e. the timing of shutdown or repetition of Performance Test, is required to be deferred, the agreed period of Performance Test Period shall be accordingly extended.

The CONTRACTOR shall, if so required by the PROJECT MANAGER, submit to the PROJECT MANAGER for his information details of the adjustments and modifications which he proposes to make.

The CONTRACTOR shall make such adjustment and modifications at his own cost.

18.6 The result of the performance tests shall be compiled by the CONTRACTOR and to be submitted to OWNER/PMC for evaluation.

18.7 If the PLANT passes performance tests towards meeting all Performance Guarantees specified at Part-II, Technical, Section -8.0 of NIT, but does not pass the performance test towards meeting Works Guaranteed cost for reasons which are the responsibility of the CONTRACTOR, then


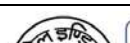

i) If, the results of the performance tests towards meeting Guaranteed Works Cost are within the limits for the application of MUTUALLY AGREED DAMAGES, CONTRACTOR shall at its option either:

- (a) may carry out remedial measures necessary to attain the Guaranteed Works Cost and repeat the performance test; or
- (b) pay the applicable MUTUALLY AGREED DAMAGES in terms of clause 20 of SCC.

Upon payment or allowance of such sum the CONTRACTOR shall become entitled to PRELIMINARY ACCEPTANCE CERTIFICATE which shall inter alia state that applicable MUTUALLY AGREED DAMAGES have been paid in respect of shortfall in performance and CONTRACTOR shall be released from all liability with respect to PGTR.

Further, in case of a) above, the CONTRACTOR will be allowed only one more chance to pass the performance test towards meeting Guarantee Works Cost.

ii) If the results of the performance tests towards Guaranteed Works Cost are outside the limits for application of MUTUALLY AGREED DAMAGES specified in the CONTRACT, OWNER may at his option:

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- a) instruct the CONTRACTOR to investigate or to co-operate with the PROJECT MANAGER or others in the investigation of the reasons in its WORK for the shortfall in the performance;
  - b) instruct the CONTRACTOR to propose remedial measure and work necessary to correct the shortfall whether as the result of any such investigation or not;
- and/or
- c) Recommend the CONTRACTOR to carry out, at CONTRACTOR'S option, whatever remedial measures and work within its scope of WORK may be necessary to correct the shortfall.




Thereafter the PROJECT MANAGER or CONTRACTOR may require that the PERFORMANCE GUARANTEE TEST RUN be repeated, the result of which shall be subject to this Sub-clause 18.7 (i).

The CONTRACTOR shall bear his own cost of work undertaken in accordance with (a), (b) or (c) above.

- iii. After 3 (three) failed Performance Tests as specified at Technical, Section-8.0 of NIT for reasons attributable to the CONTRACTOR, the OWNER shall have right to proceed with the encashment of Contract Security Cum Performance Guarantee and other provisions also take all action as per Clause 34 of GCC shall further apply.

## 19.0 FINAL ACCEPTANCE CERTIFICATE

- 19.1 Subject to Sub-clause 17.8, 19.2 and 19.3, as soon as DEFECT LIABILITIES PERIOD for the PLANT has expired or the CONTRACTOR has made good all DEFECTS that have within such period appeared in the PLANT or a Section in accordance with Clause 17 (Liability for Defects), whichever is later, the PROJECT MANAGER shall issue a certificate (a 'FINAL ACCEPTANCE CERTIFICATE') to the CONTRACTOR stating that the PLANT or Section and any related work have finally been completed and the date of that completion
- 19.2 If Sub-clause 17.4 continues to apply to any part of the PLANT, the PROJECT MANAGER shall as soon as Sub-clause 19.1 is otherwise satisfied, issue a FINAL ACCEPTANCE CERTIFICATE for the remainder of the PLANT or Section in which the repair or part is included, provided that such repair or part is then free from DEFECTS which the CONTRACTOR is bound to make under Clause 17. Such repair or part shall then be treated as if it were a separate Section and shall be the subject of separate FINAL ACCEPTANCE CERTIFICATE.
- 19.3 The FINAL ACCEPTANCE CERTIFICATE shall constitute conclusive evidence for all purposes and in any proceedings whatsoever between the OWNER and the CONTRACTOR that the CONTRACTOR has completed that part of the PLANT and made good all DEFECTS therein in all respects in accordance with his obligations under the CONTRACT.

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Where there is more than one FINAL ACCEPTANCE CERTIFICATE the last to be issued shall be identified as being the last FINAL ACCEPTANCE CERTIFICATE.

No FINAL ACCEPTANCE CERTIFICATE shall be conclusive as stated above if it or any other FINAL ACCEPTANCE CERTIFICATE was issued in reliance upon any fraudulent act, misrepresentation or concealment.


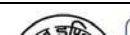

## 20.0 MUTUALLY AGREED DAMAGES (MAD)

### 20.1 For Delay in Completion

- 20.1.1 The CONTRACTOR agrees that the work shall be commenced and carried on at such points, and in the order of precedence and at such times and seasons as may be directed by the OWNER in accordance with the schedule for the completion of work as outlined in the CONTRACT. The CONTRACTOR declares that he has familiarised himself with the site and rights of way, ground conditions, with all the local conditions, and with all the circumstances which may or are likely to affect the performance and completion of the work and that he has allowed for such conditions in the preparation of this schedule. The progress of work shall be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of the CONTRACT.
- 20.1.2 However, it is not incumbent upon the PROJECT MANAGER to notify the CONTRACTOR when to begin or to cease or to resume work, nor to give early notice of the rejection of a faulty work, nor in any way to superintend so as to relieve the CONTRACTOR of responsibility of any consequence of neglect or carelessness by him or his subordinates.
- 20.1.3 Without prejudice to anything contained in the CONTRACT, the time stipulated in the CONTRACT for the execution and completion of the works shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to attain the PRELIMINARY ACCEPTANCE within the GUARANTEED COMPLETION DATE due to the reasons for which CONTRACTOR is liable under CONTRACT then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5 % of the TOTAL CONTRACT PRICE per week of delay or part thereof subject to a maximum of 5% of the TOTAL CONTRACT PRICE. The OWNER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of the WORKS without levy of MAD (MUTUALLY AGREED DAMAGES), this clause will be applicable after expiry of such extended period. GST at the prevailing rate, if applicable on MUTUALLY AGREED DAMAGES shall be recovered extra from the CONTRACTOR on the amount of such MUTUALLY AGREED DAMAGES levied as per the Contractual terms.

OWNER shall raise separate Tax Invoice for recovery of MAD along with applicable GST.



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MUTUALLY AGREED DAMAGES represent, without prejudice to the respect of the contractual obligation under the CONTRACT by CONTRACTOR, the sole and exclusive remedy of OWNER for such delay.

## 20.2 For Failing to Meet Works Cost Guarantee

CONTRACTOR shall guarantee overall consumption/Generation of Raw Material and Utilities so as to guarantee the works cost for all the facilities provided by the CONTRACTOR as detailed in Part-II, Technical: Section-8.0.

In the event works cost is more than 100% but upto 102.5% of the Guaranteed Works Cost then the CONTRACTOR will pay OWNER MUTUALLY AGREED DAMAGES as specified hereunder.

For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay MUTUALLY AGREED DAMAGES equal to 1.0% of the TOTAL CONTRACT PRICE.

If the Guaranteed Works cost as demonstrated during the performance test is more than 102.5% of the Guaranteed Works Cost then CONTRACTOR shall take corrective action irrespective of the cost involved. In case the Guaranteed Works Cost is more than 102.5% even after taking the corrective action, the same shall be considered as breach of Contract.


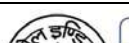

## 21.0 OVERALL CEILING ON TOTAL LIABILITY

21.1 The Maximum Overall Liability under the CONTRACT on account of (a) Delay in execution of project (b) CONTRACTOR failing to meet the Guaranteed Works Cost up to 102.5 %, (c) Termination of CONTRACT (d) Carrying out balance work at the risk and cost of the CONTRACTOR, re-engineering, make good, mechanical warranty (e) Patent infringement and (f) any other liabilities (if any) defined in the NIT shall be capped to 100% of the TOTAL CONTRACT PRICE.

21.2 Except for criminal negligence or wilful misconduct, the CONTRACTOR shall not be liable to the OWNER, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the CONTRACTOR to pay liabilities to the OWNER, as defined in clause 21.1 above.

## 22.0 GENERAL SCOPE OF WORK/SERVICES FOR COMPREHENSIVE OPERATION AND MAINTENANCE (O&M)

Bidder to refer details scope of O&M Services in the Part II, Technical and Annexure-1.27. Bidder has to undertake Comprehensive Operation and Maintenance (O&M) for the SYNGAS PURIFICATION PLANT installed by the bidder including supply of all spares and consumables required for required for O&M Services with an annual availability of

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more than 95% from the Preliminary Acceptance of the SYNGAS PURIFICATION PLANT upto 120 months.

## 22.1 MAD Clause for non-availability of Syngas Purification Plant (for less than 10 days per month)

- 22.1.1 If annual availability of Syngas Purification Plant is equal or more than 95%, there will not be any MAD applicable on annual O&M Cost.
- 22.1.2 If annual availability of Syngas Purification Plant is between 85% to 95%, MAD will be calculated on pro-rata basis of annual O&M Cost.
- 22.1.3 If annual availability of Syngas Purification Plant is between 75% to 85%, MAD levied shall be two times of the pro-rata basis of annual O&M Cost.
- 22.1.4 If annual availability of Syngas Purification Plant is below 75%, MAD levied shall be three times of the pro-rata basis of annual O&M Cost.

## 22.2 Method of Computation of availability of Syngas Purification Plant

The Contractor shall guarantee 95% availability of Syngas Purification Plant for a year during O&M phase. An availability guarantee calculation shall be conducted each year during the plant O&M upto 10 years as per procedure indicated below:

Availability 'A' in %.




$$A = \frac{T_p \times 100\%}{T_g}$$

$T_p$  = Recorded time of Syngas Purification Plant in operation, expressed in hours

$T_g$  = Recorded time of Gasifier in operation, expressed in hours

However, following shall be considered:

- In order to calculate the Syngas Purification Plant availability, operation hours will be counted except Gasifier start-ups and the operation hour counting will start on the moment after opening of isolation valve of Raw Syngas Particulate Filter of Gasification Island.
- Syngas Purification Plant may be required to be taken out of service as a result of Owner's decision or due to non-availability of items to be provided by the owner. In such instances, this duration will be considered as Syngas Purification Plant operation time.
- Gasifier operation hours will be counted based on the recorded Gasifier operation hours and the recorded data will be made available to the contractor by the owner.

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**22.3 MAD charges for non- availability of Syngas Purification Plant on continuous basis (at least 10 days) during O&M Service period.**

22.3.1 If the Plant is not available to the reasons attributable to LSTK Contractor, following MAD shall be levied.

22.3.1.1 **For upto 30days from the first date of non-availability of plant:** O&M charges for other LSTK Contractors [Other than LSTK-2 Contractor] shall be paid by the Owner (JVC) i.e. Pro-rata of 2% of Project Cost per year or INR 20 Crore whichever is lower, which shall be recovered from LSTK-2 Contractor. Further, no O&M charges shall be paid to LSTK Contractor.

22.3.1.2 **For more than 30days and up to 90days from the first date of non-availability of plant:** O&M charges to be paid for other LSTK Contractors [Other than LSTK-2 Contractor] in lieu of charges of man power deployed by the Owner (JVC) i.e. Pro-rata of 1% of Project Cost per year or INR 10 Crore whichever is lower, which shall be recovered from LSTK-2 Contractor. Further, no O&M charges shall be paid to LSTK Contractor.




22.3.1.3 **For more than 90days from the first date of non-availability of plant:** Charges of average production loss of final product i.e. Ammonium Nitrate shall recovered from LSTK-2 Contractor for the said period. The average production loss shall be calculated as per average financial year production of Ammonium Nitrate. The cost of per tonne Ammonium Nitrate shall be considered the prevail rate during that period plus demobilization & remobilizations charges (as per actual / agreed with Other LSTK Contractors) to be paid by the OWNER to other LSTK Contractors, till rectification and readiness of plant for availability.

**22.3.2 If the Plant is not available to the reasons not attributable to LSTK Contractor, following shall be paid:**

22.3.1.1 **For upto 30days from the first date of non-availability of plant:** O&M charges as per the term of payment Clause No. 14.3.6 of SCC i.e. Pro-rata of 2% of TOTAL CONTRACT PRICE per year.

22.3.1.2 **For more than 30days and up to 90days from the first date of non-availability of plant:** Charges in lieu of man power deployment shall be paid i.e. Pro-rata of 1% of TOTAL CONTRACT PRICE per year. Further, no O&M charges shall be paid to LSTK Contractor.




22.3.1.3 **For more than 90 days from the first date of non-availability of plant:** LSTK contractor shall be notified for de-mobilization and remobilization charges shall be mutually discussed and agreed before de-mobilization. Further, LSTK contractor shall be informed in writing by the OWNER to re-mobilize within 15 days of notification, to complete the balance O&M contract tenure.

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**Dear Sir,**

**Sub: Tender No. ....**

1. We\_\_\_\_\_ (Name of the Bidder)\_\_\_\_\_ hereby represent that we have gone through and understood the Bidding Documents, Commercial & Technical Requirements/ Specifications in Part-I Commercial and Part -II-Technical of the Bidding documents and amendments, if any, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally and to be abide by the same in all respect.
3. We confirm to accept that the bid is being submitted in accordance with the terms, conditions and instructions of NIT documents, after verifying all the facts relating to contract and Scope of Works and after being fully aware of the terms and conditions of Tender documents and being fully satisfied to the same.
4. We confirm to accept that the terms and conditions of this Tender including its implementation and the decision of OWNER will not be challenged. We have perused the terms and conditions of Tender before submitting bid and submitted the bid after accepting the same in all respect.
5. We agree to abide by this bid for a period of 360 days from the last date of technical and Unpriced bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your Letter of Award (LOA) shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
9. We confirm to accept that the work shall be done and completed within the stipulated time.
10. We confirm to accept that the price shall remain fixed and firm without any price variation due to any escalation in price as provided in Tender documents.
11. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
12. We confirm that if any information or document submitted is found to be false / incorrect forged/tampered in any way, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD / Security Deposit and Banning of our firm along with all partners of the firm as per provisions of tender document/Purchase Manual of OWNER/Provisions of law inforce.

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13. We have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking or Private Firm or Financial Institutions.

Dated this \_\_\_\_\_ day of 2024

Signature \_\_\_\_\_




Name \_\_\_\_\_ Designation \_\_\_\_\_ Seal

Duly Authorised to sign bid for and on behalf of \_\_\_\_\_

**Note:**




1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder as per Power of Attorney. Power of Attorney shall be submitted as per Cl. No.7.0 of ITB.
2. In case the person who has the Power of Attorney to sign the bid, is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per [Annexure-1.20] by the person having the Power of Attorney to sign the Bid in favour of person bidding online is required to be submitted. In case of Consortium, similar authorization by each Consortium member is to be submitted.






 पी डी आई एल <b>PDIL</b>	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>	PC288/E/001/ P-I/ Annx-1.2		0	 कोयला इंडिया Coal India	 बी एच ई एल <b>BHEL</b>
	<b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>	DOC. NO.	REV			
	<b>PREAMBLE TO SCHEDULE OF PRICES</b>	SHEET 1 OF 3				

## PREAMBLE TO SCHEDULE OF PRICES




1.	The “PRICE SCHEDULE (BOQ)” is in Excel format (password protected) and has been uploaded during tender creation. This will be downloaded by the bidder and bidder will quote price on this Excel file for entire scope of work as per NIT. Thereafter, the bidder will upload the same Excel file during bid submission.																														
2.	The PRICE SCHEDULE (BOQ) format is provided in a spread sheet file (BoQ_xxxx.xls). The rates offered should be entered in the allotted space (Aqua Colour) only and uploaded after filling the relevant columns. The PRICE SCHEDULE (BOQ) template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.																														
3.	Bidder shall quote Prices in INR, USD, EURO, GBP and JPY.																														
4.	PRICE SCHEDULE (BOQ) consists of following nine (09) sheets: <table><tr><td>i.</td><td>SP-0 (BOQ1)</td><td>TOTAL LSTK PRICE / TOTAL CONTRACT PRICE- CURRENCY WISE</td></tr><tr><td>ii.</td><td>SP-1</td><td>SUMMARY OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE</td></tr><tr><td>iii.</td><td>SP-1 (PART - I)</td><td>BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF MATERIALS</td></tr><tr><td>iv.</td><td>SP-1 (PART - II)</td><td>BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF SERVICES</td></tr><tr><td>v.</td><td>SP-1 (PART - III)</td><td>BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - CIVIL AND STRUTURAL WORKS</td></tr><tr><td>vi.</td><td>SP-1 (PART - IV)</td><td>TAXES AND DUTIES</td></tr><tr><td>vii.</td><td>SP-2</td><td>GUARANTEED CONSUMPTION FIGURES</td></tr><tr><td>viii.</td><td>SP-3</td><td>MONTHLY PAYMENT SCHEDULE</td></tr><tr><td>ix.</td><td>SP-4</td><td>QUANTITY OF STEEL FOR PRICE ADJUSTMENT</td></tr><tr><td>x.</td><td>SP-5</td><td>O&amp;M SPARES, LUBRICANTS, CHEMICALS AND CONSUMABLE ETC. FOR 120 MONTHS O&amp;M SERVICE PERIOD</td></tr></table>	i.	SP-0 (BOQ1)	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE- CURRENCY WISE	ii.	SP-1	SUMMARY OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE	iii.	SP-1 (PART - I)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF MATERIALS	iv.	SP-1 (PART - II)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF SERVICES	v.	SP-1 (PART - III)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - CIVIL AND STRUTURAL WORKS	vi.	SP-1 (PART - IV)	TAXES AND DUTIES	vii.	SP-2	GUARANTEED CONSUMPTION FIGURES	viii.	SP-3	MONTHLY PAYMENT SCHEDULE	ix.	SP-4	QUANTITY OF STEEL FOR PRICE ADJUSTMENT	x.	SP-5	O&M SPARES, LUBRICANTS, CHEMICALS AND CONSUMABLE ETC. FOR 120 MONTHS O&M SERVICE PERIOD
i.	SP-0 (BOQ1)	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE- CURRENCY WISE																													
ii.	SP-1	SUMMARY OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE																													
iii.	SP-1 (PART - I)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF MATERIALS																													
iv.	SP-1 (PART - II)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - SUPPLY OF SERVICES																													
v.	SP-1 (PART - III)	BREAK-UP OF TOTAL LSTK PRICE / TOTAL CONTRACT PRICE - CIVIL AND STRUTURAL WORKS																													
vi.	SP-1 (PART - IV)	TAXES AND DUTIES																													
vii.	SP-2	GUARANTEED CONSUMPTION FIGURES																													
viii.	SP-3	MONTHLY PAYMENT SCHEDULE																													
ix.	SP-4	QUANTITY OF STEEL FOR PRICE ADJUSTMENT																													
x.	SP-5	O&M SPARES, LUBRICANTS, CHEMICALS AND CONSUMABLE ETC. FOR 120 MONTHS O&M SERVICE PERIOD																													
5.	Price Evaluation shall be based on LSTK PRICE/ TOTAL CONTRACT PRICE quoted by Bidder in PRICE SCHEDULE “SP-0 (BOQ1)” and provisions as specified in the tender documents. In case of any variance between the quoted LSTK PRICE/ TOTAL CONTRACT PRICE in PRICE SCHEDULE “SP-0 (BOQ1)” and arithmetic total of break-up furnished by Bidder in SP-1, SP-1 (PART - I), SP-1 (PART - II) and (PART - III) formats, the LSTK PRICE/ TOTAL CONTRACT PRICE in PRICE SCHEDULE “SP-0 (BOQ1)” shall prevail. Break-up furnished by Bidder shall be adjusted suitably in line with provisions of tender document (except for Taxes & duties as quoted in SP-1 (PART - IV)) to match the LSTK PRICE/ TOTAL CONTRACT PRICE quoted by Bidder in PRICE SCHEDULE “SP-0 (BOQ1)” .																														
6.	<p>It is mandatory to quote prices in PRICE SCHEDULE (BOQ) and fill up figures in SP-0 (BOQ1), SP-1, SP-1 (PART - I), SP-1 (PART - II), SP-1 (PART - III), SP-1 (PART - IV), SP-3 , SP-4 and SP-5 listed in Para 4.</p> <p>It will be the responsibility of the contractor to quote for all Materials/ Equipments/Services/Civil &amp; Structural Works etc. as per scope of work defined in NIT.</p>																														
7.	Total price of <b>SUPPLIES</b> shall not exceed <b>60% of the TOTAL CONTRACT PRICE</b> . The SUPPLIES shall include but not limited to the Price of all materials complete in all respect including spares & consumables etc. upto PRILIMINARY ACCEPTANCE. In case the price for SUPPLY OF MATERIALS component exceed the above mentioned limit, then such additional amount shall be payable to the contractor after Mechanical Completion.																														

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b> <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b> <b>PREAMBLE TO SCHEDULE OF PRICES</b>	PC288/E/001/ P-I/ Annx-1.2	0		
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8.	Total price of <b>‘Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering’</b> not exceed <b>10% of the TOTAL CONTRACT PRICE</b> . The supply of Services shall include but not limited to the Price of all services complete in all respect including Basic Engineering, Detailed Engineering, installation/Erection Services including site fabrication, Transportation, Insurance, Pre- Commissioning, Commissioning, Performance Guarantee Test Run (PGTR), etc. In case the price for ‘Grant of Process License(s), Transfer of Technical information, Basic Engineering and Detailed Engineering’ component exceed the above mentioned limit, then such additional amount shall be payable to the contractor after Mechanical Completion.
9.	A copy of PRICE SCHEDULE (BOQ), with prices/figures completely blanked out but with the word “Quoted” or “Not Applicable” in all columns is to be uploaded along with the TECHNICAL AND UNPRICED COMMERCIAL BID, as a confirmation of price/data quoted against each head. If the Bidder fails to quote for any item in the Price Schedule or mentions ‘NOT APPLICABLE’ or ‘NIL’, it will be implied that such item(s) are included elsewhere in the quoted prices and the bid shall be evaluated accordingly. Bidder should not club items with differing payment terms.
10.	Quoted TOTAL LSTK PRICE/ TOTAL CONTRACT PRICE in PRICE SCHEDULE SP-0(BOQ1) shall be inclusive of all taxes, duties, licence fees, Royalty and other such levies as may be applied to the CONTRACT both in CONTRACTOR’s country and in India, corporate income tax, GST, CUSTOM DUTY, BOCW Cess in respect of the performance of the CONTRACT as well as income tax on the personnel deputed by the CONTRACTOR to India in connection with the CONTRACT.
11.	Spares for start-up/ commissioning, Insurance Spares and lubricants/chemicals UPTO Preliminary Acceptance are in CONTRACTOR’s scope of supplies and are to be included in the quoted LSTK PRICE/ TOTAL CONTRACT PRICE.
12.	The break-up of LSTK Price pertains to of major items without identifying individual tag nos. It will be the responsibility of the contractor to quote all materials/ equipments required for completion of work as per the contract, irrespective of whether all items are identified above or not.
13.	CONTRACTORS bringing equipment and material from outside ODISHA will have to obtain necessary registrations and take appropriate steps as required under ODISHA State Laws.
14.	The payment break-up within the parameters indicated shall be submitted and finalized in the schedule of Activities in accordance with the payment terms set out in the Special Conditions of Contract. Bidder must submit Monthly Payment and Progress schedule in a tabular form as per format provided in the tender documents.
15.	In SP-1 (PART - I) : (SUPPLY OF MATERIALS) (i) Bidder shall quote Price of all imported/indigenous materials complete in all respects including Commissioning Spares, taxes and duties except those specifically asked elsewhere in the SP-1 of PRICE SCHEDULE (BOQ). (ii) Prices shown in Foreign Currencies shall be considered as Import Content on CIF basis.
16.	In SP-1 (PART - IV) : (TAXES AND DUTIES)  (i) Bidder shall quote custom duty on merit basis. Benefit of concessional Custom duty (if available at later stage) owing to reworked contract price (refer ITB) shall be passed on to the Owner. (ii) Custom duty including cess/surcharge shall be re-imbursed at actual by the owner in Indian Rupees based on submission of relevant documents and subject to the amounts as quoted by Bidder.
17.	In SP-4 : (QUANTITY OF STEEL FOR PRICE ADJUSTMENT)  Bidder shall quote the quantity of the Structural steel and Stainless steel in this format.

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18.	<p>In SP-5 : O&amp;M SPARES, LUBRICANTS, CHEMICALS AND CONSUMABLE ETC. FOR 120 MONTHS O&amp;M SERVICE PERIOD</p> <p>O&amp;M services including supply of all Spares and consumables for 120 months after PRELIMINARY ACCEPTANCE will be in Contractors scope. O&amp;M service cost will be paid @2% of the awarded CONTRACT PRICE (excluding taxes &amp; duties) per year.</p> <p>Bidder to quote the lump sum cost for Spares, Lubricants, Chemicals and Consumable etc. for 120 months O&amp;M period.</p> <p><b>Contractor shall furnish item-wise prices for all spares including Consumables for O&amp;M period six months before MECHNICAL COMPLETION.</b></p>
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	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>	PC288/E/001/ P-I/ Annx-1.3	0	 
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	<b>COMMERCIAL QUESTIONNAIRE</b>		SHEET 1 OF 2	

**Note:**

- 1) The Bidder shall submit reply to each query.
- 2) The Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned else where in the bid.




Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER'S REPLY / CONFIRMATION
1.	Complete Bidding Document and all technical and commercial amendments/addendums if any issued, digitally signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid	
2.	Please confirm that all pages of the Bid have been signed and Stamped as per NIT requirement and numbered in sequential manner.	
3.	Please confirm that you have studied complete Bidding Document i.e. Technical and Commercial Part including PQ criteria, and your Bid is in accordance with the requirements of the Bidding Document.	
4.	Please confirm that PQC Documents/Bid, Techno-Commercial Bid has been submitted as specified in Clause 21.0 of Instructions to Bidders.	
5.	Please confirm that the Price Part does not include any terms and <b>condition and Unpriced BOQ/ Schedule of Price, duly signed and stamped, and indicating "Quoted/Included" against each head has been submitted in Cover-3</b>  In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
6.	Please confirm your compliance to total scope of work mentioned in the Bidding Document.	
7.	Please confirm your acceptance for Time Schedule as mentioned in Instructions to Bidders.	
8.	Please confirm that your bid is valid for 365 days from the last date of opening of Technical and Unpriced commercial Bids.	
9.	Please confirm EMD Validity for the period of Bid Validity plus 9 (nine) months.	
10.	Please confirm that the prices are quoted as per Currency mentioned as only.	
11.	Please confirm that your Bid is substantially responsive to the requirements of the Bidding Document and you have not stipulated any material	

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b> <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b> <b>COMMERCIAL QUESTIONNAIRE</b>	PC288/E/001/ P-I/ Annx-1.3	0	 
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		SHEET 2 OF 2		

Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
	deviation and submitted all details as specified in the Bidding Document.	
12.	Please confirm that you have proposed adequate project / site organisation with qualified supervisory personnel having sufficient experience.	
13.	Please confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are considered.	
14.	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by Owner during execution shall be adhered by CONTRACTOR .	
15.	The safety measures as mentioned in Bidding Document shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in - Charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts.	

For and on behalf of : .....  
 Stamp & Signature : .....  
 Name : .....  
 Designation : .....  
 Date : .....




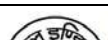

 पी डी आई एल <b>PDIL</b>	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>CONTENTS OF BID AND CHECK LIST</b>	PC288/E/001/ P-I/ Annx-1.4	0	 कोयला इंडिया Coal India	 बी एच ई एल <b>BHEL</b>
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Bidder is requested to fill this check list and ensure that all details /documents have been furnished under relevant section as called for in the Bidding Document duly filled in, signed & stamped.

#### PART-I.

##### Pre-Qualification Bid: as per Clause 21.0 of INSTRUCTIONS TO BIDDERS




Sl. No.	Description	Bidder's Response
i.	Letter of submission and synopsis of the proposal	Submitted / Not Submitted
ii.	Organization Profile covering (a) Name & address of the organization with telephone, fax, e.mail nos. with contact persons (b) history & structure of the organizations with names of directors & chief executives of bidder (in case of single bidder) / all members of consortium (in case of consortium bid).	Submitted / Not Submitted
iii.	Copy of Article of Association of the Company or Board Resolution mentioning Chairman/ Chief Executive Officer / Managing Director of the Company of bidder (in case of single bidder) / all members of consortium (in case of consortium bid).	Submitted / Not Submitted
iv.	Copies of documentary proof in support of "Technology Criteria" as per Pre-Qualification Criteria (PQC) requirement.	Submitted / Not Submitted
v.	Copies of documentary proof in support of "Experience Criteria" as per Pre-Qualification Criteria (PQC) requirement.	Submitted / Not Submitted
vi.	Financial details in support of "Financial Criteria" as per Pre-Qualification Criteria (PQC) requirement, as per Annexure 1.18.	Submitted / Not Submitted
vii.	A copy of Letter of support/MOU/ letter of undertaking by the Process Licensor(s) to the Bidder stating clearly that the Process Licensor(s) will provide the respective Process License and Basic Design to the Bidder in case they are successful for award of the contract for the said Project.	Submitted / Not Submitted
viii.	A declaration shall be submitted to the effect that Bidder/Consortium members shall not be under Blacklisted, liquidation, court receivership or similar proceedings. as per Annexure -1.16	Submitted / Not Submitted
ix.	Power of Attorney of Bid Signatory from the competent authority as per Annexure-1.14	Submitted / Not Submitted
x.	Consortium Agreement as per Annexure-1.15 (in case of Consortium Bid)	Submitted / Not Submitted
xi.	Undertaking from TPIA as per Annexure-1.19	Submitted / Not Submitted

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		DOC. NO.	REV	
		SHEET 2 OF 3		

## PART-II.

### TECHNICAL AND UNPRICED COMMERCIAL BID : as per Clause 21.0 of INSTRUCTIONS TO BIDDERS

Section	Sl. No.	Description	Bidder's Response
SECTION-I:	i.	Bid Form as per Annexure-1.1	Submitted / Not Submitted
	ii.	Commercial Questionnaire as per Annexure-1.3	Submitted / Not Submitted
	iii.	Contents of Bid and Check List as per Annexure-1.4	Submitted / Not Submitted
	iv.	Format for bidder's queries for Pre Bid Discussion as per Annexure-1.5.	Submitted / Not Submitted
	v.	Letter of Waiver of conditions/deviations as per Annexure-1.6	Submitted / Not Submitted
SECTION-II	vi.	Bidder's Proposed Schedule as per Annexure-1.7.	Submitted / Not Submitted
	vii.	Declaration by the Bidder regarding bidding document as per Annexure-1.8	Submitted / Not Submitted
	viii.	Proforma of certificate of non-involvement of Indian Agent as per Annexure-1.10	Submitted / Not Submitted
	ix.	Earnest Money Deposit (EMD) as per Annexure-1.11	Submitted / Not Submitted
	x.	Format of undertaking from TPIA as per Annexure-1.19	Submitted / Not Submitted
SECTION-III	xi.	Format for authorisation to DSC holder as per Annexure-1.20	Submitted / Not Submitted
	xii.	Format integrity pact as per Annexure-1.21	Submitted / Not Submitted
	xiii.	Proforma For Code of Integrity For Public Procurement (CIPP) as per Annexure-1.23	Submitted / Not Submitted
	xiv.	Public Procurement (Preference To Make In India) Policy Undertaking as per Annexure 1.24 (Form-A)	Submitted / Not Submitted
	xv.	Provision for Procurement from a bidder which shares a land border with India as per Annexure1.25	Submitted / Not Submitted
	xvi.	Declaration regarding domestically manufactured Iron & Steel Products as per Annexure1.26A	Submitted / Not Submitted
SECTION-IV	xvii.	Complete Bidding Document and all technical and commercial amendments/addendums if any issued, digitally signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing	Submitted / Not Submitted

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	<b>CONTENTS OF BID AND CHECK LIST</b>		DOC. NO.	REV		
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		their bid	
SECTION-V	xviii.	Technical Details/ documents specified under "Technical Information Required along with Bid"	Submitted / Not Submitted
	xix.	Any other information required in the Bidding Documents or considered relevant by the Bidder.	Submitted / Not Submitted


For and on behalf of :.....



Stamp & Signature :.....

Name :.....

Designation :.....

Date :.....




	SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT	PC288/E/001/ P-l/ Annx-1.5	0
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	FORMAT FOR BIDDER'S QUERIES FOR PRE BID DISCUSSION	SHEET 1 OF 1	

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S / PDIL's REPLY
	Section	Page No.	Clause No.	Subject		

**NOTE:** The Pre-Bid Queries shall be sent through e-mail to [anjali@pdilin.com](mailto:anjali@pdilin.com), [mksenapati@pdilin.com](mailto:mksenapati@pdilin.com) , .....

For and on behalf of :.....  
Stamp & Signature :.....  
Name :.....  
Designation :.....  
Date :.....

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>	PC288/E/001/ P-I/ Annx-1.6	0	 
	<b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>	DOC. NO.	REV	
	<b>FORMAT FOR LETTER OF WAIVER OF CONDITIONS/DEVIATIONS</b>			

**(ON COMPANY'S LETTERHEAD)**

**(NIT NO : ..... DATED .....)**

We \* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Clarifications issued by OWNER.

We further hereby waive, withdraw and abandon any and all 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 final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda/Clarifications.

For and on behalf of\* .....

Stamp & Signature\*\* : .....

Name : .....




Designation : .....

Date : .....

\* **Here fill in the name of bidder.**

\*\* **The Letter of No Deviation must be signed by the person (s) authorised to sign.**



	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>BIDDER'S PROPOSED SCHEDULE</b>	PC288/E/001/ P-l/ Annx-1.7	0	 
		DOC. NO.	REV	
		SHEET 1 OF 1		

Bidder shall provide a bar-chart type schedule for the execution of the WORK and shall show the main activities with duration, their sequences, and the milestone events specified.




For and on behalf of : .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....




	SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT	PC288/E/001/ P-I/ Annx-1.8	0	 
	BHARAT COAL GASIFICATION AND CHEMICALS LIMITED	DOC. NO.	REV	
	DECLARATION BY THE BIDDER REGARDING BIDDING DOCUMENT		SHEET 1 OF 1	

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents, **NIT NO:** ..... **DATED** ..... (including but not limited to) the Commercial & Technical Requirements/ Specifications in Part I-Commercial and Part II-Technical of the Bidding documents and amendments, if any, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents of Bidding Documents, Part I-Commercial and Part II-Technical of the Bidding documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. Further we undertake that in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement.

For and on behalf of :.....  
Stamp & Signature :.....  
Name :.....  
Designation :.....  
Date :.....

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

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	<b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>	DOC. NO.	REV	
	<b>FORM OF CONTRACT AGREEMENT</b>		SHEET 1 OF 5	

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

THIS CONTRACT made at ..... this ..... day of 20\_\_ BETWEEN M/s ..... registered in India under the Indian Companies Act-1956, having its registered Office at ..... (hereinafter referred to as the “OWNER” which expression shall include its successors and assigns) of the One Part; AND ....., a Company registered in India under the Indian Companies Act 1913/1956 having its registered office at ..... (hereinafter referred to as the “CONTRACTOR”) of the other part:

**WHEREAS** the OWNER issued Tender No. .... for selection of LSTK Contractor for Supply of Process License, basic design and detailed engineering, procurement, supply, fabrication, inspection by third party inspection agency (TPI) as applicable, expediting, route survey for ODCS, insurance, transportation of all equipment / materials to work site, storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and installation, obtaining all necessary statutory approvals, testing, mechanical completion, pre-commissioning, commissioning, sustained load test run, performance guarantee test run, 120months operation & maintenance services, total project management and handing over of SYNGAS PURIFICATION UNIT /PLANT AND ITS ASSOCIATED FACILITIES on a lump-sum turnkey basis with single point responsibility basis..

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

**AND WHEREAS** it is desirable to have a formal Document setting out the documents which comprise the Contract and determining certain other aspects as hereinafter appearing.




**NOW, THEREFORE, THIS CONTRACT WITNESSETH as follows:**

## ARTICLE 1

### CONTRACT DOCUMENTS

1.1 The Contract Document shall comprise the following:

- Contract Agreement and its Appendices
- Detailed Letter of Acceptance (DLOA)
- Letter of Intent (LOI)
- Post-bid amendments
- Post bid Clarification and replies exchanged between OWNER and the CONTRACTOR
- The “Schedule of Prices” including Supplementary Price, if any submitted, by the CONTRACTOR
- Reply to Pre Bid Queries
- Part II (Technical) of the NIT document including Amendments, if any to the NIT Documents

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<b>FORM OF CONTRACT AGREEMENT</b>				

- i) E-mails exchanged with CONTRACTOR enclosing technical documents.
- j) Instruction to Bidders including Amendments, if any, to the NIT Document
- k) SPECIAL CONDITIONS OF CONTRACT including Amendments, if any, to the NIT Document
- l) Technical Specifications and Drawings including Amendments, if any, to the NIT Documents
- m) GENERAL CONDITIONS OF CONTRACT including Amendments, if any to the NIT Document
- n) Integrity Pact (IP) signed between the OWNER and the BIDDER/CONTRACTOR

The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

- 1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Detailed Letter of Acceptance of Tender alongwith Annexures thereto and a copy of Notification of Acceptance of Bid dated.....are annexed hereto & said copies have been collectively marked as Annexure-'B'.
- 1.3 Where the CONTRACTOR is a Consortium of one or more entities, all members of the Consortium shall be jointly and severally liable for the performance of the Contract and of all obligations of the CONTRACTOR arising under the Contract and for the discharge of all the CONTRACTOR's liabilities to the OWNER under or in respect of the Contract and any claim of the OWNER without any limitation of liability as between the OWNER and the members aforesaid, notwithstanding the existence of any agreement between the said members inter se limiting the liability of any member for or in the performance of any duties or obligations under the Contract.

## ARTICLE 2




### SERVICES, SUPPLIES AND WORK

- 2.1 The CONTRACTOR shall make the Supplies specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract Documents.
- 2.2 The CONTRACTOR shall undertake the works and perform the services specified in the Contract Documents upon the terms and conditions and within the time specified in the Contract documents.

## ARTICLE 3

### PRICE AND COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract Documents, the OWNER shall pay CONTRACTOR, the price for the said supplies and Compensation for the said works and services as specified in respect to each in the Contract Documents upon the satisfactory completion of the said supplies and satisfactory performance of the services and/or otherwise as may be specified in this behalf in the Contract Documents.

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## ARTICLE 4

### JURISDICTION & GOVERNING LAW

- 4.1 Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract or any award arising therefrom, shall lie only in the Court of competent civil jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 4.2 The Contract shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

## ARTICLE 5

### ENTIRE CONTRACT

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

## ARTICLE 6

### NOTICES




- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Courier to the Project Manager as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the CONTRACT, shall be deemed to have been sufficiently served if delivered by hand or through Courier to the principal office of the CONTRACTOR at \_\_\_\_\_ or other address for service subsequently notified by CONTRACTOR to the OWNER in this behalf in writing.

## ARTICLE 7

### WAIVER

- 7.0 Unless stipulated to the contrary in the CONTRACT, no failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation



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or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

## ARTICLE 8

### NON-ASSIGNABILITY

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

## ARTICLE 9

### LANGUAGE OF CONTRACT AND COMMUNICATION

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

## ARTICLE 10




### GOVERNMENT OF INDIA NOT LIABLE

- 10.0 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent enter into contracts, solely in its behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising out of or under this Contract.

## ARTICLE 11

### NO LIABILITY ON DIRECTOR AND EMPLOYEE

- 11.0 No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent,

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representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, or omitted to be done.

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

SIGNED & DELIVERED

SIGNED & DELIVERED

FOR & ON BEHALF OF

FOR AND ON BEHALF OF

JV of CIL and BHEL

(CONTRACTOR)

BY \_\_\_\_\_

BY \_\_\_\_\_

(THIS DAY OF \_\_\_\_\_ 20\_\_\_\_)

IN THE PRESENCE OF:




IN THE PRESENCE OF :

1.(Name & Signature)

1. .(Name & Signature)

2. .(Name & Signature)

2. .(Name & Signature)

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	PROFORMA OF CERTIFICATE OF NON-INVOLVEMENT OF AGENT	SHEET 1 OF 1		

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

This is to certify that we have not engaged/involved any Indian agent/representative/consultant/retainer/Associates who is not our employee for the purposes of accompanying bid or any resultant Contract and therefore, no Agent's/Retainer's/ representative's/consultant's/associate's commission is payable in India or abroad against or in connection with any resultant Contract.

For and on behalf of .....




For and on behalf of : .....

Stamp & Signature : .....

Name : .....

Designation : .....

Date : .....

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	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) / BID SECURITY	SHEET 1 OF 2		

**PROFORMA FOR BANK GUARANTEE FOR  
EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

**(To be submitted on non judicial stamp paper of appropriate value as per Stamp Duty Act)**

**Ref.....**

**Bank Guarantee No.....**

**Date.....**

To,

.....,

.....

SUB: .....

TENDER NO: .....

**Dear Sir(s),**




In accordance with NIT No/Bidding Doc 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 Bank Guarantee against Earnest Money for the amount of \_\_\_\_\_ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, \_\_\_\_\_ the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by \_\_\_\_\_, the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by \_\_\_\_\_, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be **Nine (09) months** beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

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WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME) (NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per




Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY  
"BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with ITB Clause-....".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the EMD has been issued.



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## PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be submitted on non judicial stamp paper of appropriate value as per Stamp Duty Act)

To

.....

Re: Bank Guarantee in respect of Contract No.....Dated.....  
Between.....(Name of the Company) and.....(Name of the Contractor)

### WHEREAS

..... (Name and address of the Contractor)..... (herein after called “the Contractor”) has entered into a contract made as per letter of acceptance..... dated..... (herein after called the said contract) with ..... (name of the Company) (hereinafter called “the Company”) to execute ..... (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Scheduled Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said Contract.




We..... (name of the Bank) having its Branch/Office at..... have, at the request of the Contractor, agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantee and affirm as follows:

The Bank do hereby irrevocably guarantee and unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the Contractor, pay to the Company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement

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between the Contractor and the Company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the Company the said sum of ..... or such lesser amount of the said sum of ..... as may be due to the Company and as the Company may demand.

This Guarantee shall remain in force until the dues of the Company in respect of the said sum of .....and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of ..... or such lesser sum as may then be deemed to the Company and as the Company may require.

This Bank Guarantee shall also be operative at our ..... Branch located at .....(detailed address), from whom, confirmation regarding issue of this guarantee or extension/renewal thereof shall be made available on demand.




Any notice by way of request, demand or otherwise hereunder may be sent by post/e-mail/Fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The details of outstation Bank issuing the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –
- iv) SWIFT –
- v) Telephone No. –
- vi) Fax No. –
- vii)Email ID –

The details of Local Operating Branch of the Bank issued the Bank Guarantee are as below.

- i) Complete Postal Address with PIN Code-
- ii) Branch Code-
- iii) IFSC Code –

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iv) SWIFT –

v) Telephone No. –

vi) Fax No. –

vii) Email ID –

Whenever there is change in postal address and/or other details of this branch issued the guarantee and/or the operative branch, we .....(the issuing bank) will ensure to intimate respective Area, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day ..... of ..... and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this..... day of.....at.....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code)

(Address)




“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....(Bid Document shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)

### **Instructions to Bidders for both the above BGs**

### **NOTES TO BANK GUARANTEES**

While issuing the Bank Guarantee, the issuing bank may please note the following.




- The bank guarantees issued by the issuing bank on behalf of Contractor, supplier, customer in favour of ..... shall be in paper form as well as Structured Financial Messaging System (SFMS).

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- ii) .....(Company name) has chosen ....(Bank name) and ....(Bank name) to act advising/beneficiary bank of .....(Company name). The bank issuing the guarantee can choose either of these banks to send confirmation through SFMS.
- iii) The details of beneficiary for issue of bank guarantee in SFMS platform is as furnished as below.

1.	Name and details of the Beneficiary	i.	Name	
		ii.	Area	
		iii.	Name of Bank	
		iv.	Bank Account No.	***
		v.	Department	**
2.	Beneficiary's Advising Bank, Branch and Address for Confirmation of BGs through SFMS	i.	Name of Bank	
		ii.	Bank Branch Name	***
		iii.	Branch Code	***
		iii.	Beneficiary Bank Branch IFSC	***
		iv.	Beneficiary Bank Address	***
<p>* Name of the Area/HQ, to which the Bid Document is concerned, is to be mentioned.</p> <p>** Name of Department of the Area/ HQ, to which the Bid Document is concerned, is to be mentioned.</p> <p>*** Details of Bank Account, IFSC Code, Bank Address of the Area/HQ to which the Bid Document is concerned, is to be mentioned.</p>				

- i) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.
- ii) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the ....(Bank name) (IFSC-\_\_\_\_\_) or ....(Bank name) (IFSC-\_\_\_\_\_), as the case may be, to aid in the process of confirmation of Bank Guarantee.
- iii) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at \_\_\_\_\_to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.
- iv) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters or Area of ..... Coalfields Limited at ..... (as the case may be) by Speed Post /Registered Post (AD).

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	BANK GUARANTEE FOR ADVANCE/PROGRESS PAYMENT	SHEET 1 OF 3		

**PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENTS**  
(To be submitted on non judicial stamp paper of appropriate value as per Stamp Duty Act)

Bank Guarantee No..... dated. ....

To,




.....  
.....,  
.....

Dear Sirs,

In consideration of M/s ..... a Company incorporated under Companies Act, 1956 and having its registered office at “..... [hereinafter referred to as ‘OWNER’, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to make an advance payment of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] in one or more installments to M/s \_\_\_\_\_ a company incorporated under \_\_\_\_\_ Act and having its registered office at \_\_\_\_\_ [hereinafter referred to as “CONTRACTOR” which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], provided the CONTRACTOR furnishes a bank guarantee for the said sum of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] as required under the terms and conditions of CONTRACT / Work Order / Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ [ hereinafter referred to as “the Order”] placed by OWNER on the said CONTRACTOR, we \_\_\_\_\_, a banking company incorporated under the Banking Regulations Act, having our registered office at \_\_\_\_\_ [hereinafter referred to as “the BANK” which expression shall include its successors and assigns ] do hereby undertake to pay OWNER an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by OWNER on us due to default in repayment of the advance and/or applicable interest thereon by the said CONTRACTOR.




1. We \_\_\_\_\_, the bank, hereby undertake to pay the amount under the guarantee without demur merely on a demand received in writing from OWNER stating that there is a default in repayment of advance and/or interest by the CONTRACTOR or that, by the reasons of the CONTRACTOR's failure to comply with the terms and conditions as stipulated in the Order or amendments(s) thereto, OWNER is of the opinion that the CONTRACTOR would not repay the said advance



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and/or interest thereon. The demand made on the BANK shall be conclusive as to the default and also as to the amount due and payable by the BANK under this guarantee, notwithstanding any dispute or disputes raised by the said CONTRACTOR regarding the validity of such default and we agree to pay the amount so demanded by OWNER without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].

2. We, \_\_\_\_\_, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the recovery of the said advance along with interest thereon and that it shall continue to be enforceable till all the dues of OWNER under or by virtue of the said Order have been fully paid and its claim satisfied or discharged.
3. We \_\_\_\_\_, the bank, undertake to pay to OWNER any money so demanded notwithstanding any dispute or disputes raised by the said CONTRACTOR in any suit or proceedings pending before any court or tribunal relating thereto, as our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the said CONTRACTOR shall have no claim against us for making such payment.
4. We \_\_\_\_\_, further agree that OWNER shall have full liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the Order or to extend time for completion of the contractual obligation by the said CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by OWNER against the said CONTRACTOR and to forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONTRACTOR or for any forbearance, act or omission on the part of OWNER or any indulgence by OWNER to the CONTRACTOR or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, OWNER will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.
6. Our liability under this bank guarantee is restricted to Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] and shall remain in force up to \_\_\_\_\_ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.

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7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) \_\_\_\_\_
8. This guarantee will not be discharged due to change in the constitution of the BANK or of the said CONTRACTOR or the provision of the contract between Supplier / Contractor and OWNER.
9. The BANK hereby agrees that the Courts in Delhi shall have exclusive jurisdiction in any matter of dispute between OWNER and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to OWNER. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
10. We, \_\_\_\_\_, the bank, lastly undertake not to revoke this guarantee during its currency, without the previous consent of the OWNER in writing.

SIGNED AND DELIVERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Yours faithfully,

For and on behalf of \_\_\_\_\_. (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:




Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>POWER OF ATTORNEY (POA)</b>	PC288/E/001/ P-I/ Annx-1.14	0	 
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		SHEET 1 OF 1		

**POWER OF ATTORNEY (POA)**  
(To be submitted on the Non-Judicial stamp paper)

Bid NO:  
Description of work:

Name of Bidder:\_\_\_\_\_

"The undersigned \_\_\_\_\_ (Name of LEGAL PERSON, i.e. CEO/C&MD/Company Secretary/Partners) is lawfully authorized to issue this POA\* on behalf of the company M/s \_\_\_\_\_ (Name of bidder) whose registered address is \_\_\_\_\_ and does hereby appoint Mr./Ms \_\_\_\_\_ (name of authorized person signing the bid document) \_\_\_\_\_ (Designation) of M/s \_\_\_\_\_ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both physically & digitally on CPP Portal), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the PQ no. \_\_\_\_\_.




The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s \_\_\_\_\_ (Name of bidder). This Power of Attorney (POA) shall remain valid and in full force and effect before we withdraw it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

(\*)

- (I) In case of a single Bidder, the power of Attorney shall be issued as per the constitution of the bidder as below.
- In case of Proprietorship:** By Proprietor
  - In case of Partnership:** by all Partners or Managing Partner.
  - In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
  - In case of Public /Limited Company:** POA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

SIGNATURE OF THE LEGAL PERSON

\_\_\_\_\_  
(Name of person with Company Seal)

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## FORMAT FOR CONSORTIUM AGREEMENT




THIS CONSORTIUM AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_(month) of \_\_\_\_\_ (year) amongst the following members : -

- 1) M/S----- incorporated under the Law of ----- with its Registered Office at -----, (hereinafter referred to as "Lead Bidder/Member-I" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns); AND
- 2) M/S ----- incorporated under the Law of ----- with its Registered Office at, ----- (hereinafter referred to as "Consortium Member-II/Member-II" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns); AND
- 3) M/S -----incorporated under the Law of -----with its Registered Office at, ----- (hereinafter referred to as "Consortium Member-III/Member-III)" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)
  - a) (Hereinafter wherever reference or context requires "Lead Bidder/Member-I" and "Consortium Members (II/III)" are collectively referred to as "PARTIES" for the sake of brevity and easy reference and "PARTY" shall mean any member of the Consortium (Member I / Member II / Member III).

For the purpose of making a bid and entering into a Contract (in case of award) in response to **NIT No.** \_\_\_\_\_ **dated** \_\_\_\_\_ for the \_\_\_\_\_, Odisha (India) of M/s \_\_\_\_\_ (hereinafter called the "OWNER")

### AND WHEREAS

- (1) OWNER is proposing to set up \_\_\_\_\_ Plant at Odisha India (hereinafter referred to as "PROJECT") vide **NIT No.** \_\_\_\_\_ **Dated** \_\_\_\_\_ and award the above works to a experienced, qualified and selected contractors on a lump sum turnkey (LSTK) basis with proper technical back-up of reputed Process Licensors and requisite experience.
- (2) Lead Bidder and other Consortium Members (PARTIES) vide their bid no. \_\_\_\_\_ dated \_\_\_\_\_ desire to forge a Strategic business alliance for the invited Bid to combine their skills and work under the leadership of Lead Bidder and, on awarding the contract, all the PARTIES will work with one another/each other in the performance of the contract that may be entered into with the OWNER on its incorporation in pursuance of the bid and assume joint and several liabilities for their execution/performance of the said contractual obligation towards the Owner including Technical Guarantees.
- (3) .....[Lead Bidder]..... contributes .....% of the total equity and .....[ other consortium members]..... contributes .....% of the total equity in the project, totaling to 100%.

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**NOW, THEREFORE, THE PARTIE HERETO AGREE TO WORK TOGETHER AND BIND THEMSELVES AS FOLLOWS:-**

1. We, the members in the Consortium, hereby confirm that the name and style of the Consortium shall be \_\_\_\_\_
2. In consideration of the bid submission by us to the Owner and the award of Contract by the OWNER to the Consortium (if selected by the OWNER), we the members of the Consortium hereby agree that the Member-I (M/s \_\_\_\_\_) shall act as the lead bidder for self and on behalf of Member-II and Member-III and further declare and confirm that we shall jointly and severally be bound unto the OWNER for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the OWNER to perform all contractual obligations including technical guarantees. Further, the Lead Bidder/Member-I is authorized to incur liabilities and receive instructions for and on behalf of other members of the Consortium during the entire execution of the contract.
3. The terms and conditions contained in these presents constitutes a full statement of the contractual rights and obligations of Lead Bidder and other Consortium Members in relation to the PROJECT and supercedes all prior negotiations, agreements and documents unless specific reference has been made in the text of this Agreement to any such negotiations, agreements and documents.

This Agreement defines and fixes the responsibilities governing the relations of the Lead Bidder and other Consortium Members in preparation of the Bid and subsequent execution of the CONTRACT with OWNER.

4. Notwithstanding anything containing hereinbefore, OWNER has got the right to fix the responsibility and accountability on any and/or all members of the Consortium of this Agreement with or without Lead Bidder.
5. The Lead Bidder shall be responsible for
  - (i) Preparation of BID.
  - (ii) Making the final decision on all strategy for the PROJECT, including performance of the PROJECT.
  - (iii) Co-ordination responsibility for execution of the contract
  - (iv) All negotiation and communications with the OWNER
  - (v) Any other aspect/issue as described in this Agreement and/or Appendix-A of this Agreement.
6. All Costs incurred with regard to the Bid shall be borne amongst the members of the Consortium. Each party agrees to render complete assistance for providing to the other PARTY sufficient Data/information required for preparation of the Bid in its entirety.
7. At the time of submission of the bid, the PARTIES have jointly agreed to all Schedules, programs, terms and conditions, and all other matters whatsoever necessary for the submission of bid. The division of responsibilities of Scope of Work among different Consortium members is as per **APPENDIX-A (Responsibility Matrix) (Appendix –A of this agreement is to be submitted by PARTIES)** of this agreement, which shall form part of this



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consortium agreement. It is further agreed that the sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.




In case of award of the Contract, each PARTY shall perform their respective scope of work and division of responsibilities in accordance with the scope indicated in **APPENDIX-A (Responsibility Matrix)**.

8. PARTIES declare and undertake to OWNER that:

- a. It shall be the joint and several responsibility of members of the Consortium to fulfil all obligation as are required under the CONTRACT entered into between OWNER and PARTIES as per the terms of Tender documents issued by OWNER vide **NIT No.** \_\_\_\_\_ **Dated** \_\_\_\_\_.
- b. Each PARTY shall be jointly and severally liable to fully discharge their obligations and co-operate with one another with respect to the PROJECT during the term of this agreement and act at all times in such a way to further the common interest of the CONSORTIUM. Without limit to the foregoing, each PARTY reaffirms not to bid for the PROJECT separately or in combination with any third party.
- c. In case of any breach of the said Contract by any PARTY, the remaining members of the consortium hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance of the terms of the Contract.
- d. Further, if the OWNER suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/contract documents, the Second & Third member of these presents undertakes to promptly make good such loss or damage caused to the OWNER, on the OWNER's demand without any demure. It shall neither be necessary nor obligatory on the part of the OWNER to proceed against the Lead Member to these presents before proceeding against the Second & Third members.
- e. The financial liability of the Member(s) to this Consortium agreement, to the OWNER with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
- f. In case of award of contract, PARTIES do hereby agree that the Contract Security cum Performance Guarantee shall be submitted in favour of the OWNER from a bank acceptable/approved by the OWNER for a value as stipulated in




9. Any changes or amendments to this agreement shall be made after obtaining approval of the OWNER and are valid only when these are set out in writing as such amendments and signed by the PARTIES.

10. In case of award of contract, the PARTIES shall furnish break up the Schedule of Prices as per cumulative monthly payment schedule corresponding to the supplies/services/civil works assigned to each member of the consortium which shall be approved by Owner/Consultant. Such approved Billing Schedule shall govern the payment to each member of consortium.

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PARTIES hereby authorise each member of the Consortium to raise separate invoices applicable for their part of scope of work as per the approved Billing Schedule and the OWNER shall pay directly to each member of the Consortium against such invoices. However, all such invoices shall be forwarded by covering letter issued by Consortium Leader. Consortium leader will remain fully responsible for any excess payment or deficient payment made to consortium members.

11. Notwithstanding the Lead Bidder's liability in terms of this Agreement, each PARTY shall be fully responsible, liable and accountable for all financial transactions under this Agreement and each PARTY shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The PARTIES herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement.
12. This agreement shall become valid upon execution by the PARTIES and this agreement shall come to end on the occurrences of any of the events stated herein below in this clause, namely;
  - a) Cancellation of PROJECT by OWNER or award of PROJECT by OWNER to a third party; OR
  - b) OWNER informing that no award of contract for this project will be made to any bidder; OR
  - c) End of Defect Liability Period (in case of award of Contract).
13. This agreement shall in no way restrict any PARTY from engaging in any activities, which are not connected with this PROJECT and are not in direct competition to the activities of the PROJECT.
14. The PARTIES agree to keep confidential all information and data obtained from each other during the course of this agreement for a period of Three years from the effective date of this agreement.
15. No PARTY shall have the right to assign or in any way transfer any of its rights or obligations under this agreement to any other Company, firm or person(s) without prior consent in writing of the other members of the Consortium and OWNER.
16. The PARTIES agree that as and when called upon by OWNER, the PARTIES shall execute all further deeds, documents and agreements as may be required by OWNER.
17. It is further agreed that this Consortium agreement shall be irrevocable and shall form an integral part of the CONTRACT and shall continue to be enforceable till such time as mentioned in clause no. 12 above.
18. This agreement shall in all respects be governed construed and interpreted in accordance with the applicable laws of India.

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19. Any dispute or difference arising between or among any PARTY under or out of this agreement which cannot be settled amicably within sixty days, shall be finally decided by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules 1976 (as may be amended from time to time). The place of Arbitration shall be New Delhi, India and the language of Arbitration shall be English. The arbitration award given by the arbitral tribunal shall be final and binding on all the members of the Consortium.

IN WITNESS THEREOF, the PARTIES have entered into this agreement effective from the date as mentioned herein above.

For and on Behalf of




For and on Behalf of

For and on Behalf of

(Lead Bidder/Member-I)  
Signature of Auth. Signatory  
With Company Seal  
(1)

(Member-II)  
Signature of Auth. Signatory  
With Company Seal  
(2)

(Member-III)  
Signature of Auth. Signatory  
With Company Seal  
(3)

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b> <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b> <b>FORMAT FOR DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP</b>	PC288/E/001/ P-I/ Annx-1.16	0	 
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**DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP (On Bidder's Letter Head)**

To,  
.....

**SUB: .....**

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking / Private Firm / Financial Institutions on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that the Contractor has secured the contract by furnishing wrong information or by suppressing facts in the bid submitted, OWNER reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee and put the CONTRACOR on Holiday / Banned / Blacklist for a period of two years by Owner (CIL, BHEL) and PDIL.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to OWNER by us.

**Place:**




**[Signature of Authorized Signatory of Bidder]**

**Date:**

**Name:**




**Designation:**

**Seal:**

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DELETED



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	BHARAT COAL GASIFICATION AND CHEMICALS LIMITED	DOC. NO.	REV	
	FORMAT FOR FINANCIAL DETAILS		SHEET 1 OF 2	

## PRE- QUALIFICATION CRITERIA (PQC) IN FAVOUR OF “FINANCIAL CRITERIA”

### FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE

We have verified the Annual Accounts and other relevant records of M/s.....(Name of the Bidder) and certify the following:

#### A. ANNUAL TURNOVER




Year	Amount (Currency)
Year 1:_____	
Year 2:_____	
Year 3:_____	
<b>Total</b>	
<b>Average</b>	

#### B. NET WORTH

Description	Year (FY 2022-23 or Calendar year 2022)
	Amount (Currency)
Net Worth (Paid up share Capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any)	

#### C. WORKING CAPITAL




S.N	Description	Year (FY 2022-23 or Calendar year 2022)
		Amount (Currency)
1	Current Asset	
2	Current Liability	
3	Working Capital (1-2)	
4	Access to lines of credit and availability of other financial resources (refer note 8 below)	
5	Working Capital inclusive of Access to lines of credit and availability of other financial resources (3+4)	

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Name of Audit Firm:  
Chartered Accountant  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.:  
UDIN No.

- The financial year would be the same as one normally followed by the Bidder for its Annual Report.
- The Bidder shall provide the audited annual financial statements as required for this PQ document. Failure to do so would result in the Proposal being considered as non-responsive.
- Other income shall not be considered for arriving at annual turnover.
- Date on which bidder possess working capital: (Should be within 3 months prior to the date of opening of tender).
- Name of Chartered Accountant (CA) with Membership No.:
- Date of issue of Certificate: (Should be within 3 months prior to the date of opening of tender).
- Certificate should be issued by Practicing CA (having Membership No.) containing UDIN No.
- Access to line of Credit and availability of other financial resources shall imply** the Net availability of Funds\* towards Working Capital, as on the date on which bidder possesses working capital.  
\* The net availability of funds is the availability of unutilized fund.
- This certificate is to be submitted on the letter head of Chartered Accountant.

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	FORMAT OF UNDERTAKING FROM TPIA	SHEET 1 OF 1		

**Format for Undertaking from Third Party Inspection Agency (TPIA)  
(on TPIA letter head duly stamped & signed)**

Ref.:

Date:

To,

.....  
.....

Subjects: Verification and certification of documents pertaining to Technical Bid Evaluation (PQC)

Ref: NIT No.....for.....

M/s.....having Registered office at .....intend to participate in above referred tender . The tender conditions stipulated that the Bidder shall submit documents pertaining to Technical PQC duly verified and certified by designated independent TPIA.




In this regard, this is to certify that copies of documents pertaining to Technical PQC submitted to us by the Bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(seal of the Company)

Name.....

Contact No.....

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	BHARAT COAL GASIFICATION AND CHEMICALS LIMITED	DOC. NO.	REV	
	FORMAT FOR AUTHORISATION TO DSC HOLDER			

**FORMAT FOR AUTHORISATION TO DSC HOLDER BIDDING ONLINE BY THE  
PERSON WHO HAS SIGNED LETTER OF BID**




**(On NON JUDICIAL STAMP PAPER)**

We do hereby authorise Ms. /Mr.....  
Address..... whose DSC is mapped in the name of the Bidder, for  
online bidding on behalf of us for Tender No..... Dated..... invited by JV  
of CIL and BHEL on <https://eprocure.gov.in/eprocure/app> (CPP e- tender portal).

Name, Signature & Seal of the person who has signed the Bidding Document and is  
Authorising the DSC Holder for online bidding.

Name, Signature & Seal of the DSC Holder having DSC mapped in the name of the  
Bidder, Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY

	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>FORMAT FOR INTEGRITY PACT (IP)</b>	PC288/E/001/ P-I/ Annx-1.21	0	 
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## PRE-CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, .....(Name of Owner..... acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer / Authorized Representative (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to execute ..... (Name of the work) and the BIDDER/Seller is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private Company / public Company / Government undertaking/ partnership/ proprietorship/ Joint Venture/Consortium constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Govt. of India/ PSU performing its functions on behalf of the President of India.




### NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:






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### Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for

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purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.




- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" shall be as per the provisions at Annexure-A.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company, hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 1 (One) Year and maximum of 2 (two) years.
- 2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a

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reasonable ground to suspect violation of any commitment listed under Section 2 i.e., “Commitments of Bidder(s) / Contractor(s)”.

- 3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**



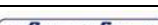
- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding".

#### **Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors**

- 1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



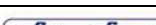
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## **Section7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)**

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

## **Section 8 - Independent External Monitor**

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies
- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to

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discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**




This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

#### **Section 10 - Other provisions**

- 1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 2) If the Contractor is a partnership or Joint Venture (JV)/Consortium, this agreement must be signed by all partners or JV/Consortium members.
- 3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.
- 4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



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### Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

### Section 13- Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf the Principal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:




(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

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## ANNEXURE- A

### **Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)**




1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation/ registration etc. along with the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.

In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries.

The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exceeding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms apart of letter of credit.
4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of

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Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

- a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
- b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

However, if all the details given in Para-(i) are complied with, the requirement of submission of document mentioned at Para- (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

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## LIST OF OWNER'S APPROVED BANKERS FOR BANK GUARANTEES

### A) NATIONALISED BANKS:

1. Allahabad Bank,
2. Andhra Bank,
3. Bank of Baroda,
4. Bank of India,
5. Bank of Maharashtra,
6. Canara Bank,
7. Central Bank of India,
8. Corporation Bank,
9. Dena Bank,
10. Indian Bank,
11. Indian Overseas Bank,
12. Oriental Bank of Commerce,
13. Punjab & Sind Bank,
14. Punjab National Bank,
15. State Bank of India
16. Syndicate Bank,
17. UCO Bank,
18. Union Bank of India,
19. United Bank of India,
20. Vijaya Bank.




### B) PRIVATE SECTOR BANKS:

1. Axis bank Ltd
2. Catholic Syrian Bank Ltd.
3. City Union Bank Ltd
4. HDFC Bank Ltd
5. ICICI Bank Ltd
6. IDBI Bank Ltd
7. Kotak Mahindra Bank Ltd.,
8. South Indian Bank Ltd.,
9. Tamilnad Merchantile Bank Ltd.,
10. The Federal Bank Ltd.,
11. The Jammu & Kashmir bank Ltd,
12. The Karnataka Bank Ltd,
13. The Karur Vyaya Bank Ltd,
14. Yes Bank Ltd
15. IDFC Bank.

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### C) FOREIGN BANKS:

1. American Express Bank Ltd,
2. Bank of American National Trust & Saving Association,
3. Bank of Tokyo – Mitsubishi UFJ Ltd,
4. Barclays Bank PLC
5. BNP Paribas
6. Calyon Bank
7. Citibank N.A.,
8. Deutsche Bank,
9. Development Bank of Singapore (DBS)
10. Hongkong & Shanghai Banking Corporation Ltd,
11. JP Morgan Chase Bank,
12. Royal Bank of Scotland
13. Standard Chartered Bank,
14. Industrial and Commercial Bank Of China (ICBC)
15. Mizuho Bank Ltd.
16. Sumitomo Mitsui Banking Corporation
17. Credit Agricole Corporate and Investment Bank

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**(PROFORMA FOR CIPP)**

**(On the Letter Head of the Bidder)**

To

\_\_\_\_\_

(Name & address of the OWNER)

Sub: Declaration towards CIPP by Bidder

Ref. NIT No.:

Dear Sir,

I, Sri, \_\_\_\_\_, proprietor, representative, partner of \_\_\_\_\_ I / We, \_\_\_\_\_ Proprietor/ Partner / Legal Attorney /Director/ Accredited Representative of M/s \_\_\_\_\_ Solemnly declare that:

1. I/we have read and examined the conditions of Code of Integrity for Public Procurement in respect to this contract as laid down below.
2. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Tender Inviting Authority comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, actions deemed fit as per the punitive actions recommended in the tender document may be taken against me/us.

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

Place .....

Date .....

Witness 1:

(Name &

Address) \_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

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

Witness 1:

(Name &




Address) \_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_



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## **Code of Integrity for Public Procurement (CIPP)**

### **1. Introduction**

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to submit sign declarations to this effect. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.




### **2. Code of Integrity for Public Procurement**

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**:

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

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### 3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

### 4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
  - a. Forfeiture or encashment of bid security;
  - b. calling off of any pre-contract negotiations; and
  - c. rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
  - a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b. Forfeiture or encashment of any other security or bond relating to the procurement;
  - c. Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a. banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b. In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
  - c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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	<b>PUBLIC PROCUREMENT ORDER (Preference to Make in India)</b>	SHEET 1 OF 10		

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

### ORDER

**Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**




1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

### 3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement




(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:




- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
  - b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
  - c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
  - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
  - e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-para above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**




- Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- 10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- 12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**13A.** In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- reduce the minimum local content below the prescribed level; or
- reduce the margin of purchase preference below 20%; or
- exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.




**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- shall annually assess and periodically monitor compliance with this Order
- shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- may require furnishing of details or returns regarding compliance with this Order and related matters
- may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- may consider any other issue relating to this Order which may arise.

**18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.






(Rajesh Gupta)  
Director

Tel: 23063211

[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)



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(DECLARATION REGARDING LOCAL CONTENT)

FORM - A

To,

.....

**SUB:**

**NIT No:**

**Dear Sir**

We, M/s\_\_\_\_\_ (**Name of Bidder**)\_\_\_\_\_ furnishing below the information for claiming our eligibility for Purchase Preference to be accorded by the Owner in term of Order No. P-45021/2/2017-B.E-II dated 15.06.2017 of GOI, issued by DIPP of Ministry of Commerce and Industry, as revised from time to time:

- (A) We confirm/certify that the item/s offered under this tender contains '**Local Content**' not less than\_\_\_\_\_ % of the total quoted price (excluding GST).
- (B) The **details of the location** at which the local value addition is made as follows:

Sl.	Item Description	Detailed address of the Location(s) where the local value addition is made
1		
2		
3		
4		

**Place:**




[Signature of Authorized Signatory of Bidder / statutory auditor /cost auditor / cost accountant / chartered accountant]

**Date:**

**Name:**  
**Designation:**  
**Seal:**  
**Membership No.**  
**UDIN No.**

**Note:**

- 1) In case the total quoted price (excluding GST) is less than Rs 10 crore, the bidder is required to provide self-certification regarding their above certification.
- 2) In case the total quoted price (excluding GST) is more than Rs 10 crore, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies) regarding their above certification.

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## **Annexure-1.25**

### **CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to 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. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision 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.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
  - 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

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**5. "Beneficial owner"** for the purpose of above (4) will be as under:

- i) 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-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "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;
- ii) 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;
- iii) 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;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) 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.

**6. "Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

**7. SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-1.




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If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

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

**9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder 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 in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II

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**Form-I of Annexure-1.25**

**UNDERTAKING ON LETTERHEAD**

To,

M/s .....

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s (Name of Bidder) is:

- (i) Not from such a country [ ]
- (ii) If from such a country, has been registered [ ] with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]




Name:

Date:

Designation:

Seal:



	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA</b>	PC288/E/001/ P-I/ Annx-1.25	0	 
		DOC. NO.	REV	
		SHEET 5 OF 5		

**Form-II of Annexure-1.25**

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,

M/s .....

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is:

- (i) not from such a country [      ]
- (ii) if from such a country, has been registered [      ]  
with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) Fulfills all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Name:

Date:

Designation:

Seal:

रजिस्ट्री सं० डी० एल०-33004/99

REGD. NO. D. L.-33004/99



# भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 324]

नई दिल्ली, बुधवार, मई 29, 2019/ज्येष्ठ 8, 1941

No. 324]

NEW DELHI, WEDNESDAY, MAY 29, 2019/JYAISTHA 8, 1941

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 29 मई, 2019

**सा.का.नि. 385(अ).—**घरेलू रूप से उत्पादित किए जाने वाले लौह एवं स्टील उत्पाद की सरकारी खरीद को प्राथमिकता दिए जाने के लिए संशोधित नीति सामान्य सूचना हेतु प्रकाशित की जाती है।

[फा. सं. 3(2)/2018-आईडीडी]

रसिका चौबे, अपर सचिव

**सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2019**

## 1. भूमिका

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों (डी एम आई एंड एस पी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित लौह एवं इस्पात उत्पादों जिसे परिशिष्ट क में दिया गया है और परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों के लिए पूंजीगत माल पर लागू होती है।
- 1.3 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

## 2. परिभाषाएं

- 2.1 **बोली** लगाने वाला लौह एवं इस्पात का कोई घरेलू/विदेशी निर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित निधि परियोजनाओं की बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।

- 2.2 **घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पाद (डी एम आई एंड एस पी)** वे लौह एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एस ई ज़ेड) शामिल है। इसके अलावा, इस प्रकार के उत्पाद परिशिष्ट क में किये गये उल्लेख के अनुसार घरेलू न्यूनतम मूल्यवर्धन के मानदंडों को पूरा करेंगे।
- 2.3 **घरेलू निर्माता** खंड 7 में दिशा-निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम में दी गई 'निर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक निर्माता है।
- 2.4 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।
- 2.5 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 **एम ओ एस** का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 **निवल बिक्री कीमत** बीजक कीमत होगी जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 **अर्ध तैयार इस्पात** का तात्पर्य इनगोट्स, बिलेट, ब्लूम और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 **तैयार इस्पात** का तात्पर्य सपाट और लंबे उत्पादों से होगा जिन्हें बाद में प्रसाधित कर निर्मित मद बनाया जा सकता है।
- 2.10 **एल1** का तात्पर्य निविदा अथवा अन्य खरीद संबंधी अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य खरीद संबंधी अनुरोधों में प्राप्त निम्नतम निविदा अथवा निम्नतम बोली अथवा निम्नतम भाव से होगा।
- 2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डी एम आई एंड एस पी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए 20 प्रतिशत होगा।
- 2.12 **लौह एवं इस्पात उत्पाद** का तात्पर्य ऐसे लौह एवं इस्पात उत्पादों से होगा जिनका उल्लेख परिशिष्ट क में किया गया है।
- 2.13 **घरेलू मूल्यवर्धन** निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन' परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जाएगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।
- 3. अपवर्जन**
- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी खरीदों के लिये निम्नलिखित शर्तों के अधीन छूट प्रदान की जाएगी।
- 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- अपवर्जन संबंधी अनुरोधों को घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों के उपलब्ध न होने के पर्याप्त प्रमाण के साथ स्थायी समिति को प्रस्तुत किया जाएगा।
- 4. स्थायी समिति**
- इस नीति के कार्यान्वयन का पर्यवेक्षण करने के लिए इस्पात मंत्रालय (एम ओ एस) के अधीन एक स्थायी समिति का गठन किया जाएगा। जिसके अध्यक्ष सचिव इस्पात होंगे। इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एम ओ एस) से लिए गए विशेषज्ञ होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
- 4.1 इस नीति के कार्यान्वयन की मॉनीटरिंग करना
- 4.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और घरेलू बिक्री वर्धन की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित।



- 4.3 खंड 3 के अनुसार खरीद एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
- 4.4 शिकायत निवारण करने के लिए एक अलग समिति का गठन करना।
- 4.5 स्थायी समिति इस्पात मंत्रालय को अनुमोदन हेतु अपनी सिफारिशें प्रस्तुत करेगी।
- 5. सरकार द्वारा खरीदे जाने वाले लौह एवं इस्पात उत्पादों को अधिसूचित करना**
- 5.1 निम्नलिखित दिशानिर्देशों का उपयोग इस नीति के अंतर्गत उपरोक्त उत्पादों की पहचान करने और उसे अधिसूचित करने के लिए किया जा सकता है :
  - 5.1.1 यह नीति परिशिष्ट क में दिए गए अनुसार लौह एवं इस्पात उत्पादों और परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल पर लागू है।
  - 5.1.2 परिशिष्ट क में लौह एवं इस्पात उत्पादों की सूची दी गई है जिसका निर्माण अनन्य रूप से घरेलू स्तर पर किया जाना है और उसका आयात इस्पात मंत्रालय के अनुमोदन के बिना नहीं किया जा सकता है।
  - 5.1.3 परिशिष्ट ख में पूंजीगत माल की एक सूची (जो विस्तृत नहीं है) दी गई है जिसके लिए खरीद संबंधी वरीयता घरेलू स्तर पर निर्मित पूंजीगत माल को दी जाएगी, यदि उनकी दी गई कीमत सदृश्य आयात किये गये पूंजीगत माल के लिए दी गई कीमत के 20 प्रतिशत के अंदर आती हो।
  - 5.1.4 इस नीति का उद्देश्य सभी लौह एवं इस्पात उत्पादों को अधिसूचित करना है जिसकी खरीद सरकारी एजेंसियों द्वारा सरकारी परियोजनाओं के लिए की जाती है और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए उत्पादों के उत्पादन में प्रयोग करने के उद्देश्य से की गई हो।
  - 5.1.5 यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा निधि प्रदत्त सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।
  - 5.1.6 यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपये से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपये से अधिक होता हो।
  - 5.1.7 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी अन्य आवश्यकता को पूरा करने के लिए और/अथवा ई पी सी संविदा को पूरा करने के लिए प्राइवेट एजेंसियों द्वारा लौह एवं इस्पातों की खरीद पर लागू है।
  - 5.1.8 घरेलू लौह एवं इस्पात उत्पादों के विभिन्न ग्रेडों की उपलब्धता का विश्लेषण इस नीति के अंतर्गत अधिसूचित करने से पहले करना होगा। केवल उन लौह एवं इस्पात को उत्पादों को जिनके संबंध में कम से कम एक घरेलू निर्माता मौजूद हो, अधिसूचित किया जाएगा। स्थायी समिति से परामर्श किया जा सकता है।
  - 5.1.9 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए लागू है।
  - 5.1.10 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत मालों की घरेलू खरीद के लिए नीति लौह एवं इस्पात उत्पादों का निर्माण करने के लिए और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से पूंजीगत मालों की खरीद के वास्ते और सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/प्रतिष्ठानों पर लागू है।
  - 5.1.11 यह नीति ई पी सी संविदा और/अथवा सार्वजनिक क्षेत्र से इस्पात निर्माताओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों की किसी अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की खरीद पर लागू है।
  - 5.1.12 सरकारी एजेंसियां जो लौह एवं इस्पात उत्पादों के निर्माण के लिए पूंजीगत माल और लौह एवं इस्पात उत्पादों की खरीद में उन स्थितियों में शामिल है जहां लौह एवं इस्पात उत्पादों का उल्लेख परिशिष्ट क और परिशिष्ट ख में नहीं किया गया हो, स्थायी समिति को निर्धारित मानदंडों के साथ इस उत्पाद के विवरण और तकनीकी विनिर्देशन उपलब्ध करायेगा। स्थायी समिति खंड 3 और खंड 4 में अधिदेश के अनुसार कार्य करेगी।

- 5.2 इस्पात मंत्रालय (एम ओ एम) परिशिष्ट क में दिए गए न्यूनतम निर्धारित घरेलू मूल्यवर्धन के साथ लौह एवं इस्पात उत्पादों को अधिसूचित करेगा।
- 5.3 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के संबंध में नीतिगत दिशानिर्देश, परियोजना के आकार पर विचार किये बिना परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सभी खरीदों के लिए सार्वजनिक क्षेत्र के इस्पात निर्माताओं पर लागू होंगे।
- 5.4 परिशिष्ट क में लौह एवं इस्पात उत्पादों के लिए तथा परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए सुझाव दिए गए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता घरेलू आपूर्तिकर्ता का आधार, आपूर्तिकर्ताओं की संख्या और खपत की तुलना में आयात का अनुपात जैसे कारकों के आधार पर तय किया गया है।
- 5.5 घरेलू मूल्यवर्धन आवश्यकता संबंधी मानदंडों का इस प्रकार से निर्धारण किया जाएगा जिस से कि यह किसी दिए गए समय में लौह एवं इस्पात उत्पादों के लिए घरेलू उद्योग की औसत/औसत से अधिक निर्माण क्षमता दर्शाता हो। स्थायी समिति द्वारा समय समय पर उपयुक्त रूप से इसकी समीक्षा की जाएगी और आवश्यकता पड़ने पर इस्पात मंत्रालय के अनुमोदन से इसमें संशोधन किया जाएगा।
- 6. सरकार एवं सरकारी एजेंसियों द्वारा खरीद के लिए निविदा प्रक्रिया**
- 6.1 खरीद करने वाली/सरकारी एजेंसियां डी एम आई एंड एस पी का पालन करते समय वित्त मंत्रालय और सी वी सी के अनुदेशों के अनुसार मानक खरीद संबंधी प्रक्रियाओं का पालन करेगी। यह नीति सभी निविदाओं जहां कीमत बोली नहीं खोली गई है, में इसके अधिसूचना की तिथि से लागू होगी।
- 6.2 दोनों वस्तुओं की खरीद तथा ई पी सी संविदाओं के लिए निविदा दस्तावेज में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए लौह एवं इस्पात उत्पादों तथा पूंजीगत माल (जैसा कि परिशिष्ट क और परिशिष्ट ख में दर्शाया गया है, के लिए बोली लगाने वाले द्वारा न्यूनतम निर्धारित घरेलू मूल्यवर्धन का पालन करने के लिए अर्हता मानदंडों का स्पष्ट उल्लेख होना चाहिए।
- 6.3 घरेलू उत्पादों के विकास का सहयोग करने में, लौह एवं इस्पात व्यापार क्रियाकलापों में घरेलू मूल्यवर्धन का लक्ष्य निर्धारित किया गया है जिसे परिशिष्ट क और परिशिष्ट ख में दिया गया है।
- 6.4 परिशिष्ट क में लौह और इस्पात उत्पादों के खरीद की प्रक्रिया केवल उन निर्माताओं/आपूर्तिकर्ताओं के लिए ही खुली रहेगी जिसमें घरेलू मूल्यवर्धन लक्ष्यों को पूरा करने/उससे ज्यादा पूरा करने की क्षमता हो। घरेलू मूल्यवर्धन लक्ष्यों को पूरा न करने वाले निर्माता/आपूर्तिकर्ता बोली लगाने में भाग लेने के लिए पात्र नहीं हैं।
- 6.5 परिशिष्ट ख में दी गई मदों के मामलों में, यदि खरीद करने वाली कंपनी की राय में, निविदाओं (खरीदी गई मात्रा) को 50:50 के निर्धारित अनुपात में नहीं बांटा जा सकता है, तब उनके पास मात्रा जो 50 प्रतिशत से कम नहीं हो, जो कि विभाज्य हो, के लिए पात्र घरेलू निर्माता को संविदा देने का अधिकार होगा।
- 6.6 उपर्युक्त शर्त को जारी रखते हुए, परिशिष्ट ख की मदों के लिए, यदि निविदा दी गई मद विभाज्य न हो (खरीद करने वाली कंपनी द्वारा निविदा दस्तावेज में शामिल किए जाने के लिए) यह संविदा समग्र मात्रा के लिए पात्र घरेलू निर्माता को दी जा सकती है।
- 6.7 परिशिष्ट ख के मदों के मामलों में, यदि घरेलू मूल्यवर्धन की आवश्यकताओं को पूरा करने वाले पात्र निर्माताओं में से कोई भी एल1 की बोली के अनुरूप न हो, तब एल1 की बोली धारण करने वाले मूल बोली लगाने वाला खरीद के पूर्ण मूल्य के लिए आदेश प्राप्त करेंगे।
- 6.8 वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं के बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं इस नीति के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं। हालांकि, यह निम्नलिखित शर्तों के अधीन होगा।
- 6.8.1 बोली लगाने वाले घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों की बिक्री करने के लिए घरेलू निर्माता द्वारा जारी किए गए अधिकार प्रमाण पत्र प्रस्तुत करेगा।



- 6.8.2 यदि खरीद को डी एम आई एंड एम पी नीति के परिशिष्ट क के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किया गया स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह और इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.3 यदि खरीद को डी एम आई एंड एम पी नीति के परिशिष्ट ख के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि लौह और इस्पात उद्योग में उपयोग किये जाने वाले पूंजीगत माल का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.4 बोली लगाने वाले की यह जिम्मेदारी होगी कि वह इस नीति के अनुसार खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किये जाने के लिए अपेक्षित अन्य आवश्यक दस्तावेज प्रस्तुत करे।

## 7. घरेलू मूल्यवर्धन आवश्यकता

- 7.1 घरेलू रूप में निर्मित लौह और इस्पात उत्पाद अथवा पूंजीगत माल के रूप में उत्पाद के रूप में पात्र होने के लिए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता का उल्लेख परिशिष्ट क और परिशिष्ट ख में किया गया है।
- 7.2 घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) हांगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जाएगी।
- 7.2.1 यदि लौह और इस्पात उत्पादों को घरेलू इनपुट इस्पात (अर्ध तैयार/तैयार इस्पात) का उपयोग करके निर्माण किया जाता हो, तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक घरेलू उत्पादों से खरीद का बीजक खरीद करने वाली सरकारी एजेंसी को अवश्य प्रस्तुत किया जाना चाहिए।
- 7.2.2 यदि लौह एवं इस्पात उत्पादों ने इनपुट इस्पात का आयात किया हो तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक उत्पादकों से खरीदों के बीजकों को अलग से प्रस्तुत किया जाना चाहिए। घरेलू मूल्यवर्धन की सीमा निकालने के लिए, दोनों इनपुट इस्पातों (आयात किये और घरेलू) की भारित औसत पर विचार यह सुनिश्चित करने के लिए किया जाएगा कि इस नीति की न्यूनतम निर्धारित घरेलू मूल्यवर्धन आवश्यकता का पालन किया गया है।
- 7.3 यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।

## लौह एवं इस्पात उत्पादों के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत} - \text{संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

## पूंजीगत माल के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत} - \text{संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

## 8. प्रमाणन और लेखा परीक्षण

- 8.1 परिशिष्ट क में दिए गए उत्पादों के लिए, प्रत्येक घरेलू निर्माता यह घोषणा करते हुए खरीद करने वाली सरकारी एजेंसी को स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह एवं इस्पात उत्पाद का निर्धारित घरेलू मूल्यवर्धन के संबंध में घरेलू स्तर पर निर्माण किया गया है। परिशिष्ट ख के पूंजीगत माल के लिए, बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि पूंजीगत माल का निर्माण घरेलू स्तर पर निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं का एकमात्र बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं, ई पी सी के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं।

बोली लगाने वाला घरेलू निर्माताओं के द्वारा जारी किए गए स्व-प्रमाणन और सांविधिक लेखा परीक्षकों द्वारा जारी किये गये प्रमाणनों को यह घोषणा करते हुए खरीद करने वाली एजेंसी को प्रस्तुत करेगा कि लौह एवं इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। स्व-प्रमाणन का शपथ पत्र इन दिशानिर्देशों से संलग्न प्रपत्र 1 में प्रस्तुत किया जाएगा।

- 8.2 घरेलू निर्माता की यह जिम्मेदारी होगी कि वह यह सुनिश्चित करे कि इस प्रकार से दावा किये गये उत्पादों का घरेलू स्तर पर उम उत्पाद के लिए निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। बोली लगाने वाले से यह भी अपेक्षित होगा कि वह घरेलू निर्माता के सांविधिक लेखा परीक्षकों द्वारा विधिवत प्रमाणित अर्धवार्षिक (सितंबर 30 और मार्च 31) आधार पर घरेलू मूल्यवर्धन प्रमाणपत्र उपलब्ध कराये कि पहले 6 महीनों के दौरान इस उत्पाद के लिए किये गये घरेलू मूल्यवर्धन के दावे इस नीति के अनुसार हैं। इस प्रकार के प्रमाण पत्र को संबंधित सरकारी एजेंसियों को प्रत्येक छमाही के शुरू होने के 60 दिनों के भीतर प्रस्तुत किया जाएगा और उस उत्पादों की आपूर्ति को पूरा करने तक प्रस्तुत करता रहेगा।
- 8.3 खरीद करने वाली एजेंसी बोली लगाने वाले द्वारा प्रस्तुत किये गये इस्पात उत्पाद में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन का शपथ पत्र स्वीकार करेगा। सामान्य तौर पर खरीद करने वाली एजेंसी की यह जिम्मेदारी होगी कि वह इस दावे की सत्यता की जांच करे। इसकी सत्यता प्रदर्शित करने की जिम्मेदारी बोली लगाने वाले की होगी जब उसे ऐसा करने के लिए कहा जाए।
- 8.4 यदि खरीद करने वाली एजेंसी अथवा संबंधित सरकारी एजेंसी द्वारा लौह एवं इस्पात उत्पादों में घरेलू मूल्यवर्धन के संबंध में बोली लगाने वाले के दावे के विरुद्ध कोई शिकायत प्राप्त होती है तब खरीद करने वाली एजेंसी के पास सभी संबंधित दस्तावेजों का निरीक्षण करने और उसकी जांच करने तथा निर्णय लेने का पूर्ण अधिकार होगा। यदि कोई स्पष्टीकरण की आवश्यकता होती है तब मामले को तकनीकी सहायता के लिए अनुरोध के साथ इस्पात मंत्रालय को भेजा जा सकता है।
- 8.5 सरकारी एजेंसी को भेजे गए किसी शिकायत का निपटारा सभी आवश्यक दस्तावेजों को प्रस्तुत करने के साथ इसे भेजे जाने के 4 सप्ताह के भीतर किया जाएगा। बोली लगाने वाले से यह अपेक्षित होगा कि वह शिकायत दायर करने के 2 सप्ताह के भीतर सरकारी एजेंसी को लौह एवं इस्पात उत्पादों में दावा किये गये घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।
- 8.6 यदि इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोली लगाने वाले से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोली लगाने वाले से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे। यदि बोली लगाने वाले द्वारा कोई सूचना प्रस्तुत नहीं की जाती है तब शिकायत निवारण समिति दावे की प्रमाणिकता अधिक करने के लिए सरकारी एजेंसी के परामर्श से आगे आवश्यक कार्रवाई कर सकती है।
- 8.7 घरेलू मूल्यवर्धन की निर्धारित सीमा का आकलन करने की लागत का वहन खरीद करने वाली एजेंसी द्वारा किया जाएगा यदि घरेलू मूल्यवर्धन प्रमाण पत्र के अनुसार सही पाया गया हो। हालांकि, यदि ऐसा पाया गया हो कि दावा किए गए अनुसार घरेलू मूल्यवर्धन सही नहीं है तब आकलन की लागत बोली लगाने वाले द्वारा भुगतान के योग्य होगी जिन्होंने एक गलत प्रमाण पत्र प्रस्तुत किया है। इसे लागू करने के तरीके को निविदा दस्तावेज में परिभाषित किया जाएगा।

## 9. प्रतिबंध

- 9.1 प्रत्येक सरकारी एजेंसी निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोली लगाने वाले के द्वारा गलत घोषणा किए जाने की स्थिति में दण्ड को स्पष्ट रूप से परिभाषित करेगा। इस दण्ड में ऐसे निर्माता/सेवा प्रदाता की ई एम डी को जब्त करना, अन्य वित्तीय दंड लगाना और उसे काली सूची में डालना शामिल हो सकता है।
- 9.2 संबंधित बोली लगाने वाले के द्वारा इस्पात मंत्रालय को किसी प्रकार की शिकायत भेजे जाने की स्थिति में, 10 लाख रुपए अथवा खरीदी जा रही ई एम आई एंड एस पी के मूल्य का 0.2 प्रतिशत (अधिकतम 20 लाख के अध्यक्षीन) इसमें से जो भी अधिक हो, का शिकायत शुल्क होगा जिसका भुगतान शिकायतकर्ता द्वारा शिकायत के साथ इस्पात मंत्रालय के अधीन शिकायत निवारण समिति के पास जमा किए गए डिमाण्ड ड्राफ्ट के द्वारा किया जाएगा। यदि, शिकायत को सही नहीं पाया जाता है तब सरकारी एजेंसी के पास उक्त राशि को जब्त करने का अधिकार सुरक्षित है। यदि शिकायत पर्याप्त रूप से सही पाई जाती है तब शिकायतकर्ता द्वारा जमा किए गए शुल्क को बिना किसी ब्याज के वापिस किया जाएगा।



**10. इस्पात मंत्रालय द्वारा कार्यान्वयन की मॉनीटरिंग**

- 10.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे। इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।
- 10.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की मॉनीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एस पी नीति के अंतर्गत सभी लागू एजेंसियां इस नीति का कार्यान्वयन सुनिश्चित करेंगी और वार्षिक रूप से जून के महीने में एक घोषणा भेजेगी जिसमें इस नीति के अनुपालन की सीमा और पिछले वित्तीय वर्ष के दौरान उसके अनुपालन न किए जाने के कारणों को दर्शाया जाएगा।

**इस्पात मंत्रालय को संदर्भ**

किमी ऐसे प्रश्न की स्थिति में कि क्या खरीदी जा रही मद इस नीति के अंतर्गत शामिल किए जाने वाले डी एम आई एंड एस पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

**परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य**

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ढंका हुआ क्वाड्रल में बार्स और रॉड, हॉट रोल	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिबिस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रॉड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेप और सेक्शन	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, मीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन मीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7227	15%
26	अन्य एलॉय स्टील का अन्य बार्स और रॉड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रॉड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	15%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफैब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	15%
29	300 लीटर से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	15%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	15%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	15%
32	लौह अथवा इस्पात का स्टैंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	15%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्रिवस्ट किया हुआ हूप अथवा सिंगल प्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्रिवस्ट किया हुआ डबल वायर	7313	15%
34	लौह अथवा इस्पात तार का ड्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	15%



35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	15%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	15%
37	लौह एवं इस्पात की वस्तुएं	7317	15%
38	लौह एवं इस्पात की वस्तुएं	7318	15%
39	लौह एवं इस्पात की वस्तुएं	7319	15%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीन्स	7320	15%
41	लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), वारवेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	15%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	15%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	15%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसको पाटर्स	7324	15%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	15%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	15%
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।

#### परिशिष्ट ख

लौह और इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चा माल संभाल प्रणाली	चूर्ण की हुई सामग्री के लिए एप्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार गरडर ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन एयर कंडीशनिंग, फ्यूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/पाडेल फीडर, न्यूमेटिक हुलाई - धना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/फ्लेड लोडिंग प्रणाली, स्टेर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिप्लर्स, ट्रांसफर कार, टॉम्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रियल क्रशर्स, ग्राइनडिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%



3	कॉक अवेन	कॉक ओवन मिलिका रिफेक्टरी, एन्क्रेज सिस्टम, ब्रॉयलर नरडन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, बाल बॉक्स, ए पी लिड, चार्जिंग और इम्पेक्शन होल लिड एंड फ्रेम रिबर्सिंग मेकेनिज्म, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्क्रिप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिबर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टैटिक तार प्रेसिपिटेटर, H <sub>2</sub> S, NH <sub>3</sub> और नपथलिन स्कूब्वर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिबर पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिक्लेटर्स	50%
5	सिंटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट एसेम्बली कब्ज रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और गिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, सिंटर मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्प्रोकेट एसेम्बली कब्ज रेल, स्लाइड रेल, रनिंग रेल बरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, इनडूरेटिंग मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	ब्लास्ट फरनेस उपकरण	ब्लेडर बाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस किलिंग प्लांट प्रणाली, इसके बाइस-पास बाल सहित टॉप रिकवरी टूबाइन सिस्टम, डि-ब्रिक्किंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइंडिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय बाल, एन्व ब्रंडन प्रोव्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, टूबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO <sub>2</sub> रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिशन रिंग एंड सस्पेंशन प्रणाली, ट्रनिशन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लपिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोबिंग/बोटम स्टीरिंग के लिए बाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, होट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रैप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकार के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी इस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टैंड, स्टैंड कूलिंग स्टेक इम्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशन सिस्टम, स्क्रबिंग टोवर सेल - वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल	50%

		ग्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, इस्ट सिलो, वेग ब्रिज, स्लग गिटिंग उपकरण	
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फर्नेस लोवर सेल, अपर सेल और रूफ, टिल्टिंग प्लेटफार्म, फर्नेस गैन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोड रेगुलेशन प्रणाली, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल I एंड II ऑटोमेशन सिस्टम के पार्ट्स। एल एफ - वाटर कूल्ड लेडल रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगुलेशन सिस्टम, वायर फिडिंग सिस्टम, बोटम इनडरट गैस स्टिरिंग बाल सिस्टम पोरुस प्लग और टॉप लांस के लिए, इमरजेंसी लांसतंत्र, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, स्वचालित तापक्रम, सेम्पलिंग और बाथ लेबल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ लांस केरेज सिस्टम, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, बेक्यूम वेसेल, वेसेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिक सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफेक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफ्टिंग सिलेंडर, लूत्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेडंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टेड, क्रेन, होइस्ट, तापमान और सेम्पलिंग टिप्स, लेडल स्टैंड, ई एस पी, डिडिंटेग हूड, रिफेक्ट्री, वेग फिल्टर, क्रेन इत्यादि।	50%
11	सतत कास्टिंग उपकरण	लाइले टरेट, लेडल कवर मेनिपुलेटर, लेडल शारउड मेनिपुलेटर, टनडिस कार, कंटिन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रूड मेकेनिजम, इमरजेंसी कट-आफ गेट, मोल्ड एसेम्बली, नोजल ब्रिज चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्रावल एंड स्ट्रेचटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेब्रर, मार्किंग मशीन, टेक्नोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेड गन्डे सेगमेंट, टनडिश, लाइले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेगमेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	प्लेट मिल	लार्ज कास्टिंग एंड फाजिग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, इंड स्पिडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/टेशन रिल/अनक्वाइलर, ए जी सी सिलेंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स	50%
13	लॉग मिल	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स; रोलर टेबल, कॉयलर /टेशन रिल /अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कान्टेक्ट गॉज/प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	50%

\*परिशिष्ट ख में मर्दे निर्माण करने वाले इस्पात के लिए पूंजीगत सामानों की एक सांकेतिक सूची है। यह सूची विस्तृत नहीं है। इस्पात के निर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद बरीयता के लिए विचार किया जाएगा।



**फार्म - 1**

100/- रुपए के स्टाम्प पेपर पर दिए जाने के लिए लौह एवं इस्पात उत्पादों/पूँजीगत मालों में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन शपथ के लिए प्रपत्र :

मैं \_\_\_\_\_ सुपुत्र, सुपुत्री, पत्नी, \_\_\_\_\_ का निवासी \_\_\_\_\_  
एतद् द्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ :

कि मैं अधिसूचना सं. : \_\_\_\_\_ के माध्यम से जारी किए गए भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत होऊंगा।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से खरीद करने वाली एजेंसी के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूँ।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यता के लिए जिम्मेदार हूँ।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के उद्देश्य से खरीद करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा से अयोग्य ठहराया जाऊंगा। इसके अलावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।

कि मैंने अधिसूचना संख्या \_\_\_\_\_ जिसमें सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को बरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि खरीद करने वाली एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ई एम डी को जप्त करे। मैं यह भी वचन देता हूँ कि आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी दण्ड राशि का भुगतान करूंगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

- i. बोली लगाने वाले का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तिथि जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए इस प्रमाण पत्र को प्रस्तुत किया जाता है।
- iv. खरीद करने वाली एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया जाता है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के आरंभिक मूल्य को पूरा करता है।
- vi. विनिर्माता की इकाई का नाम और संपर्क विवरण
- vii. लौह और इस्पात उत्पादों की निवल बिक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।
- x. इनपुट इस्पात जिसकी आपूर्ति घरेलू स्तर पर की जाती है की सूची और कुल लागत
- xi. कृपया यदि इनपुट इन हाऊस नहीं हो तब आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सी आई एफ मूल्य, शुल्क और करों, पोर्ट पर उतारने से संबंधित प्रभारों और अंतर्देशीय भाड़े की लागत के ब्यौरे के साथ भारतीय पोर्ट पर पहुंच कीमत।

(प्रतिष्ठान/कंपनी का नाम) के लिए और उसकी ओर से

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

<नाम, पदनाम और संपर्क सं. की प्रविष्टि करें>

## MINISTRY OF STEEL

## NOTIFICATION

New Delhi, the 29th May, 2019

**G.S.R. 385(E).**—The revised Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement is hereby published for general information.

[F. No.3(2)/2018-IDD]

RASIKA CHAUBE, Addl. Secy.

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019**

**1 Background**

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

**2 Definitions**

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.
- 2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.



**3 Exclusions**

- 3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions,
- 3.1.1 Where specific grades of steel are not manufactured in the country, or
- 3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products

**4 Standing Committee**

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

- 4.1 Monitoring the implementation of the policy
- 4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.
- 4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3
- 4.4 Constitute a separate committee to carry out grievance redressal
- 4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

**5 Notifying Iron & Steel Products Procured by Government**

- 5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:
- 5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.
- 5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products.
- 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- 5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.
- 5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.
- 5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.
- 5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/entities under their administrative control



- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.
- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

#### **6 Tender procedure for procurement by government and government agencies**

- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
  - 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
  - 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
  - 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
  - 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

**7 Domestic value addition requirement**

- 7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.
- 7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

**For Iron and Steel products**

*% Domestic value addition*

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

**For Capital Goods**

*% Domestic value addition*

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported input materials at plant}}{\text{Net selling price of final product}} \times 100\%$$

**8 Certification and audit**

- 8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form I** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim



of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

## 9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

## 10 Implementation monitoring by Ministry of Steel

- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

## Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

## Appendix A - Exclusive for domestically manufactured products

Sl. No.	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%

4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	15%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	15%



30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	15%
31	Containers for compressed or liquefied gas, of iron or steel	7311	15%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	15%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	15%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	15%
35	Chain and parts thereof, of iron or steel	7315	15%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	15%
37	Articles of iron and steel	7317	15%
38	Articles of iron and steel	7318	15%
39	Articles of iron and steel	7319	15%
40	Springs and leaves for springs, of iron or steel	7320	15%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	15%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	15%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	15%
44	Sanitary ware and parts thereof, of iron or steel	7324	15%
45	Other cast articles of iron or steel	7325	15%
46	Electrical steel and other articles of iron or steel	7326	15%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix

#### Appendix B

##### Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products

Sl. No.	Plant shop	Capital goods	Minimum domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks, hydraulic motors, hydraulic system, locking assembly (friction grip), load cells, level sensors, pipe	50%



		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hydrate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H <sub>2</sub> S, NH <sub>3</sub> & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stove coolers, Copper stove coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO <sub>2</sub> removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric furnace	arc Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system, LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O <sub>2</sub> measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system, Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipping stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

*\*Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*

#### Form-1

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: \_\_\_\_\_.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.



That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. \_\_\_\_\_ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

**For and on behalf of (Name of firm / entity)**

Authorized signatory (To be duly authorized by the Board of Directors)

**<Insert Name, Designation and Contact No.>**



# भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-अ.-04012021-224171  
CG-DL-E-04012021-224171

असाधारण  
EXTRAORDINARY

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

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 1]  
No. 1]

नई दिल्ली, शुक्रवार, जनवरी 1, 2021/पौष 11, 1942  
NEW DELHI, FRIDAY, JANUARY 1, 2021/PAUSHA 11, 1942

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 31 दिसम्बर, 2020

**सा.का.नि. 1(अ).**—सरकारी प्रापण में देशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने हेतु नीति (डीएमआई एंड एसपी नीति) - परिशोधित, 2019 में संशोधनों को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है:

\*सं. S-13026/1/-2020-आईडीडी

इस्पात मंत्रालय

आईडी प्रभाग

उद्योग भवन,

नई दिल्ली 31 दिसंबर, 2020

**विषय :** सरकारी खरीद में घरेलू निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-में संशोधन/परिवर्धन

सरकारी खरीदमें स्वदेशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-(डीएमआईएंडएसपी परिशोधित, 2019) में निम्नलिखित संशोधन/ परिवर्धन तत्काल प्रभाव से लागू हैं। ये संशोधन/

परिवर्धन ऐसी निविदा या खरीद पर लागू नहीं होंगे जिनके लिए निविदा आमंत्रित करने वाला नोटिस अथवा अन्य प्रकार का खरीद अध्याचन इस अधिसूचना के जारी होने से पूर्व जारी हुआ है।

### 1- संशोधन:तालिका 1

क्रम सं.	डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड	डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित खंड
1	<p><b>खंड 1.3:</b></p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्तपोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>	<p><b>खंड 1.3:</b></p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है।</p> <p>हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>
2	<p><b>खंड 2.13:</b></p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत(निवलघरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र(सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p><b>खंड 2.13:</b></p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)। घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>



<p><b>3 खंड 5.1.5</b></p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त-पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।</p>	<p><b>खंड 5.1.5</b></p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है।</p>
<p><b>4 खंड 5.1.6</b></p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।</p>	<p><b>खंड 5.1.6</b></p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का परिशिष्ट-क) का खरीद मूल्य 5 लाख रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 5 लाख करोड़ रुपए से अधिक होता हो। तथापि, प्रापण इकाइयों द्वारा इस बात को सुनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के प्रयोजनार्थ खरीद का विभाजन न किया जाए।</p>
<p><b>5 खंड 7.2</b></p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जायेगी।</p>	<p><b>खंड 7.2</b></p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)।</p>
<p><b>6 खंड 7.3</b></p> <p>यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों के लिए % घरेलू मूल्यवर्धन</p> <p>अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत----- X100%</p>	<p><b>खंड 7.3</b></p> <p>यह सिफारिश की जाती है कि प्रापण करने वाली सरकारी एजेंसी/ निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए % घरेलू मूल्यवर्धन</p> <p>खरीदी/बेची जाने वाली वस्तु का कुल मूल्य (निवल घरेलू अप्रत्यक्ष करों को छोड़कर - मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित) ----- -----X100%</p>

अंतिम उत्पाद की निवल ब्रिकी कीमत पूँजीगत माल के लिए % घरेलू मूल्यवर्धन अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत-----X 100% अंतिम उत्पाद की निवल ब्रिकी कीमत	खरीदी/बेची जाने वाली वस्तु का कुल मूल्य
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॥ डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में निम्नलिखित संशोधन किया जाता है:- जहां कहीं न्यूनतम घरेलू मूल्य वर्धन आवश्यकता कॉलम के अंतर्गत डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में 15% का न्यूनतम घरेलू मूल्य वर्धन विनिर्दिष्ट होगा, वहां उसे 20% न्यूनतम घरेलू मूल्यवर्धन से प्रतिस्थापित कर दिया जाएगा (परिशोधित परिशिष्ट-क संलग्न है)

### III- परिवर्धन/सन्निवेशन: तालिका 2

क्रम सं	डीएमआईएंडएसपी परिशोधित, 2019 में शामिल/जोड़े गये खंड
1	<p><b>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</b></p> <p>खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआई और एसपी नीति का परिशिष्ट-क)। लोहे और इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु तक हो, (डीएमआई और एसपी नीति के परिशिष्ट- ख) के लिए पूँजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी,</p>
2	<p><b>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</b></p> <p><b>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</b></p> <p><b>6.9.1</b> प्रत्येक क्रय इकाई यह सुनिश्चित करेगी कि किसी भी निविदा या अधियाचन में निर्धारित पिछले अनुभव के संबंध में पात्रता की शर्तों हेतु अन्य देशों में आपूर्ति के प्रमाण या निर्यात के प्रमाण की आवश्यकता नहीं है।</p> <p><b>6.9.2</b> क्रय इकाईयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तें, जैसे टर्नओवर, उत्पादन क्षमता और वित्तीय ताकत जैसे मामलों में वैसे स्थानीय आपूर्तिकर्ता का अनुचित अपवर्जन नहीं होता है जो आपूर्तिकर्ता की गुणवत्ता या साख संबंधी पात्रता सुनिश्चित करने के लिए जो आवश्यक है, उससे परे अन्यथा पात्र होंगे।</p> <p><b>6.9.3</b> क्रय इकाईयाँ, इस नीति के जारी होने के 2 महीने के भीतर ऊपर उप-पैराग्राफ 6.9.1 और 6.9.2 के संदर्भ में सभी मौजूदा पात्रता मानदंडों और शर्तों की समीक्षा करेंगी।</p> <p><b>6.9.4</b> यदि इस्पात मंत्रालय इस बात से संतुष्ट है कि लौह और इस्पात उत्पादों के भारतीय आपूर्तिकर्ताओं को प्रतिबंधात्मक निविदा शर्तों के कारण किसी भी विदेशी सरकार द्वारा खरीद में भाग लेने और / या प्रतिस्पर्धा करने की अनुमति नहीं है, जिसका भारतीय कंपनियों को प्रतिबंधित करने पर प्रत्यक्ष या अप्रत्यक्ष प्रभाव पड़ता है, जैसे कि प्रापण देश में पंजीकरण, प्रापण देश इत्यादि में विशिष्ट मूल्य की परियोजना का निष्पादन इत्यादि। यदि उपयुक्त समझा जाएगा तो उस देश के बोलीदाताओं को इस्पात मंत्रालय से संबंधित उस वस्तु तथा/ या अन्य वस्तुओं की खरीद के लिए पात्रता से प्रतिबंधित या अपवर्जित किया जा सकता है।</p> <p><b>6.9.5</b> ऊपर उप-पैरा 6.9.4 के प्रयोजन से, किसी आपूर्तिकर्ता या बोलीदाता को उस देश से माना जाएगा यदि (i) इकाई को उस देश में निगमित किया गया है, या (ii) उसकी शेयरधारिता या इकाई का प्रभावी नियंत्रण उस देश से किया जाता है; या (iii) आपूर्ति की जा रही वस्तु के मूल्य का 50% से अधिक उस देश में शामिल किया गया है। भारतीय आपूर्तिकर्ताओं का अर्थ उन संस्थाओं से होगा जो भारत के संबंध में इनमें से किसी भी मानदंड को पूरा करते हैं। किसी देश की 'इकाई' (एन्टिटी) शब्द का अर्थ वहीं होगा जो डीपीआईआईटी की एफडीआई नीति के तहत समय-समय पर यथा संशोधित के अंतर्गत है।</p>

3	<p>खंड 6.10 को खंड 6.9 के नीचे निम्नवत जोड़ा जाता है:</p> <p><b>खंड 6.10:</b> यदि घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तों को बोली दस्तावेजों में शामिल किया जाता है, तो उस के लिए जिम्मेदारी तय करने के लिए खरीद (इसके प्रशासनिक नियंत्रणाधीन किसी ईकाई द्वारा खरीद सहित) करने वाले प्रशासनिक विभाग द्वारा जांच शुरू की जाएगी। तत्पश्चात्, संबंधित प्रावधानों के तहत खरीद संस्थाओं के अधिकारियों के खिलाफ उचित, प्रशासनिक या अन्यथा कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआई और एसपी नीति के तहत स्थायी समिति को भेजी जाएगी।</p>
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**संशोधित परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए विशिष्ट रूप से**

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल्ड, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोड किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऍंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रॉड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेष और सेक्शन्स	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेष और सेक्शन्स	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रॉड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रॉड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	20%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	20%
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	20%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	20%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	20%

32	लौह अथवा इस्पात का स्टेडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	20%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल प्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	20%
34	लौह अथवा इस्पात तार का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	20%
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	20%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	20%
37	लौह एवं इस्पात की वस्तुएं	7317	20%
38	लौह एवं इस्पात की वस्तुएं	7318	20%
39	लौह एवं इस्पात की वस्तुएं	7319	20%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	20%
41	लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वार्मर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	20%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	20%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	20%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्ट्स	7324	20%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	20%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	20%
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।"

[फा. सं. एस-13026/1/2020-आईडीडी]

रसिका चौबे, अपर सचिव



**MINISTRY OF STEEL**  
**NOTIFICATION**

New Delhi, the 31st December, 2020

**G.S.R. 1(E).**—The amendments in the Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement (DMI&SP Policy)—Revised, 2019 is hereby published for general information.

"No. S-13026/1/2020- IDD

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31<sup>st</sup> December, 2020

**Sub.: Amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019**

The following amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019 (DMI&SP revised, 2019) are applicable with immediate effect. These amendments / additions shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this notification.

**I - Amendments: Table 1**

Sl. No.	Existing Clause in DMI&SP revised, 2019	Amended Clause in DMI&SP revised, 2019
1	<b><u>Clause 1.3:</u></b> The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.	<b><u>Clause 1.3:</u></b> The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u> However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.
2	<b><u>Clause 2.13:</u></b> Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.	<b><u>Clause 2.13:</u></b> Domestic value addition means - <u>amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.</u> The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3	<p><b>Clause 5.1.5</b></p> <p>The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron &amp; steel products.</p>	<p><b>Clause 5.1.5:</b> The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron &amp; steel products. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u></p>
4	<p><b>Clause 5.1.6:</b> The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.</p>	<p><b>Clause 5.1.6</b> The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&amp;SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.</p>
5	<p><b>Clause 7.2:</b> Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.</p>	<p><b>Clause 7.2:</b> Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.</p>
6	<p><b>Clause 7.3:</b> It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p><b>For iron and steel products</b></p> <p><b>% domestic value addition</b></p> $\frac{\text{Net selling price of final product} - \text{landed cost of imported iron or steel at the plant}}{\text{Net selling price of final product}} \times 100 \%$ <p><b>For capital goods</b></p> <p><b>% domestic value addition</b></p> $\frac{\text{Net selling price of final product} - \text{landed cost of imported iron or steel at the plant}}{\text{Net selling price of final product}} \times 100 \%$	<p><b>Clause 7.3:</b> It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p><b>For iron and steel products&amp; capital goods</b></p> <p><b>% domestic value addition</b></p> $\frac{\text{Total value of the item to be procured / sold (excluding net domestic indirect taxes)} - \text{the value of imported content in the item (including all customs duties)}}{\text{Total value of the item to be procured / sold}} \times 100 \%$

**II - Following amendment is made to the Appendix A of the DMI&SP revised, 2019 :-** Wherever minimum domestic value addition of **15%** is specified in the Appendix - A of the DMI&SP revised, 2019 under the column Minimum domestic value addition requirement, same shall be replaced with **20%** minimum domestic value addition). (Revised Appendix - A is attached)

**III - Additions / Insertions: Table 2**

Sl. No.	Added / Inserted Clause in DMI&SP revised, 2019
1	<p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p><b>Clause 5.1.13:</b> No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&amp;SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron &amp; steel products (Appendix- B of the DMI&amp;SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p>
2	<p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p><b>Clause 6.9: Specifications in Tenders and other procurement solicitations:</b></p> <p><b>6.9.1</b> Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.</p> <p><b>6.9.2</b> Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p><b>6.9.3</b> Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p><b>6.9.4</b> If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p><b>6.9.5</b> For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3	<p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p><b>Clause 6.10:</b> In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&amp;SP Policy.</p>

**IV - Revised Appendix A - Exclusive for domestically manufactured products**

Sl. No	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600	7209	50%

	mm or more, cold rolled (cold-reduced), not clad, plated or coated		
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%
4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	20%




26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	20%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	20%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	20%
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	20%
31	Containers for compressed or liquefied gas, of iron or steel	7311	20%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	20%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	20%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	20%
35	Chain and parts thereof, of iron or steel	7315	20%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	20%
37	Articles of iron and steel	7317	20%
38	Articles of iron and steel	7318	20%
39	Articles of iron and steel	7319	20%
40	Springs and leaves for springs, of iron or steel	7320	20%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	20%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	20%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	20%
44	Sanitary ware and parts thereof, of iron or steel	7324	20%
45	Other cast articles of iron or steel	7325	20%



46	Electrical steel and other articles of iron or steel	7326	20%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock, such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

*Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix."*

[F. No. S-13026/1/2020-IDD]  
RASIKA CHAUBE, Addl. Secy.

	SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT	PC288/E/001/ P-I/ Annx-1.26A	0	 
	BHARAT COAL GASIFICATION AND CHEMICALS LIMITED	DOC. NO.	REV	
	FORMAT FOR SELF-CERTIFICATE FROM BIDDER REGARDING DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS		SHEET 1 OF 1	

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (TO BE SUBMITTED ON BIDDER'S LETTERHEAD) SELF-CERTIFICATE**

To,

.....

SUB:



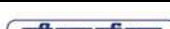
TENDER NO:

Dear Sir,

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their revised notification "The Gazette of India, Notification No. 385 (E) dated 29.05.2019".

We confirm that we will obtain Affidavit of Self Certification of Domestic value addition in Iron & Steel Products from manufacturer before supply of iron and steel products required under the tender/bidding document.

Sign & Stamp of bidder

 पी डी आई एल <b>PDIL</b>	SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT  BHARAT COAL GASIFICATION AND CHEMICALS LIMITED  GENERAL TERMS AND CONDIONS FOR OPERATION & MAINTENANCE (O&M) CONTRACT/SERVICE	PC288/E/001/ P-I/ Annx-1.27	0	 कोयला इंडिया Coal India	 बी एच ई एल BHEL
		DOC. NO.	REV		
		SHEET 1 OF 2			

## 1.0 GENERAL TERMS AND CONDITIONS FOR OPERATION & MAINTENANCE (O&M) CONTRACT/SERVICE

1.1 **O&M Service Period:** The O&M Period shall be as mentioned in the clause 6.0 of Instruction of Bidder. However, before taking up the O&M Services of the plant, the contractor shall take the consent letter from OWNER.



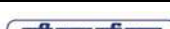
1.2 **Documentation:** The contractor and the Officer in-charge shall ensure the following document before forwarding the bill of the contractor to the Accounts wing for pass and payment to avoid delay in payment of the contractor:

- i) Contractor shall submit quarterly bill in duplicate to the executive In-charge along with the followings:
  - a) Quarterly bill for the O&M services in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code, GST number, PAN & TIN. A photo copy of the EPF code, ESI code, GST number, Labour licence, Copy of the pass book of Bank/ESCROW account (if applicable), PAN & TIN shall be attached with bill for reference and record.
  - b) Self attested copy of the deposit challan of EPF & ESI contribution, labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of workers and their account number in the appropriate prescribed performa. Self attested copy of the attendance sheet, wages register and evidence of wage payment.
- ii) The bill of the contractor along with the annexure submitted by the contractor at (i) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates/documents mentioned at iii below.
- iii) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non availability of Labour Welfare Officer/Safety Officer, from Officer in-charge.

1.3 **Facilities to be Arranged by Contractor:** The contractor shall make his own arrangement for providing all facilities like lodging, boarding, furniture and transportation etc. for his supervisors/staff engaged by him for the job.



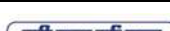
1.4 **Statutory Deductions:** Statutory deduction on account of Income Tax, etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

1.5 **Factory Act/Minimum Wages Act/Insurance Act /EPF Act etc.:** Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour(Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HURL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers. The contractor shall make the payment of wages to its labour in their saving account linked with the Bank/ESCROW

 पी डी आई एल <b>PDIL</b>	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>GENERAL TERMS AND CONDIONS FOR OPERATION &amp; MAINTENANCE (O&amp;M) CONTRACT/SERVICE</b>	PC288/E/001/ P-I/ Annx-1.27	0	 
		DOC. NO.	REV	
		SHEET 2 OF 2		

account (if applicable). Documentary evidence thereof shall be submitted along with the running bills.

- 1.6 **Insurance of Workers:** The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain Workmen Compensation Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to PROJECT MANAGER of work immediately after issue of LOA, but before the start of work.



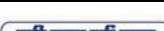
 पी डी आई एल <b>PDIL</b>	<b>SYNGAS PURIFICATION UNIT FOR COAL TO AMMONIUM NITRATE PLANT</b>  <b>BHARAT COAL GASIFICATION AND CHEMICALS LIMITED</b>  <b>GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING</b>	PC288/E/001/ P-I/ Annx-1.28	0	 
		DOC. NO.	REV	
		SHEET 1 OF 3		

## GUIDELINES ON DEBARMENT OF FIRMS FROM BIDDING

CIL and BHEL JV shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
  - i) Withdrawal of Bid as per relevant provisions of tender document.
  - ii) If L-1 Bidder fails to submit CS cum PBG/ Contract Security, if any and/or fails to execute the contract within stipulated period.
  - iii) If L-1 Bidder fails to start the work on scheduled time.
  - iv) In case of failure to execute the work as per mutually agreed work schedule.
  - v) Continued and repeated failure to meet contractual Obligations:
    - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
    - b. On termination of contract.
  - vi) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
  - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
  - viii) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
  - ix) Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
  - x) Contractor fails to renew the securities deposited to the department.
  - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
  - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
  - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.



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xiv) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.

xv) False declarations w.r.t Make in India Order.

xvi) In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.

In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/MHI/CIL/BHEL (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.

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




6. In case CIL/BHEL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL/BHEL may refer the case to MoC/MHI with the approval of Chairman, CIL/Chairman, BHEL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.

This shall be done only in those case where debarment has been done across CIL / BHEL.

7. The debarment shall be for a minimum period of one year and shall be effective for the CIL-BHEL JV. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.
8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

**Note:** "Company" means a company incorporated under company's Act 2013 or under any previous company law.

9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.

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10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or BHEL.
11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or BHEL. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority.
13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.  
  
A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
14. Appellate Authority for debarment orders shall be one level higher to the approving authority limited to the CMD.
15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to Concerned authority of CIL/BHEL/PDIL. Nodal officers shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIPP Portal/CIL/BHEL/PDIL).