

NOTICE INVITING TENDER

FOR

**COAL/PETCOKE/LIMESTONE HANDLING FROM
RAILWAY SIDING TO STORAGE YARD**

OPEN DOMESTIC COMPETITIVE BIDDING

(NIT NO : PNMM/PC-150/E- 4009/NCB)



TALCHER FERTILIZERS LIMITED



**[A JOINT VENTURE OF M/s GAIL (INDIA) LIMITED (GAIL), M/s RASHTRIYA
CHEMICALS & FERTILIZERS LTD. (RCF), M/s COAL INDIA LTD. (CIL),
& M/s FERTILIZER CORPORATION OF INDIA LTD (FCIL)]**

ISSUED BY



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

18.06.2021

	COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARDAT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) MASTER INDEX	PC183/E-4009	0	
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**COAL/PETCOKE/LIMESTONE HANDLING FROM
RAILWAY SIDING TO STORAGE YARDAT
TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)**

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: PNMM/PC183/E-4009/NCB

Dated: 18.06.2021

To,

PROSPECTIVE BIDDERS

SUB: COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD ON LSTK BASIS

Dear Sir/Madam,

1.0 INTRODUCTION:

1.1 GAIL (India) Limited (GAIL), Rashtriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) and Fertilizer Corporation of India Limited (FCIL) have formed a Joint Venture company in the name of Talcher Fertilizers Limited (TFL) hereinafter also referred to as "Owner", intends to set up "COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD ON LSTK BASIS" for its Coal gasification and Ammonia Urea Plant, an integrated fertilizer and chemical complex comprising of Coal Gasification and Gas Purification Unit, Ammonia Synthesis Unit, Urea Plant, along with necessary offsite and utility facilities, within the premises of Coal based Ammonia-Urea Complex of Fertilizer Corporation of India Limited (FCIL) at Talcher Unit, Angul district, in the state of Odisha, India.

1.2 GAIL (India) Limited is a Public Sector Unit under the Ministry of Petroleum & Natural Gas and Rashtriya Chemicals & Fertilizers Limited (RCF) & Fertilizer Corporation of India Limited (FCIL) are two Public Sector Units under the Ministry of Chemicals & Fertilizers and Coal India Limited (CIL) is a Public Sector Unit under the Ministry of Coal, Govt. of India.

1.3 Projects and Development India Limited (PDIL), hereinafter referred to as CONSULTANT on behalf of M/s Talcher Fertilizers Ltd. (TFL), hereinafter referred as OWNER, has the pleasure of inviting bids from eligible domestic bidders to submit Bid ONLINE through Central Public Procurement (CPP) Portal under Single Stage Two Bid System, for the subject works.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF SERVICE/JOB	COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD ON LSTK BASIS	
(B)	TENDER NO. & DATE	PNMM/PC183/E-4009/NCB DATED 18.06.2021	
(B1)	TYPE OF TENDER	OPEN DOMESTIC COMPETITIVE BIDDING	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM <input type="checkbox"/>	TWO BID SYSTEM <input checked="" type="checkbox"/>

(D)	TYPE OF TENDER	<table border="1"> <tr> <td data-bbox="810 208 1038 297">E-TENDER (CPP PORTAL)</td> <td data-bbox="1038 208 1305 297"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="810 297 1038 387">MANUAL</td> <td data-bbox="1038 297 1305 387"><input type="checkbox"/></td> </tr> </table>	E-TENDER (CPP PORTAL)	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER (CPP PORTAL)	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					
(E)	COMPLETION PERIOD	Please Refer Clause 20.0 of SPECIAL CONDITIONS OF CONTRACT.				
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="810 539 1098 618">APPLICABLE</td> <td data-bbox="1098 539 1364 618"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="810 618 1098 707">NOT APPLICABLE</td> <td data-bbox="1098 618 1364 707"><input checked="" type="checkbox"/></td> </tr> </table> <p>Bidders are required to submit declaration for Bid security as per Form F-2 (Refer clause no.16 of ITB)</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>					
NOT APPLICABLE	<input checked="" type="checkbox"/>					
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	CPP Portal(https://eprocure.gov.in/eprocure/app) TFL (http://tflonline.co.in)				
(H)	LAST DATE OF RECEIPT OF BIDDER'S PRE-BID QUERIES	05.07.2021				
(I)	DATE, TIME OF PRE-BID MEETING (Through Video Conferencing)	08.07.2021 at 11:00 Hrs. (IST)				
(J)	BID SUBMISSION START DATE	04.08.2021 at 15:00 Hrs. (IST)				
(K)	BID CLOSING DATE	17.08.2021 at 15:00 Hrs. (IST)				
(L)	BID OPENING DATE	18.08.2021 at 15:00 Hrs. (IST)				
(M)	Address for Communication					
(i)	PDIL	<p>M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)</p> <p>Kind Attention: Mr. P.R.Sahu, Addl. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063</p> <p>E-mail : prsahu@pdilin.com anjali@pdilin.com alam@pdilin.com</p>				
(ii)	TFL	<p>M/s Talcher Fertilizers Ltd. (TFL), C/O GAIL Training Institute, PARC Building, Plot No. 24, Sector-16A, Film City, Noida District – G.B. Nagar, U.P. - 201301</p>				

		Kind Attention : Mr. Amit Kumar Singh (General Manager) Tel No. : +91-120-2518349 +91-120-4097150/199 E-mail : ak.singh@gail.co.in sdasgupta@gail.co.in
(N)	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: Mr. P.R. Sahu, Addl. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063. E-mail : prsahu@pdilin.com
(O)	Contact Person for Site visit	M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha Kind Attention: Mr. Panchanan Halder, General Manager (PE) Tel No. : +91-9999692275 E-mail : phaldar@gail.co.in

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 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. 2.0 (M) of IFB:-
- i) Declaration for Bid Security
 - ii) Power of Attorney
 - iii) Pre-Signed Integrity Pact
 - iv) Original Letter of TPI as per Appendix-I at Section-II
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) 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 2.0 (G) of IFB 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.
- 7.0 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 Clause No. 2 of ITB.
- 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.
- The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 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. 2.0 (G) of IFB. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders who are willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 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 SI No. 2(K) above. Bids through Post/ Fax / E-mail /CD/ any other mode other than that specified in ITB will not be accepted
- 12.0 TFL/PDIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 13.0 Considering the present pandemic situation, relaxation towards submission of bids is attached as Appendix-II

This is not an Order.

Thanking You,


(P.R.Sahu)

Addl. General Manager (M.M)

Projects & Development India Limited

Tel No. : +91-120-2544063

E-mail : prsahu@pdilin.com

PHYSICAL DOCUMENTS (Declaration for Bid Security, POA, IP & Original Letter of TPI)

Tender Document No. : PNMM/PC183/E-4009/NCB dated 18.06.2021

Description : COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD ON LSTK BASIS

Due Date & Time :

From:	To: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mr. P.R.Sahu, Addl. General Manager (M.M)
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- i) (To be pasted on the envelope containing Physical Document i.e. Declaration for Bid Security, Power of Attorney & Integrity Pact)***



SECTION-II

BID EVALUATION CRITERIA

&

EVALUATION METHODOLOGY

SECTION-II

A. BID EVALUATION CRITERIA (BEC)

Bids are hereby invited from competent Domestic Bidders meeting the technical and financial criteria of respective BEC stated hereunder. Evaluation of Techno-Commercial offers shall be carried out for only those bidders who shall meet the BEC

1.0 Technical Criteria:

- 1.1. The bidder must have completed One (01) “**Similar work**” during the last Ten (10) years reckoned from the bid opening date.

“**Similar Work**” shall mean the following:

Design/ Detailed Engineering, Procurement/ Supply, Construction & Erection and Commissioning of:

- i. Coal Handling Plant/System

OR

- ii. Bulk Material Handling Plant/System

OR

- iii. System consisting of Wagon Tippler with RCC Bunker/Hopper/ Track Hopper

The above plant/system as mentioned in i, ii and iii of sl. no. 1.1 above must include Belt Conveyors/Pipe Conveyors of minimum 750 TPH design capacity including all civil, structural, electrical and mechanical works and all other accessories and facilities required to make it complete in all respect on Turnkey/EPC basis.

To meet the Technical Criteria 1.1 above, only single contract is acceptable. In case bidder has completed and completed composite works which includes any of the qualifying works(s) stated above, then value of such qualifying works out of the total value of composite works shall be considered for the purpose of qualification

- 1.2. The said “**Similar Work**” referred at 1.1 above must have been in operation for at least one (01) year from the Date of Acceptance/Commissioning of the works.
- 1.3. Applicability of Policy for providing preference to Domestically manufactured Iron & Steel products.

Bidder should have minimum prescribed domestic value addition requirement in line with the Domestic Manufactured iron & Steel Policy (DMI & SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit from the domestic manufacturers of such Iron & steel products as per the Form-I enclosed with the policy documents.

A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per attached format (Form F-29).

If a bidder does not submit above affidavit/ undertaking as per format, the offer of bidder shall be rejected.

Notes for 1.1 above:

- i. Job Completed by a Bidder for its own plant / project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job completed for Subsidiary / Fellow subsidiary / Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- ii. The bidder must submit the completion certificate / acceptance certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work/ supply in all aspects.
- iii. Only documents (Work order, completion certificate, execution certificate etc.) which have been referred / specified in the bid shall be considered in reply to the queries during evaluation of bids.
- iv. In case more than one contract/order/agreement/DLOA are emanating against same tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.
- v. Experience of bidder acquired as a sub-contractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.

2.0 Financial Criteria:

- 2.1 The Annual Turnover of the bidder in any one of the last three (03) preceding financial years should be at least INR 55.35 Crore.
- 2.2 Net Worth of the Company should be positive as per last audited financial year.
- 2.3 The Bidder should have minimum working capital equal to INR 11.07 Crore as per last audited financial year. However, if the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having Net Worth of the bank not less than Rs. 100.0 Crore (or equivalent USD, confirming the availability of line of credit for INR 11.07 Crore. The line of credit from bank shall be submitted strictly as per prescribed format.

"Notes for 2.1, 2.2 & 2.3"

Annual Turnover: In case of tenders having the due date for submission of bid up 30th September of the relevant financial year, and, if audited financial results of the immediate three (03) preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of

the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (3) preceding financial Years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial statement of any one of the preceding 3 financial years, the same shall suffice.

Net Worth & Working Capital: In case of tenders having due date for submission of bid up to 30th September of the relevant financial year and, if audited financial results of the immediate preceding financial years is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net Worth / Working capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, Bidder has to compulsorily submit the audited financial result for the immediate preceding financial year.

3.0 General Notes (for both Technical BEC and Financial BEC):

Exchange rate for conversion of currency for evaluation of documents relating to BEC:

Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in a currency other than INR, shall be as follows:

- a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date award of order / contract submitted by bidder.
- b) **BEC (Financial)**
 - (i) **For Annual Turnover:** The average of Bill Selling (Foreign Exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
 - (ii) **For Net Worth & Working Capital:** The Bill Selling (Foreign Exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.
- c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

4.0 BEC for START – UPS:

The Technical and Financial BEC as stipulated above shall also be applicable for start-ups. However, the Startups are exempted from submission of EMD. For availing the relaxation of EMD, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

5.0 Documents to be submitted for compliance to BEC

(i) Technical criteria of BEC:

To meet the criteria 1.1 above, Bidder must submit Copy of Detailed Letter of Acceptance (DLOA) / Work Order / relevant extract of work Order / Contract Agreement along with detailed scope of work and Completion / Acceptance Certificate reckoned from date of Acceptance / Commissioning of Works.

Further, to meet the criteria 1.2 above a certificate in respect of minimum one year successful operation of the Plant / System from the date of acceptance / commissioning of work issued by the Owner/End user shall be submitted.

The Detailed Letter of Acceptance (DLOA) / Work Order / Contract Agreement must clearly indicate nature of Work, Period and contract value. Similarly, the Completion Certificate / Acceptance Certificate must clearly indicate reference of relevant work order/DLOA/Contract Agreement, Name of Work, Contract Value, Completed order value and date of completion.

Further, to meet the criteria 1.3 above, Bidder shall submit affidavit from the domestic manufacturers of such Iron & steel products as per the Form-I enclosed with the policy documents. A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per prescribed format.

(ii) Financial criteria of BEC:

(a) To meet the criteria for Sr. No. 2.1, Bidder shall submit the Audited Financial Statements of the company for any one of the preceding three (03) financial years whichever meets the annual turnover criteria.

(b) To meet the criteria for Sr. No. 2.2, Bidder shall submit the last Audited Financial Statement alongwith "Details of Financial Capability of the Bidder" in prescribed format duly signed and stamped by Chartered Accountant.

(c) To meet the criteria for Sr. No. 2.3, Bidder shall submit the last Audited Financial Statements along with (i) Bank's Letter (if applicable) and (ii) "Details of Financial Capability of the Bidder" in prescribed format duly signed and stamped by Chartered Accountant along - with Bank's letter for 2.3 (if applicable).

(d) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs. 100 Crores (or equivalent USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per prescribed format.

For 5 (ii) above, the "Notes for 2.1, 2.2 & 2.3" under 2.0 (Financial Criteria of BEC) Shall apply

(iii) Bidder shall submit Checklist as per prescribed format (F-30) in respect of documents to be submitted by bidder towards BEC

6.0 Authentication of documents submitted against BEC:

(I) All documents in support of “Technical Criteria” of Bid Evaluation Criteria (BEC) furnished by the bidders shall be verified and certified by any one of the following independent third party inspection agency (as per prescribed format):

1. Société Générale de Surveillance (SGS)
2. Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
3. International Certification Services (ICS)
4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
5. DNV GL
6. TÜV Rheinland (India) Pvt. Ltd.
7. TÜV SÜD South Asia Pvt. Ltd.
8. TÜV India Pvt. Ltd. (TÜV Nord Group)
9. Intertek India Pvt. Ltd.
10. Moody International (India) Pvt. Ltd.
11. RINA India Pvt. Ltd.
12. Tata Projects Ltd.
13. Competent Inspectorate and Consultants LLP
14. 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 BEC as per the prescribed format.

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.

(II) For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), copy of audited annual financial statements submitted with bid shall be duly certified / attested by Notary Public with legible stamp. Further, bidder shall submit “Details of financial capability of Bidder” in prescribed format duly signed and stamped by a Chartered Accountant/ Certified Public Accountant (CPA).

Note: In case, bidder submits ‘Details of financial capability of bidder’ in prescribed format in support of financial criteria of BEC duly signed and stamped by its Statutory Auditor, authentication of audited financial statements as mentioned above may not be necessary.

B. EVALUATION METHODOLOGY

The subject work is indivisible and complete work shall be awarded to successful overall lowest bidder as per evaluation methodology described below. In other words, evaluation of bids shall be done on overall L-1 basis considering all applicable taxes & duties including GST as under:

The Evaluation methodology shall be arrived as per following:

a) TOTAL LUMPSUM TURNKEY (LSTK) PRICE/ TOTAL CONTRACT PRICE

The TOTAL LSTK PRICE / TOTAL CONTRACT PRICE (Including all taxes, duties, levies and GST) as derived from the SCHEDULE OF PRICES.

b) NPV OF TOTAL WORKS COST

Bidder shall furnish the Guaranteed Consumption Figures for Power. The differential Works cost (in comparison to Bidder quoting the lowest Works Cost) considering 330 stream days per year will be calculated and will be discounted at discount rate of 10.0% p.a. for a period of 25 years of operation starting from Preliminary Acceptance.

The NPV of differential works cost (Power) so obtained on achieving Preliminary Acceptance (22 months) shall be further discounted at the rate of 10.0% p.a. to arrive at present value i.e. month zero. Total works Cost loading for entire PLANT/SYSTEM is to be considered in evaluation.

To summarize the above, the evaluated cost shall be ascertained as per following:

(a) Quoted LSTK PRICE/TOTAL CONTRACT PRICE:

Plus (+)

(b) NPV of Total Works cost (Power)

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.:

Date :

To,

Talcher Fertilizers Limited.

.....
.....
.....

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref : Tender no. for

M/s.having Registered office at.....intend to participate in above referred tender of Talcher Fertilizers Limited having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar-751014.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) 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.....

SECTION-III

INSTRUCTION TO BIDDERS

**[TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)]**

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Tender document issued by Employer. Employer/Owner/TFL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in Section-VI-3.0 of the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 Provision for procurement from a bidder which shares a land border with India has been attached as **Annexure-VII** herewith.
- 2.2 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.3 The Bidder is not put on 'Holiday' by TFL or any of the JV partner of OWNER (viz. GAIL, RCF, CIL, FCIL) or Public-Sector Project Management Consultant (like PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid or during the process of evaluation of bids. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partner of OWNER viz. GAIL, RCF, CIL, FCIL.

If the Tender documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to TFL/PDIL by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

2.4 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to TFL/PDIL by the bidder.

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.5 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.6 Deleted.

2.7 Pursuant to qualification criteria set forth in the Tender document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.8 **Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (I) In case of a single Bidder, the power of Attorney shall be issued as per the constitution of the bidder as below:
 - a) **In case of Proprietorship:** By Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner.
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
 - d) **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.

The Power of Attorney should be valid till award of contract/order to successful bidder.

3 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**

NOT APPLICABLE.

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, TFL/PDIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works 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 the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against TALCHER FERTILIZERS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – TENDER DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

7.1 The contents of Tender documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB], Annexures, Forms & Formats

- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work & Technical Specifications
- Section-VII : Price Schedule/ Schedule of Rates

*'Request for Quotation', wherever applicable, shall also form part of the Tender document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender documents. The "Request for Quotation [RFQ] and/or Invitation for Bid (IFB)" with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender documents or submission of a Bid not substantially responsive to the Tender documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender documents may notify TFL in writing or through CPP Portal (<https://eprocure.gov.in/eprocure/app>) or email at PDIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. TFL/PDIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. TFL/PDIL may respond in writing to the request for clarification. TFL/PDIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on the websites at Clause No. 2.0 (G) of IFB and communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender documents by amendment / corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB. Bidders, in their own interest, are advised to regularly check the websites for any amendment/Corrigendum/Addendum. Bidders have to take into account all such amendment / corrigendum before submitting their Bid.
- 9.3 The Employer, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment / corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and TFL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. **DOCUMENTS COMPRISING THE BID**

11.1 Bidders are requested to refer instructions for participating in E-Tendering and the ready reckoner for bidders available in <https://eprocure.gov.in/eprocure/app>. Bids submitted manually shall be rejected.

The bids must be submitted on E-tendering website of CPP portal (<https://eprocure.gov.in/eprocure/app>) comprising following documents:-

11.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (c) 'Bidder's General Information', as per 'Form F-1'.
- (d) Copies of documents, as specified in tender document
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (g) 'Agreed Terms and Conditions', as per 'Form F-5'
- (h) 'Acknowledgement cum Consent Letter', as per 'Form F-6'
- (i) Copy of Power of Attorney as per 'F-13'/copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.8 of ITB(Original to be submitted physically).
- (j) Copy of Declaration for Bid security in original as per Clause 16 of ITB (Original to be submitted physically)
- (k) All forms and Formats including Annexures
- (l) 'Integrity Pact' as per 'Form F-15'
- (m) 'Indemnity Bond' as per 'Form F-16'
- (n) Declaration by bidder towards Minimum Local Content as per 'Form-I of Annexure-V'
- (o) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form 1 and Form-2 attached with Annexure VII
- (p) Tender Document along with all Amendments/Corrigendum/Addendum, if any, duly signed/ digitally signed by the Authorized Signatory.
- (q) Additional document specified in Bidding Data Sheet (BDS).
- (r) Any other information/details required as per Tender Document

Note:

1. All the pages of the Bid must be signed/ digitally signed by the "Authorized Signatory" of the Bidder.
2. Forms F-4 and F-14 are not to be filled up at this stage as these will be executed only with successful bidder. However, bidders to be participated in this tender shall produce an acknowledgement regarding acceptance of prescribed format without any deviations at Sr. No. 22 of 'Agreed Terms & Conditions as per F-5' & same shall be produced in case they emerge as successful bidder.

11.1.2 **PART-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the Tender documents. TFL/PDIL shall not be responsible for any failure on the part of the bidder to follow the instructions.

- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
 - iii) 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.
 - iv) 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.
 - v) 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.
- 11.2 Bidders must submit the original "Declaration for Bid security, Power of Attorney, Integrity Pact and TPI letter as specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.
- 11.3 The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to be uploaded in CPP portal.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Tender documents, the Contract shall be for the whole works as described in Tender documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]"/"BOQ" enclosed as part of Tender document. If there is any variation in item description, unit or quantity vis-à-vis SOR format of Tender Document; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in SOR under column for GST.

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the expiry of contract period, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration number in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable
- 13.2 Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue tax Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, TFL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of TFL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for a period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.
- 13.4 For statutory variation in **GST (CGST & SGST/UTGST or IGST)**, please refer clause no. **13.0 of SCC (Section V of NIT)**
- 13.5 TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of Tax Invoices as per format specified in rules/ regulation of GST, subject to any statutory variations, except variations arising due to change in turnover.
- 13.6 TFL will prefer to deal with registered contractors under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (**CGST & SGST/UTGST or IGST**) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue).
- 13.7 In case TFL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where TFL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and TFL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to TFL or ITC with respect to such payments is not available to TFL for any reason which is not attributable to TFL, then TFL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by TFL to Contractor.

13.8 RECONCILIATION BETWEEN GSTR2A AND INPUT TAX CREDIT

Supplier shall ensure timely submission of correct e-Invoice(s)/invoice(s), as per GST rules/regulation, with all required supporting document(s) within a period specified in Contract to enable TFL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Bidder with requisite details.

If input Tax credit is not available to TFL for any reason not attributable to TFL, then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff/ recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Bidder under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority/ any equivalent government agency brings to the notice of TFL that the Bidder has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Bidder shall be put under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Bidders. This action will be in addition to the right of recovery of financial implication arising on TFL.

- 13.9 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 Bidder has filed the valid return in accordance with the provisions of the GST act and the rules made thereunder. If, input 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 GST claimed in invoice and shall be entitled to deduct /setoff/ recover such GST together with all the penalty and interest if any, against any amount 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 putting under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Bidders.

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Contractor may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by TFL. Further, in case rating of bidder is negative / black listed after award of work, then TFL 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 TFL.

13.12 The Contractor shall mention the particulars of Talcher Fertilizers Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of Talcher Fertilizers Limited are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

13.13 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters zero GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids. In case GST column is left blank in the SOR, the quoted prices shall be considered as "Inclusive of GST" and evaluation shall be done accordingly.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, TFL shall place orders.

13.14 The CONTRACTOR confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its SCHEDULE OF RATES. In case, CONTRACTOR has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and 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.

13.15 Wherever TDS under GST Laws has been deducted from the Tax invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services>User Services>View/Download Certificates option).

13.16 Provision w.r.t. E- Invoicing requirement as per GST laws

Contractor(s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by TFL as no ITC is allowed on such invoices.

Therefore, all the payments to such contractor who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Contractor with requisite details.

If input tax credit is not available to TFL for any reason attributable to contractor (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the contractor under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Contractor as per format enclosed at Form F-29 along with documents for release of payment.

13.17 Provision w.r.t. TCS on Sale of Goods under section 206 C (1H) of Income Tax Act (Applicable only in case of procurement of Goods)

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from TFL.

TFL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to TFL.

13.18 Provision w.r.t. TDS on Purchase of Goods under section 194Q of Income Tax Act

1. TDS as applicable will be deducted by TFL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.
2. Since TFL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to Rs. 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for period specified in BDS from the final due date of submission of bid'. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid

16 DECLARATION FOR BID SECURITY

- 16.1 Bid must be accompanied with Declaration for Bid Security, as per Form (F-2(Rev.1)). Bid not accompanied with Declaration for Bid Security or Declaration for Bid Security not in requisite format shall be liable for rejection.
- 16.2 Notwithstanding anything contained herein, the Bidder will be put on watch list/holiday/banning list (as per polices of TALCHER FERTILIZERS LIMITED in this regard) in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead the Bidder to be put on watch list/holiday/ banning list(as per polices of TALCHER FERTILIZERS LIMITED in this regard).
 - (e) In case of Cartelization of bid
 - (f) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA] / Detailed Letter of Acceptance [DLOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"

17. PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held through video conferencing only. The bidder shall send the list of representatives (not more than two) with their email IDs (on which meeting link will be sent) who wishes to attend the Pre Bid meeting to PDIL, at least two days before the scheduled Pre-bid meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on websites as mentioned at Clause No. 2.0 (G) of IFB. Any modification of the Contents of Tender documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 Digitally signed documents to be uploaded as detailed in addendum to ITB.

17 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Tender documents" may lead to rejection of bid. TFL will accept bids based on terms & conditions of "Tender documents" only. Bidder may note TFL will determine the substantial responsiveness of each bid to the Tender documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender documents without deviations or reservations. TFL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. TFL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- a) Bidder not meeting Bid Evaluation Criteria as per Tender Document
 - b) Firm Price
 - c) Declaration for Bid Security
 - d) Specifications & Scope of Work
 - e) Schedule of Rates / Price Schedule / Price Basis
 - f) Duration / Period of Contract/ Completion Period
 - g) Payment Terms
 - h) Period of Validity of Bid
 - i) Integrity Pact
 - j) Mutually Agreed Damages
 - k) Overall ceiling on total liability
 - l) Contract Performance Security

- m) Guarantee / Defect Liability Period
- n) Arbitration / Settlement of Dispute
- o) Governing laws, language & measures
- p) Force Majeure
- q) Undertaking forms, Form I & II of Annexure VII for provision for procurement from a bidder which shares a land border with India
- r) Bidder quoting less than 20% as minimum Local content (as per make in India PPLC policy)
- s) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

18 E-PAYMENT

OWNER has initiated payments to Suppliers and Contractors through RTGS / NEFT. The successful bidder should give the details of his bank account as per the E-Banking Mandate Form (F-12).

[D] – SUBMISSION OF BIDS

19 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 Bids shall be submitted through e-tender mode on CPP portal (<https://eprocure.gov.in/eprocure/app>) in the manner specified elsewhere in tender document.
- 21.2 All the original/hard/physical copy of bids shall be addressed to the Consultant at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

20 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 Bids must be submitted through e-tender mode on CPP portal not later than the date and time specified in the BDS (Bidding Data Sheet).
- 22.2 OWNER may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of OWNER and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on website as mentioned in Clause No. 2.0(G) of IFB / communicated to the bidders.

21 LATE BIDS

CPP Portal (eprocure.gov.in) shall close immediately after the due date for submission of bid and no bids can be submitted thereafter unless the due date extended further. E-mail offers or offers submitted in physical/hard copy sent directly will not be considered and shall be rejected.

In case Bid bond/physical documents have been received but the bid itself has not been uploaded in CPP portal (<https://eprocure.gov.in/eprocure/app>), such bid bond/ physical documents shall be returned immediately to the address of sender appearing on the envelope.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in rejection of Bid.
- 21.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 21.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

TFL 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 or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for TFL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which TFL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Unpriced Bid Opening:

PMC/TFL will open bids, in the presence of bidder's designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidder's representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

- 26.2.1 PMC/TFL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidder's representative who is present shall sign a register evidencing their attendance and may be required to be present on short notice. However, bidders can log onto CPP portal at the designated date & time to view the status of price bids.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. The Price bids for acceptable bidder shall be opened by OWNER/PMC.

26.3 **Deleted**

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 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 Employer will determine whether each Bid:

- (a) Meets the "Bid Evaluation Criteria" of the Tender documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Declaration for Bid Security';
- (d) Is substantially responsive to the requirements of the Tender documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 DELETED.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned under Section-II of Tender documents.

33 DELETED

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking, Local Content (PP-LC) bidders and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

TFL intends to place the order/contract directly on the address from where Goods are produced / dispatched or Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by OWNER either by E-mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on OWNER and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The Detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. OWNER may choose to issue Notification of Award in form of Detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of Detailed Letter of Acceptance only.

36.2 The "Notification of Award" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-37". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38".

36.3 The Order/ contract value mentioned above is subject to Mutually Agreed Damages clause.

37 SIGNING OF AGREEMENT

37.1 OWNER will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of issuance of the same, shall sign and return the acknowledged copy to OWNER.

37.2 The successful Bidder/Contractor shall be required to execute 'Contract Agreement' in the prescribed format given in this Tender Document (Form F-11) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of issuance of "Notification of Award i.e. Fax of Acceptance (FOA)" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of Security Deposit and putting the bidder on watch list/holiday/ banning list (as per polices of TALCHER FERTILIZERS LIMITED in this regard).

38 CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD)

38.1 Within 30 days of the issuance of Notification of Award i.e. Fax of Acceptance (FOA) by OWNER, the successful bidder shall furnish the Contract Performance Security (CPS). The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee as per Format "F-4" and shall be in the currency of the Contract.

38.2 The CONTRACT PERFORMANCE SECURITY shall be for an amount equal to 3% of total contract value towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and shall be put on watch list/holiday/ banning list (as per polices of TALCHER FERTILIZERS LIMITED).

38.4 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security.

38.5 The CPS has to cover the entire contract value including extra works also. As long as the CPS submitted at the time of award take care of the extra works executed and total executed value is within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.6 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.

38.7 The Contractor will also submit covering letter along with CPS as per format at F-4.

38.8 Please also refer 8.0 of GCC of NIT.

38.9 The Bidder shall submit the "Undertaking regarding submission of Contract Performance Security within stipulated time line" as per Form F-28 with their bid.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Annexure-I

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc. and/or on other grounds as mentioned in OWNER's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by OWNER, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by OWNER, such decision of OWNER shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Deleted.

40.2 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- i. Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in>)

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.3 If against an order placed by OWNER, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.5 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

41 DELETED

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- 43.4 MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement

44. **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

45. **DISPUTE RESOLUTION MECHANISM**

1.0 CONCILIATION

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, TFL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from TFL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and TFL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of TFL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3.0 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

4.0 DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations , such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no. 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 **DELETED**

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49. **QUARTERLY CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, OWNER has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

50 **PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS]**

As mentioned in Section-II, Technical and Financial BEC shall be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise].

For availing the relaxation in EMD, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry specifying the goods/ job domain wherein they are registered for. Further, the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) and notary public with legible stamp.

In case the certificate of DPIIT towards recognition does not specify the goods/ job domain, startups are required to submit the documents for the same including the application submitted to DPIIT

Further, above document should also be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If a Startup emerge lowest bidder, the DLOA on such Startup shall be placed for entire tendered quantity quantity/group/item/part (as the case may be). However, during the Kick off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

51 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS MAD (MUTUALLY AGREED DAMAGES)**

As mentioned in GCC, MAD is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per MAD clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable MAD amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, OWNER will release the payment to supplier/ contractor/ service provider after giving effect of the MAD clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on OWNER due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. OWNER shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by OWNER in future to the Supplier/Contractor under this contract or under any other contract.

52 **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC).**

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure V to ITB herewith.

53 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA.

The clause regarding provision for procurement from a bidder which shares a land border with India is enclosed as Annexure-VII to ITB herewith.

54 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 along with amendment addition to the Policy vide Gazette notification dated 31.12.2020 is enclosed as Annexure-VIII to NIT herewith.

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of TFL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the TFL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, action shall be initiated as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by Corporate C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the following with copy to concerned F&A:

- (i) For Projects cases: concerned Project Managers in case of Purchase Orders and concerned Construction-in Charge (where PMC is EIC)/ Engineer-in-Charge (EIC) in case of Contracts

- (ii) For other than Projects cases: concerned Dealing officer in case of Purchase Orders and concerned Engineer-in-Charge (EIC) in case of Contracts.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, TFL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

However, no suspension of contract/ order will be initiated in Exceptional Cases mentioned at Clause no. B.2.3.

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in TFL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	02 years
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:	

	(i) Repeated once	7 years (in addition to the period already served)
	(ii) Repeated twice or more	15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by TFL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department.

Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from TFL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of TFL and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/
SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge would recommend for continuation or discontinuation of such party from the business of TFL.

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

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years. Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.**

- (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**
 - (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 34.2.3 of GCC-Consultancy)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

- (b) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

- (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

- (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 34.2.3 of GCC-Consultancy)

(d) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(e) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(f) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is "FAIR":

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened
- 6.3.3 After opening of price, the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to TFL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

In case after price bid opening the overall lowest evaluated bidder is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

11. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of TFL that the Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Contactor shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.

**TALCHER FERTILIZERS LIMITED
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

TALCHER FERTILIZERS LIMITED
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
 Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Marks	Delivery Period/ Completion Schedule	Delay in Weeks	Marks
	a) Upto 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 12 weeks	20
		" 16 weeks	15
		More than 16 weeks	0
	b) Above 3 months	Before CDD	40
		Delay upto 4 weeks	35
		" 8 weeks	30
		" 10 weeks	25
		" 16 weeks	20
		" 20 weeks	15
		" 24 weeks	10
		More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

	For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
	i) Rejection/Defects	10 marks
	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	
marks	ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature
		0 5 marks 10-25 marks
	iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2
		5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks

ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

INSTRUCTIONS FOR SUBMISSION OF BID ONLINE THROUGH CPP PORTAL

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

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

2. **REGISTRATION**

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- ii. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Bidders are advised to make ensure the accessibility & availability of java software in their system (PC) either download & install the latest version of java software or click on the below link to install the java in their system prior to proceed further.
<https://www.oracle.com/technetwork/java/javase/downloads/index.html>
- v. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vii. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. **SEARCHING FOR TENDER DOCUMENTS**

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

5. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder should submit Declaration for Bid security strictly as per format Form F-2 provided in the NIT. Otherwise the uploaded bid will be rejected.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard SOR format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the SOR file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the SOR file is found to be modified by the bidder, the bid will be rejected.
- v. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.0	The Invitation for Bid/ Tender is for COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD AT TALCHER, ODISHA (INDIA) The Employer/Owner is: Talcher Fertilizers Limited				
3	BIDS FROM CONSORTIUM / JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">✗</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				
B. TENDER DOCUMENT					
8.1	For clarification purposes only, the communication address is: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India) Kind Attention: Mr. P.R.Sahu, Addl. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063 E-mail : prsahu@pdilin.com anjali@pdilin.com alam@pdilin.com				
C. PREPARATION OF BID					
11.1.1	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) as detailed in 11.1.1 of ITB				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 06 (Six) months from final 'Bid Due Date'.				
16.1	Declaration for Bid Security				
D. SUBMISSION AND OPENING OF BIDS					
22.3 and 4.0 of IFB	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India)				

26	The bid opening shall take place at: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India)				
E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay <table border="1" data-bbox="687 517 1243 663" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✘</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> </table>	APPLICABLE	✘	NOT APPLICABLE	✓
APPLICABLE	✘				
NOT APPLICABLE	✓				
F. AWARD OF CONTRACT					
37	State of which stamp paper is required for Contract Agreement : Uttar Pradesh (U.P.) / State where Bidder's Corporate or Registered Office is located.				
38	Contract Performance Security (CPS)/ Security Deposit <table border="1" data-bbox="448 898 1110 1055" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✘</td> </tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit shall be @ 3% of TOTAL LSTK PRICE/TOTAL CONTRACT PRICE (exclusive of GST).</p>	APPLICABLE	✓	NOT APPLICABLE	✘
APPLICABLE	✓				
NOT APPLICABLE	✘				
40	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="448 1346 1110 1496" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">✓</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">✘</td> </tr> </table>	YES	✓	NO	✘
YES	✓				
NO	✘				
41	Provision of AHR item: <table border="1" data-bbox="448 1637 1110 1794" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✘</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> </table>	APPLICABLE	✘	NOT APPLICABLE	✓
APPLICABLE	✘				
NOT APPLICABLE	✓				

49	Quarterly Closure of Contract <table border="1" data-bbox="448 255 1110 409"> <tr> <td data-bbox="448 255 783 331">APPLICABLE</td> <td data-bbox="783 255 1110 331">✓</td> </tr> <tr> <td data-bbox="448 331 783 409">NOT APPLICABLE</td> <td data-bbox="783 331 1110 409">✗</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓				
NOT APPLICABLE	✗				
Clause no. 31.1.4 of GCC	Bonus for Early Completion <table border="1" data-bbox="448 524 1110 678"> <tr> <td data-bbox="448 524 783 600">APPLICABLE</td> <td data-bbox="783 524 1110 600">✗</td> </tr> <tr> <td data-bbox="448 600 783 678">NOT APPLICABLE</td> <td data-bbox="783 600 1110 678">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				
50	Applicability of BEC relaxation relating to Startups: <table border="1" data-bbox="448 766 1110 920"> <tr> <td data-bbox="448 766 783 842">APPLICABLE</td> <td data-bbox="783 766 1110 842">✗</td> </tr> <tr> <td data-bbox="448 842 783 920">NOT APPLICABLE</td> <td data-bbox="783 842 1110 920">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				

Annexure-V

**PUBLIC PROCUREMENT
(PREFERENCE TO MAKE IN INDIA), ORDER 2017**

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: 16th 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.

.....Contd. p/2

'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-paras 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.

- 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:
 - i. 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;
 - ii. 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);
 - iii. 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:

- a. 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.
- 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 '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.
- c. 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

- i. 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.

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,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. 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.

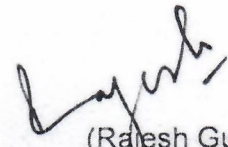
16. Standing Committee: A standing committee is hereby constituted with the following membership:

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
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. 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
 - f. 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
 - g. 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 1st 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.



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PREAMBLE TO SCHEDULE OF RATES

1. The "Schedule of Rates (SOR)" will be in Excel format (password protected) and will be 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 SOR format is provided in a spread sheet file (BoQ_xxx.xls). The rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The SOR template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.
3. Bidder shall quote all Prices in INR only.
4. SOR consists of following three sheets:
 - Annexure A: Schedule of Rates containing Total Lumpsum Turnkey Price & GST
 - Annexure-B: Guaranteed Consumption Figures
5. It is mandatory to quote prices in SOR and fill up figures in Annexure-A & Annexure-B listed in Para 4.

It will be the responsibility of the contractor to quote for all Materials/ Equipments/Services/Civil & Structural Works etc. as per scope of work defined in NIT.
6. CONTRACTOR shall be responsible for payment of all taxes, duties and levies as applicable on performance of WORK under CONTRACT and shall be included in the quoted TOTAL LSTK PRICE/TOTAL CONTRACT PRICE.
7. A copy of SOR, with prices/figures completely blanked out but with the word "QUOTED" in all columns is to be uploaded along with the unpriced bid, as a confirmation of price/data quoted against each head.

**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
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-I.

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

Annexure-VIII



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

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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 बरीयता 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 बरीयता 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 (एम 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 शेडों 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 शिक्कायत 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 उमें 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 बरीयता 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 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।
- 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 किमी 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/उमसे 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 अध्वधीन 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) 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 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 (मिंतंबर 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 डी 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 मानीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एम पी नीति के अंतर्गत सभी लागू एजेंसियां इस नीति का कार्यान्वयन मुनिश्चित 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 एम पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

परिशिष्ट क - धरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम धरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोलड, 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 रोलड (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 का 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 ऍंठा हुआ क्वाडल में बार्स और रॉड, हॉट रोलड	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 रोलड, 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 रोड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेप और सेक्शनस	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 रोलड इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोलड इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रोड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शनस	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 ढूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ढूब पाइप और होलो प्रोफाइल, मीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ढूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिमकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ढूब, 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 ढूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ँंठा 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 ँंठा हुआ क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	15%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रोड्स	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 स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे त्रिचूतीय 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, ग्रेपनेल्म 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 पार्ट्स	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 फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एम 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 वियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हार्ड 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 वियेरिंग, ट्रिप्लर्स, ट्रांसफर कार, टॉर्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्लर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रीयल क्रशर्स, ग्राइनिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%

3	कोक अवेन	कोक ओवन मिलिका रिफेक्टरी, एन्क्रेज सिस्टम, ब्रंच तरडन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, बाल बॉक्स, ए पी लिड, चार्जिंग और इन्स्पेक्शन होल लिड एंड फ्रेम रिचर्सिंग मंकेनिजम, केंद्रीकृत लूत्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्क्रिप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिचर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टेटिक तार प्रेमिपिटेटर, H ₂ S, NH ₃ और नपथलिन स्कूब्वर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिक्व पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिक्लेटर्स	50%
5	सिंटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्पोकेट एंसेम्बली कब्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और गिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एंसेम्बली, सिंटर मशीन का ड्राइव एंसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्पोकेट एंसेम्बली कब्ड रेल, स्लाइड रेल, रनिंग रेल बरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एंसेम्बली, इनडूरेटिंग मशीन का ड्राइव एंसेम्बली, 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 किल्लिंग प्लांट प्रणाली, इसके बाइस-पास वाल सहित टॉप रिक्वरी टूबाइन सिस्टम, डि-ब्रिक्किंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइनिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एंसेम्बली, वेस्ट हीट रिक्वरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एन्व ब्रंडन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्चार्ज, 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 ₂ रिमूवल प्लांट	50%
9	वेमिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सम्पेशन प्रणाली, ट्रनिअन 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, हॉट 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 आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी इस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टैंड, स्टैंड कूलिंग स्टेक इन्स्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिवेशन सिस्टम, स्क्रबिंग टोवर सेल - वेट गैस क्लीनिंग सिस्टम, डॉंग हाउस लेडल ड्रायर, लेडल	50%

		प्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, म्लग रिट्रैनिंग उपकरण	
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फर्नेस लोवर सेल, अपर सेल और रूफ, टिल्टिंग प्लेटफार्म, फर्नेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोड रेगुलेशन प्रणाली, हाइड्रोलिक सिस्टम, रिफैक्ट्री, लेवल I एंड II आटोमेशन सिस्टम के पार्ट्स। एल एफ - वाटर कूल्ड लेडल रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगुलैटिंग सिस्टम, वायर फिडिंग सिस्टम, बोटम इनडरट गैस स्ट्रिंग 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, रिफैक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, बेक्यूम वेमेल, वेमेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिंग 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, रिफैक्ट्री 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, डिडिक्टिंग हूड, रिफैक्ट्री, 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 क्लिक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्रावल एंड स्ट्रेघटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेबरर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफैक्ट्रीज, स्ट्रेड गन्डे सेगमेंट, टनडिश, लाइले कवर, रोलर टेबल एंड आक्सीलिरिज, माल्ड एंड सेगमेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	फ्लेट मिल	लार्ज कास्टिंग एंड फाजिग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, इंड स्पिडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाडलर/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	मिलम 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, tippers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tippers, 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 ₂ S, NH ₃ & 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 ₂ 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 arc furnace	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 ₂ 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, Deducing 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

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असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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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

आईडीडी 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>खंड 1.3:</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>खंड 1.3:</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>खंड 2.13:</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 अनुरूपहोगी 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 घरेलूमूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p>खंड 2.13:</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>3 खंड 5.1.5</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>खंड 5.1.5</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>4 खंड 5.1.6</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>खंड 5.1.6</p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का परिशिष्ट-क) का खरीद मूल्य 5लाख 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>5 खंड 7.2</p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजककीमत) 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>खंड 7.2</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>6 खंड 7.3</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>खंड 7.3</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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II 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>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</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>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</p> <p>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</p> <p>6.9.1 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>6.9.2 क्रय इकाईयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तों, 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>6.9.3 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>6.9.4 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>6.9.5 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>खंड 6.10: 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 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. कम की चौड़ाई का 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 ऎंठा हुआ क्वाइल 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 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 रोल इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल 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 रोड, हॉट रोल्ड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रोड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रोड्स	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 प्रीफेब्रिकेटिड 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 स्टैंडिड 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 फ्लेट 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 वामर्स 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 उसकेपार्ट्स	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 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 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 31st 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	<p><u>Clause 1.3:</u> 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.</p>	<p><u>Clause 1.3:</u> 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.</p>
2	<p><u>Clause 2.13:</u> 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.</p>	<p><u>Clause 2.13:</u> 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.</p>

3	<p>Clause 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.</p>	<p>Clause 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. <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>Clause 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.</p>	<p>Clause 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&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>Clause 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.</p>	<p>Clause 7.2: 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>Clause 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.</p> <p>For iron and steel products</p> <p><u>% domestic value addition</u></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant-----</i> <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p> <p>For capital goods</p> <p><u>% domestic value addition</u></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant</i> <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p>	<p>Clause 7.3: 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>For iron and steel products & capital goods</p> <p><u>% domestic value addition</u></p> <p><i>Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)</i> <i>----- X 100 %</i></p> <p><i>Total value of the item to be procured / sold</i></p>

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>Clause 5.1.13: No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron & steel products (Appendix- B of the DMI&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>Clause 6.9: Specifications in Tenders and other procurement solicitations:</p> <p>6.9.1 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>6.9.2 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>6.9.3 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>6.9.4 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>6.9.5 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>Clause 6.10: 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&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.

Relaxation on account of Covid-19 pandemic

Appendix-II

The corresponding clauses/provisions/guidelines in the existing tender document stand superseded by below mentioned clauses.

1. Authentication of documents pertaining to BEC, etc: Bids shall be evaluated based on the self-certified documents submitted by Bidders. The authenticated documents will be submitted by bidder, on whom order/ contract is placed, after normalization of situation. An undertaking (as per modified proforma attached Annexure-1) to this effect shall be submitted by bidder in Bid.
2. Submission of original Integrity Pact (IP) and Power of Attorney (POA): Bidder(s) shall upload/submit scanned copy of Integrity Pact (IP) and Power of Attorney (POA) in their bids. The same shall be considered for evaluation of bid. The original Integrity Pact (IP) and Power of Attorney (POA) will be submitted by successful bidder(s) after normalization of situation.
3. Affidavit / certified documents regarding Domestic Value Addition as per extant Policy to provide Preference to Domestically Manufactured Iron and Steel Products and other Preference Policies (i.e. PPP for MSEs, PP-LC, DMEP, etc.), if applicable:

Bidder will submit self-certified document as per prescribed proforma / provision of policy and undertaking (as per modified proforma attached Annexure-1) along with bid.

The Affidavit of Self Certification in original and / or the certification from statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant regarding Domestic Value Addition as per extant Policy to provide Preference to Domestically Manufactured Iron and Steel Products and other Preference Policies (i.e, PPP for MSEs, PP-LC, DMEP, etc.) in vogue will be submitted by bidder, on whom order/ contract is placed, after normalization of situation.

4. Security Deposit/Contract Performance Guarantee

In case due date for submission of Security Deposit/Contract Performance Guarantee against the awarded order/ contract is within the restricted/ lockdown / curfew period, the same shall be extended upto 31st July 2021. During the aforesaid period, in case any payment is to be made against such order/ contract, the payment to supplier/ contractor/ consultant/ service provider may be released after deduction of Security deposit/ Initial Security Deposit from due payment after getting confirmation from supplier/ contractor/ consultant/ service provider.

All other terms and conditions of the tender document and Amendments thereof shall remain unchanged.

**UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS
RELATING TO BEC, AFFIDAVIT / CERTIFIED DOCUMENTS FOR PURCHASE
PREFERENCE POLICY(IES), ETC.**

1.1.1

To,

M/s Talcher Fertilizers Limited,

Noida, Uttar Pradesh

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as specified in tender document. Hence, we are submitting the self-certified documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc (wherever applicable).

We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as per tender provisions after normalization of situation.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Name of Bidder:

Seal:

FORMS & FORMATS

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "DECLARATION FOR BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECKLIST
F-9	FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	FORMAT FOR POWER OF ATTORNEY
F-14	PROFORMA FOR CONTRACT AGREEMENT
F-15	INTEGRITY PACT
F-16	INDEMNITY BOND
F-17	DELETED
F-18	PROFORMA FOR BANK GUARANTEE FOR ADVANCE PAYMENTS
F-19	FORMAT OF LETTER OF NO DEVIATIONS
F-20	DELETED
F-21	DELETED
F-22	DELETED
F-23	DELETED
F-24	DELETED
F-25	DELETED
F-26	DELETED
F-27	DELETED
F-28	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD) WITHIN STIPULATED TIME LINE
F-29	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-30	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER

	FORMS FOR PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY
FORM – I of Annexure V	CERTIFICATE FROM 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) TOWARDS MINIMUM LOCAL CONTENT
FORM-II of Annexure-V	SALIENT POINTS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY
	FORMS RELATED TO ANNEXURE-VII
Form-I of Annexure-VII	UNDERTAKING ON LETTERHEAD
Form-II of Annexure-VII	CERTIFICATE FOR SUB-CONTRACTING
	FORMS RELATED TO ANNEXURE-VIII-Deleted
FORM-29	SELF-CERTIFICATE REGARDING POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (TO BE SUBMITTED ON BIDDER'S LETTERHEAD)
FORM-30	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
FORM-31	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER

F-1

BIDDER'S GENERAL INFORMATION

To,
**M/s TALCHER FERTILIZERS LIMITED,
NOIDA**

TENDER NO:

1	Bidder Name:	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
4	Name of Power of Attorney holders of bidder	
5	Number of Years in Operation	
6	Address of Registered Office	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____
7	Bidder's address where order/contract is to be placed	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____
8	Office responsible for executing the contract with GST no.(In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided)	City: District: State: PIN/ZIP: GST No.:
9	Telephone Number & Contact Information of address where order is	_____

	to be placed	(Country Code) (Area Code) (Telephone Number) FAX No. : e-mail ID:
10	E-mail Address	
11	ISO Certification, if any {If yes, please furnish details}	
12	PAN No	[Enclose copy of relevant document]
13	GST No. (refer sl. no. 8 above)	[Enclose copy of relevant document]
14	EPF Registration No.	[Enclose copy of relevant document]
15	ESI code No.	[Enclose copy of relevant document]
16	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
17	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 50)
18	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores.	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-2

DECLARATION FOR BID SECURITY
(To be submitted on Letter head of Bidder)

To,

M/s TALCHER FERTILIZERS LIMITED

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (Name of Bidder) have submitted our offer/ bid no. _____.

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of TALCHER FERTILIZERS LIMITED in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the TALCHER FERTILIZERS LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-3

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,
**M/s TALCHER FERTILIZERS LIMITED,
NOIDA**

SUB:
TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place: _____ [Signature of Authorized Signatory of Bidder]
Date: _____ Name: _____
Designation: _____
Seal: _____

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings (if applicable). Bidder's authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted (if applicable).

FORMAT F-4
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Talcher Fertilizers Limited, Noida	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/ DLOA /FOA No. _____ dated _____ for Talcher Fertilizers Limited having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar-751014, Odisha (herein after called the "TFL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Talcher Fertilizers Limited, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Talcher Fertilizers Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to TFL in such manner as TFL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by TFL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by TFL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that TFL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that TFL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him / her by the Bank.
10. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) _____ (currency in words only) _____
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of _____ (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

Form-4 (a)

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR
ALONG WITH BANK GUARANTEE (BG)**

1. Bank Guarantee No.				
2. Vendor Name				
14 Nature of Bank Guarantee [Please Tick (✓) whichever is applicable]	<table border="1"><tr><td>Contract Performance Security (CPS)</td><td>Earnest Money Deposit (EMD)</td><td>Advance</td></tr></table>	Contract Performance Security (CPS)	Earnest Money Deposit (EMD)	Advance
	Contract Performance Security (CPS)	Earnest Money Deposit (EMD)	Advance	
15 Purchase Order (PO) / Fax of Acceptance (FOA) / Detailed Letter of Acceptance (DLOA) No.				
16 Details of Bank issuing Bank Guarantee (BG)				
(A) Name of Contact Person				
(B) E-mail ID				
(C) Address				
(D) Phone No. / Mobile No.				

F-5

AGREED TERMS & CONDITIONS

To,
M/s TALCHER FERTILIZERS LIMITED
NOIDA

SUB:
TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms currency of quoted prices is in Indian Rupees	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
4.1	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates (SOR)	Confirmed
4.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
4.4	a. Whether bidder is liable to raise E-Invoice as per GST Act. b. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	a. _____ _____
4.5	i. Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax. ii. If yes, bidder as a seller will raise proper tax invoice on sale of goods to TFL showing TCS component. iii. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration from TFL and issue of TCS certificate to TFL timely. iv. If TFL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then TFL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.	i. _____ ii. _____ iii. _____ _____
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
5.1	Deleted	YES/NO

SI.	DESCRIPTION	BIDDER'S CONFIRMATION				
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document.					
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.					
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.					
9.	(i) Bidder confirms acceptance of Mutually Agreed Damages for delay in completion schedule specified in Bid document. (ii) In case of delay, the bills shall be submitted after deducting the mutually agreed damages due to delay (refer MAD Clause).					
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.					
11.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.					
12.	a) Deleted					
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.					
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner or their relative is not a partner.	<table border="1"> <tr> <td data-bbox="1125 1373 1329 1440">Confirmed</td> <td data-bbox="1329 1373 1473 1440"></td> </tr> <tr> <td data-bbox="1125 1440 1329 1507">Not confirmed</td> <td data-bbox="1329 1440 1473 1507"></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						
15.	All correspondence must be in ENGLISH language only					
16.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.					
17.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.					
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.					

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
19.	<p>If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
20.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.</p>	
21.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfillment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>	
22.	<p>Bidder hereby confirms that they are not on 'Holiday' by OWNER or any of the JV partners of OWNER (viz. GAIL, RCF, CIL, FCIL) or Public Sector Project Management Consultant (like PDIL, EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/Coercive Practices) are on banning list of TFL or any of the JV partner of OWNER viz. GAIL, RCF, CIL, FCIL.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL/PDIL that the bidder has given wrong declaration in this regard, the same shall be dealt as</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL/PDIL by them.</p>	
23.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail to concerned executive in TFL/PDIL issued the tender, by filling up the Format)

To,
**M/s TALCHER FERTILIZERS LIMITED
NOIDA**

SUB:
TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of tender documents along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-8
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including Corrigendum / Addendum / Amendment (if any)	
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid	
i	Covering Letter, Letter of Submission	
ii	Declaration for Bid Security as per provisions of Tender	
iii	Power of Attorney in the name of person signing the bid.	
iv	Details and documentary proof required against BEC Criteria of Tender Document	
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed / Signed and Stamped by authorised person(s)	
4.0	Confirm that the price part as per Price Schedule has been uploaded.	
5.0	Confirm that annual reports, duly filled in Form F-10 & Form F-9, if applicable are enclosed in the offer for financial assessment	
6.0	Confirm that statutory auditor certificate as per Form 1 have been submitted (applicable for PP-LC bidder).	

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:

F-9

**FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**

(To be provided on Bank's letter head)

Date:

To,
**M/s. TALCHER FERTILIZERS LIMITED
NOIDA**

Dear Sir,

This is to certify that M/s (name of the bidder with address)
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for TFL's RFQ/Tender no.
..... dated for(Name of the
supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish
a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of
line of credit to M/s (name of the bidder) for at least an amount of Rs./USD

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD)
and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp

F-10

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF PRECEDING THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions***

Notes:

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- (ii) We confirm the above figures after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them.

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN

Instructions for Format F-10:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
 - (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
4. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s TALCHER FERTILIZERS LIMITED
NOIDA

SUB:

TENDER NO:

SI. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	SEC. NO.	Page No.	Clause No	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

F-12
E-Banking Mandate Form

1. Vendor/Customer Name :
2. Vendor/Customer Code:
3. Vendor /Customer Address:
4. Vendor/Customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Talcher Fertilizers Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Talcher Fertilizers Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

F-13
POWER OF ATTORNEY (POA)
(To be submitted on the Non-Judicial stamp paper / Company's Letter Head)

TENDER 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 tender 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.

(*) In case of a single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below.

- a) **In case of Proprietorship:** By Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner.
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
- d) **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)

SIGNATURE OF THE AUTHORIZED PERSON
(FOR SIGNING THE BID)

(Signature)
Name of person: _____
E-mail id: _____
DSC (Digital Signature Certificate) No.: _____

F-14
PROFORMA FOR CONTRACT AGREEMENT
(To be executed on non-judicial stamp paper of appropriate value)

DLOA No. dated

TFL's PAN No.

Contract Agreement for the work of ----- of TALCHER FERTILIZERS LIMITED made on ---
----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and TALCHER FERTILIZERS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on behalf of EMPLOYER

TALCHER FERTILIZERS LIMITED

Signed and Delivered for and on behalf of the CONTRACTOR.

NAME OF CONTRACTOR

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

Date : _____

Place: _____

1. _____

2. _____

F-15
INTEGRITY PACT

INTEGRITY PACT

INTEGRITY PACT

INTRODUCTION:

TFL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (TFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure - 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.



ANNEXURE-1

Bidder is required to sign the Integrity Pact with TFL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with TFL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass TFL's confidential information to any third party unless specifically authorized by TFL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any TFL associate.
- f) The Counterparty shall not make any false or misleading allegations against TFL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, TFL shall be entitled to terminate the Contract. Further, TFL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

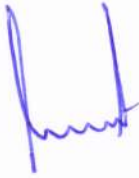


INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by TFL, in terms of Integrity Pact (IP) which forms part of TFL Tenders / Contracts.

- i) Shri Anjan Kumar Banerjee (Email ID: banerjeeanjan@gmail.com)
- ii) Shri Atul Sobti (Email ID: sobtiatul@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Sh. S. Dasgupta, DGM (C&P) – Email: sdasgupta@gail.co.in) in TFL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, Rashtriya Chemicals and Fertilizers Ltd., Priyadarshini Building, Eastern Express Highway, Sion, Mumbai Maharashtra, 400022.



INTEGRITY PACT

(To be executed on plain paper)

Between TFL (India) Limited, a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

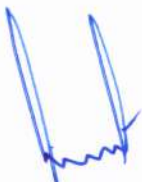
PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) 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 for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. 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.



- iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- i) 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.
 - ii) 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 action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) 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 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.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) 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.

- vi) 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) shall not instigate third person 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 (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices".

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 equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression 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 actions can be taken as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"



Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

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.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

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

Section 8 –Independent External Monitor / Monitors

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 MD, TFL.
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 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.
5. 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 discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the MD, TFL within 10 days as far as possible from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the MD, TFL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, TFL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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 respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

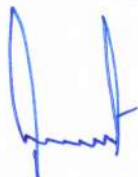
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, TFL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.



4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.



 (For & on Behalf of Principal)

ए. एस. दासगुप्ता / S. DASGUPTA

उप महासंचालक (संविदा एवं क्रय) / Dy. General Manager (C&P)
 तालचर फर्टिलाइजर्स लिमिटेड / Talcher Fertilizers Ltd.
 जीटीपार्क पीएआरसी बिल्डिंग / GTI PARC Building
 प्लॉट नं० 24, सेक्टर-16ए, नोएडा-201301 (उ.प्र.)
 Plot No. 24, Sec.-16A, Noida-201 301(U.P.)

(Office Seal)

 (For & on Behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:
 (Sign, Name & Address)
 [FOR PRINCIPAL]

Seegam (Sura Deogam)
 Talcher Fertilizers Limited (T.F.L.), Plot No. 24,
 Sector-16A, Film City, Noida (U.P.) - 201301

Witness 2:
 (Sign, Name & Address)
 [FOR BIDDER / CONTRACTOR]

.....

F-16
INDEMNITY BOND

WHEREAS TALCHER FERTILIZERS LIMITED (hereinafter referred to as “TFL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar – 751014 has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the **[mention the work order/LOA/Tender No.]** and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

TFL has also advised the Contractor to execute an Indemnity Bond in general in favour of TFL indemnifying TFL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of TFL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified TFL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against TFL under or in relation to this contract. The Contractor undertakes to compensate and pay to TFL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by TFL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with TFL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of TFL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which TFL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/ revoked by any change/ modification/ amendment/ assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/ Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/ all claims for payment of TFL are settled by the Contractor and/or TFL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:1.
2.

F-17

DELETED

F-18

Deleted

F-19
FORMAT OF LETTER OF NO DEVIATIONS

(ON BIDDER'S LETTERHEAD)

(NIT NO : PNMM/PC183/E-4009./NCB DATED 18.06.2021)

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 / Amendment/ Clarifications issued by OWNER.

We further hereby confirm that the bid is submitted in accordance of Tender Document and contains no deviation and the 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/ Amendment /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) authorized to sign as per POA.

F-20

DELETED

F-21

DELETED

F-22

DELETED

F-23

DELETED

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F-27
DELETED

Form F-28.

**UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY (CPS)/
SECURITY DEPOSIT (SD) WITHIN STIPULATED TIME LINE**

(to be submitted on letter head of bidder)

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security (CPS) / Security Deposit (SD) specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security (CPS) / Security Deposit (SD) within 30 days from the date of issuance of Fax of Acceptance.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:

FORM F-29

***POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON
& STEEL PRODUCTS IN GOVERNMENT PROCUREMENT
(TO BE SUBMITTED ON BIDDER'S LETTERHEAD)
SELF-CERTIFICATE***

To,

M/s Talcher Fertilizers Limited

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

Form F-30

UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

(to be submitted on letter head along with documents for release of payment)

To,

M/s TALCHER FERTILIZERS LIMITED

SUB:

LOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- | | | |
|------|----------------------|---------|
| (i) | Applicable to us | [] |
| (ii) | Not Applicable to us | [] |

(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by TFL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to TFL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Bidder Name:
	Seal:

F-31

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder
Technical BEC			
1.	Experience	a) Copy of Detailed Letter of Acceptance (DLOA)/ Work Order/ relevant extract of work Order/ Contract Agreement along with detailed scope of work. b) The Detailed Letter of Acceptance (DLOA) / Work Order / Contract Agreement must clearly indicate nature of Work, period and contract value. Similarly, the Completion Certificate must clearly indicate reference of relevant work order/DLOA/Contract Agreement, Name of Work, Contract Value, Completed order value and date of completion. c) Documents in support of Technical Criteria of BEC to be furnished by the Bidder, shall be verified and certified by any one of the independent third party inspection agency as listed in BEC (as per prescribed format Appendix-I).	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.	
3	Certificate for Operation at least one year from date of acceptance/commissioning of the work	Completion certificate/ acceptance certificate issued by end user/owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work/supply in all aspects.	

Financial BEC

1.	Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for any of the last three preceding financial years, whichever meets the Annual Turnover Criteria	Submitted <i>(for any one of the preceding three (03) financial years/Calendar years whichever meets the annual turnover criteria.)</i>
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year duly certified/attested by Notary public with legible stamp.	Submitted <i>(last Audited Financial Statements)</i>
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year duly certified/attested by Notary public with legible stamp. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted <i>(last Audited Financial Statements)</i> Submitted/ Not Applicable <i>(Bidder to tick appropriate option)</i>
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA). In case, bidder submits 'Details of Financial capability of Bidder' in prescribed format in support of financial criteria of BEC duly signed and stamped by its Statutory Auditor, authentication of audited financial statements as mentioned above may not be necessary	Submitted

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORM – I of ANNEXURE V

CERTIFICATE FROM 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) TOWARDS MINIMUM LOCAL CONTENT

(FOR SUPPLY OF GOODS/ SERVICES / WORKS / EPC / LSTK)

To,
M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir

- A. We..... the Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant) have verified relevant records of M/s **(Name of the bidder)** and certify that M/s **(Name of the bidder)** meets the following:

Sl. No.	Description	Confirmation
a	Bidder meets the mandatory minimum Local content requirement of 20% for participating in the Bidding process under Public Procurement (Preference to Make in India) Policy. (In case bidder does not meet the minimum Local content requirement of 20%, such bidders are not allowed to participate in the Bidding process)	Confirmed.
b	The bidder meets mandatory minimum Local content requirement of 50% for claiming purchase preference under Public Procurement (Preference to Make in India) Policy	Confirmed / Not Confirmed

- B. The **details of the location** at which the local value addition is made as follows:

Sl. No.	Item Description	Details of the Location(s) where the local value addition is made
1.		
2.		
3.		

Name of Audit Firm / Chartered Accountant: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership No.:

UDIN:

FORM-II of ANNEXURE-V

Salient Points of Public Procurement (Preference to Make in India) Policy

Sr. No.	Description	Parameter / Document
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Local Content (LC) % declared by bidder (Documents to be submitted as per Sr. No. 4 below)	[Tick (✓) whichever is applicable] a) LC Equal to or more than 50% <input data-bbox="1241 869 1347 931" type="checkbox"/> b) LC More than 20% but less than 50% <input data-bbox="1315 967 1404 1030" type="checkbox"/>
4	Documents to be submitted by bidder under this Policy	Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant as per <u>Form-I</u> to be submitted by bidder.
5	Whether tender is divisible or not divisible	Not Divisible; Clause No. 3A (c) of revised Policy dated 16.09.2020 shall be applicable

UNDERTAKING ON LETTERHEAD

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We have read the Provisions for Procurement from a Bidder which shares a land border with India as per Annexure VII of Section-III. We certify that 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 further 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:

CERTIFICATE FOR SUB-CONTRACTING OF WORKS

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We have read the Provisions for Procurement from a Bidder which shares a land border with India as per Annexure VII of Section-III. We 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.

Place:



[Signature of Authorized Signatory of Bidder]

Name:

Date:

Designation:

Seal:

 <p>पी डी आई एल PDIL</p>	<p>COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)</p> <p>GENERAL CONDITIONS OF CONTRACT (GCC)</p>	PC-183/E-4009/P-I/S-IV	0	 <p>Talcher Fertilizers</p>
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SECTION – IV

GENERAL CONDITIONS OF CONTRACT



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CONTENT



SL. NO.	DESCRIPTION
1.0	DEFINITION OF TERMS
2.0	CONTRACT CONFIRMATION
3.0	MODIFICATIONS IN CONTRACT
4.0	USE OF CONTRACT DOCUMENTS AND INFORMATION
5.0	PRICES, TAXES & DUTIES AND OTHER LEVIES
6.0	INCOME TAX
7.0	PATENT INFRINGEMENT AND INDEMNIFICATION
8.0	CONTRACT PERFORMANCE SECURITY (CPS)
9.0	DELETED
10.0	SIGINING OF CONTRACT
11.0	DELETED
12.0	ASSIGNMENT OR SUBLETTING OF CONTRACT AND SUB-CONTRACTING
13.0	STANDARDS
14.0	INSTRUCTIONS, DIRECTIONS
15.0	DELETED
16.0	TIME SCHEDULE, AND PROGRESS REPORTING
17.0	CONTRACTOR TO INFORM HIMSELF FULLY
18.0	SUITABILITY OF PLANT FOR INTENDED PURPOSES
19.0	FEEES FOR ROYALTIES AND PATENT RIGHTS
20.0	ACTS OF PARLIAMENT, LOCAL AND OTHER AUTHORITIES REGULATIONS AND BYELAWS
21.0	TIME - PROJECT SCHEDULE
22.0	CONTRACT PRICE
23.0	DEDUCTIONS FROM CONTRACT PRICE
24.0	DELETED
25.0	DELETED
26.0	TAXES APPLICABLE TO CONTRACTOR'S MANPOWER, TURNOVER, EQUIPMENT, ETC
27.0	PACKING, FORWARDING AND SHIPMENT
28.0	INSURANCE
29.0	DELETED
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
38.0	CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR
39.0	SETTLEMENT OF DISPUTES
40.0	ARBITRATION
41.0	GOVERNING LAWS , LANGUAGE AND MEASURES

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SL. NO.	DESCRIPTION
42.0	RELEASE OF INFORMATION
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	DELETED
53.0	SECRECY
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 OBLIGATIONS
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	ROUNDING-OFF OF AMOUNTS
83.0	DELETED

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SL. NO.	DESCRIPTION
84.0	WORK IN MONSOON AND DEWATERING
85.0	GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK
86.0	ACTION WHERE NO SPECIFICATION IS ISSUED
87.0	DELETED
88.0	DELETED
89.0	CARE OF WORKS
90.0	FIELD MANAGEMENT & CONTROLLING/COORDINATING AUTHORITY
91.0	LOCAL CONDITIONS
92.0	SPECIAL CONDITIONS OF CONTRACT
93.0	POWER OF ENTRY
94.0	LIENS

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1.0 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 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 response to this NIT.
4. 'BIDDER' shall mean the Sole Bidder who shall submit or who have submitted the Bid.
5. 'CHANGE ORDER / AMENDMENT TO ORDER' means an order given in writing by the OWNER to effect additions to or deletion or alteration to the original 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) IBR Codes
 - d) AIEE Codes
 - e) American Society of Testing of Materials (ASTM) Codes
 - f) Other internationally applicable standards and/or Regulations the subject matter of the CONTRACT.
 - g) Indian Employees Provident Fund Act,
 - h) Pollution Control norms of INDIA
 - i) Contract Labour
 - j) Minimum Wages Act
 - k) Any other labour laws of INDIA applicable during execution of contract.
 - l) Any other codes/standards specified in the contract documents.
7. 'COMMERCIAL USE' shall mean that use of the PLANT which the CONTRACT contemplates or of which it is commercially capable.
8. 'COMMISSIONING' shall be as defined in Section-VI of Technical Part.
9. 'CONSULTANT/PROJECT MANAGEMENT CONSULTANT (PMC)' shall mean PROJECTS & DEVELOPMENT INDIA LIMITED, who are the consulting engineer to the OWNER for this project and having registered office at PDIL Bhawan, A-14, Sector-1, Noida – 201301, Uttar Pradesh.


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10. 'CONTRACT' shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
11. 'CONTRACTOR' shall mean the successful Bidder 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.
12. 'SCHEDULED/CONTRACTUAL COMPLETION PERIOD' shall mean the time period mentioned in the tender document by which CONTRACT shall be completed, including any time extension granted in writing by OWNER through a CHANGE ORDER/AMENDMENT. Time extensions, if any, shall be without prejudice to other terms and conditions of tender, unless as otherwise stated in CHANGE ORDER/AMENDMENT.
13. '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.
14. 'CONTRACTOR'S SOFTWARE' means standard Software owned by the CONTRACTOR.
15. 'CONTRACTOR'S WORKS' OR 'MANUFACTURER'S WORKS' shall mean the place or places of work used by the CONTRACTOR/SUB-CONTRACTOR/SUB-VENDOR or their collaborator(s) for the manufacture of EQUIPMENT or performance of WORKS.
16. 'COST' means the cost incurred by the Contractor in carrying out any of his obligations under the Contract, and 'Costs' shall be construed accordingly.
17. 'DAY' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

"WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
18. 'DEEMED ACCEPTANCE' shall be as defined in SPECIAL CONDITIONS OF CONTRACT.
19. 'DEFECT' means any work done or any Material or the Plant or any part of it which does not comply with the CONTRACT.
20. 'DEFECT LIABILITY PERIOD' shall be as defined in SPECIAL CONDITIONS OF CONTRACT.
21. 'DOCUMENT(S)/DOCUMENTATION' means any relevant documents in paper or electronic form, including drawings, technical software, images, designs, manuals or records.



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22. 'DRAWINGS' or 'PLAN' shall mean all
- 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.
23. DLOA shall mean DETAILED LETTER OF ACCEPTANCE which shall be issued to successful bidder.
24. 'ENGINEER'S INSTRUCTIONS' shall mean any drawings and/or instructions in writing, details, directions and explanations issued by the OWNER from time to time to the CONTRACTOR/ SUB-CONTRACTOR for carrying out the WORK during the COMPLETION PERIOD
25. ENGINEER IN CHARGE" shall mean the person designated from time to time by the OWNER and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
26. '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.
27. '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. .
28. 'FINAL ACCEPTANCE CERTIFICATE' shall mean that certificate issued by the ENGINEER-IN-CHARGE or OWNER to the CONTRACTOR subject to clause 19 of SPECIAL CONDITIONS OF CONTRACT at the end of the DEFECTS LIABILITY PERIOD.
29. 'FINAL COMPLETION' shall mean the completion of guarantee tests and handing over of the PLANTS and facilities to OWNER.
30. FINAL PROPOSAL means the Offer/Bid submitted by the Bidder against this tender including it's Amendments/Corrigendum/Addendum/etc.
31. 'FORCE MAJEURE' has the meaning stated in Sub-clause 35.0 of GCC.
32. 'FOA' means FAX OF ACCEPTANCE, which shall be issued to successful bidder.
33. 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 this Section.

34. '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.
35. '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.
36. '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.
37. '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.
38. "MECHANICAL COMPLETION" shall be as defined in SPECIAL CONDITIONS OF CONTRACT.
39. 'MONTH' shall mean the calendar month.
40. '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.
41. '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.
42. 'OWNER' shall mean M/s TALCHER FERTILIZERS LIMITED having its registered office at Plot 2/H, Kalpana Area Nagar, Khordha, Bhubaneshwar and Project office at GAIL Training Institute, PARC Building, Sector 16A, Film City, Noida – 201301 Uttar Pradesh and shall include their, heirs, legal representatives, successors and permitted assigns.
43. 'PERFORMANCE & GUARANTEE TESTS RUN (PGTR)' shall be as defined in SPECIAL CONDITIONS OF CONTRACT.
44. 'PLANT' shall be as defined in the SPECIAL CONDITIONS OF CONTRACT.
45. 'PRELIMINARY ACCEPTANCE' shall be as defined in the SPECIAL CONDITIONS OF CONTRACT.

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46. 'PRELIMINARY ACCEPTANCE CERTIFICATE' shall be as defined in the SPECIAL CONDITIONS OF CONTRACT.
47. "PRE-COMMISSIONING" shall be as defined in the SPECIAL CONDITIONS OF CONTRACT.
48. 'PROJECT' shall mean the Project specified in the Technical specification.
49. 'SCC' or SPECIAL CONDITIONS OF THE CONTRACT shall mean all the terms and conditions forming part of the CONTRACT as stipulated elsewhere in the tender document.
50. '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.
51. 'SOFTWARE' means all forms of software and firmware and their documentation.
52. 'SPECIFICATION' shall mean collectively all the terms and stipulations in 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.
53. 'SUB-CONTRACTOR/SUB-VENDOR' shall mean any person or persons, or firm(s) including 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.
54. 'TAKING OVER' AND 'TAKEN OVER' shall mean OWNER taking possession of and use of the PLANT.
55. 'TEMPORARY WORKS' means all temporary works and structures of every kind constructed at the Site and required for the provision and construction of the PLANT.
56. 'THIRD PARTY SOFTWARE' means standard Software which is owned by a third party.
57. 'TOTAL LSTK PRICE/TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including CHANGE ORDER, if any.
58. 'WEEK' shall mean continuous period of 7 (Seven) DAYS.
59. 'WORK' OR 'WORKS' means the design, engineering and other services to be

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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.

60. 'WRITING' shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
61. 'NOTICE INVITING TENDER (NIT)/ BIDDING DOCUMENT' means Complete Bidding Document as originally issued and any Addendum /Corrigendum/ Amendment(s) issued thereafter.
62. 'MUTUALLY AGREED DAMAGES' (MAD) shall be as defined in SPECIAL CONDITIONS OF 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
- b) Detailed Letter of Acceptance (DLOA) and all Annexures
- c) FAX of Acceptance (FOA)
- d) Agreed variations , if any
- e) Schedule of Rates
- f) Corrigendum/Addendum/Amendment to tender
- g) Complete Original Tender Document with all enclosures
- h) 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, the provision(s) of the SPECIAL CONDITIONS OF CONTRACT shall be deemed to override the provision(s) of GENERAL 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.


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- 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 TOTAL CONTRACT 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 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:
- i. The Contract Agreement
 - ii. Detailed Letter of Acceptance (DLOA) along with its enclosures
 - iii. Fax of Acceptance (FOA)
 - iv. Schedule of Rates (SOR)
 - v. Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
 - vi. Drawings
 - vii. Special Conditions of Contract (SCC)
 - viii. Technical Specifications (wherever applicable)
 - ix. Instructions to Bidders (ITB)
 - x. General Conditions of Contract (GCC)
 - xi. Other Documents

Any amendment / Corrigendum / Addendum to tender issued by PMC/Owner shall take precedence over respective clauses of the original tender document and its annexures.

Similarly, any amendment / change order issued by Owner upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures

- 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 Engineer-In-Charge 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 ENGINEER-IN-CHARGE for his decision as aforesaid prior to commencing the relative work or supply, the CONTRACTOR shall perform the said work or make the said

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supply, as the case may be, at his own risk, and the provisions of NIT 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE 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 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 ENGINEER-IN-CHARGE, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.
- 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 ENGINEER-IN-CHARGE on behalf of the OWNER and issue the amendment of the relative term(s).
- 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 MODIFICATIONS IN CONTRACT**
- 3.1 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 by OWNER) 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

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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.

- 3.2 OWNER shall not be bound by any printed conditions or provisions in the CONTRACT-OR'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

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 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.

- 4.2 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.

- 4.3 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.

5.0 PRICES, TAXES AND DUTIES AND OTHER LEVIES

The following provisions are in addition to Clause 13 of "Instruction to Bidders" (Section-III)



The prices shall include all duties, taxes and levies etc. including but not limited to customs duty, GST on imports, any tax / duty/ levy as per applicable GST laws, personnel and corporate tax as applicable.

The Bidders are to quote firm prices. In respect of both direct transaction between OWNER and the Bidder and Bought Out Items to be dispatched directly from the sub-vendor's works to Owner's site, the payment towards all applicable Indian Taxes and duties like Custom Duty, GST and other tax/duty/levy, will be made by OWNER in Indian rupees at actuals limited to the amount indicated in the Bid.

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. The CONTRACTOR shall further ensure that he raises his corresponding tax invoices under the provision of GST Law in the name of OWNER during transit of the Material before the delivery of Material is taken by OWNER.

- 5.1 Except as specifically provided to the contrary in the SPECIAL CONDITIONS OF CONTRACT:

- (i) 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

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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.

- (ii) The CONTRACTOR shall within the price of services and scope of services be responsible to pay on behalf of the OWNER any and all duties, taxes, levies and cesses including education cess etc. lawfully payable on any 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. However, GST payment by the CONTRACTOR to the Tax Authority shall be made by the Owner to the CONTRACTOR at actual limited to the Amount indicated in the Bid.
- (iii) 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.
- (iv) 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.
- (v) 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 Contractor except in respect of material directly purchased by the Owner.

5.2 TAX INDEMNITY

It will be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable under GST and Customs Duty on the manufacture, sale, import and/or supply of any material to OWNER and/or applicable 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.

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

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5.4 The award of work shall be on 'Work Contract Service' basis.

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 TFL.

5.5 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.

5.6 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.

6.0 INCOME TAX



6.1 CONTRACT PRICE shall be inclusive of any and all Indian Income Tax payable in India. OWNER shall deduct Indian Income Tax as per rates prescribed for such contracts from time to time, from the payments due to CONTRACTOR and issue Tax Deducted at Source (TDS) certificate to CONTRACTOR. It will be 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.

6.2 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.

7.0 PATENT INFRINGEMENT AND INDEMNIFICATION (WHEREVER APPLICABLE)

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

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and/or any other process licensor's processes used in PLANT. OWNER shall pass on all claims made against it to CONTRACTOR for settlement.

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.

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.

7.2 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

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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.

7.2.2 **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.

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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 PERFORMANCE SECURITY (CPS)

8.1 The proceeds of **CPS** shall be appropriated by the OWNER as compensation for any loss resulting from the 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.

8.2 The CONTRACTOR shall extend the validity of the **CPS** suitably if it is required due to delay in COMPLETION of the PLANT at it's own cost. The CPS 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 CPS 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

The CPS 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 CPS, contractor shall arrange to get the CPS extended for the period asked for by OWNER. In case CPS 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/CPS. 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 CPS shall 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 CPS whole or part of the value of CPS. 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 CPS shall be refunded 3 months after expiry of Defect Liability Period. It shall be lawful for OWNER if any differences or dispute is likely to arise to defer payment of the CPS or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted. CPS amount shall not bear any interest.

NOTE:

In case CPS is submitted by way of Bank Guarantee, the non-judicial Stamp paper of appropriate value only or equivalent document value shall have to be purchased in the name of the bank executing the bank guarantee and not in the name of the CONTRACTOR.

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8.3 **Rights of the OWNER to forfeit CPS:**

- 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 CPS 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 CPS 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 CPS.

9.0 **DELETED**

10.0 **SIGNING OF CONTRACT**

- 10.1 All documents as per Clause 2.0 of GCC shall be included in the DLOA.
- 10.2 Every page of the DLOA & CONTRACT agreement shall be initialled by the authorised representatives of OWNER and CONTRACTOR under the Seal of their respective Companies.
- 10.3 The CONTRACTOR shall present the above CONTRACT AGREEMENT so prepared in two Sets alongwith proper Power of Attorney and other requisite material on the day of signing the agreement.
- 10.4 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

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

- 12.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause.

i. **SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:**

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

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ii. LIST OF SUB-CONTRACTORS TO BE SUPPLIED

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Sub-contract or works done by them

iii. CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Sub-contracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv. EMPLOYER MAY TERMINATE SUB-CONTRACTS

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.

v. NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE



No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site

12.2 DELETED

12.3 **Sub-Contracting for WORKS (to be read in conjunction with clause regarding sub-contractors/Sub-vendors sharing land border with India as per Annexure-VII of tender document).**

12.3.1 **General**

All vendors, suppliers, consultants and SUB-CONTRACTORS/SUB-VENDORS 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"/ "SUB-VENDORS", and any such SUB-CONTRACTS, purchase orders or similar purchase forms or arrangement entered into by or on behalf of CONTRACTOR with SUB CONTRACTORS/SUB-VENDORS are herein

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referred to as "SUB-CONTRACTS" provided that none of OWNER's CONTRACTOR'S or SUB-CONTRACTOR'S/ SUB-VENDOR'S shall be deemed to be a SUB-CONTRACTOR/ SUB-VENDOR under the CONTRACTOR. The CONTRACTOR shall be obligated to select SUB-CONTRACTORS/ SUB-VENDORS it retains in connection with the performance by CONTRACTOR of the WORK from the SUB-CONTRACTOR'S/ SUB-VENDOR'S list which would be finalised and approved by the OWNER. 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 SUB-CONTRACTOR/SUB-VENDOR.

12.3.2 **Approval of SUB-CONTRACTOR/SUB-VENDOR**

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

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

- a. The CONTRACTOR should specify, while pre-qualifying the Vendors, that during the past 7 years the Vendor should have supplied at least two similar plant equipments or machinery. The CONTRACTOR should satisfy themselves that sufficient documentary proof is submitted by the Vendors in support of this criterion. However, in case of critical equipment, in addition to above criterion, the Vendor should also be prequalified by Process Licensor.
- b. The CONTRACTOR 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 SUB-CONTRACT 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/SUB-VENDORS and shall be responsible for all design,



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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/ SUB-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/SUB-VENDORS within reasonable time (provided it doesn't 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/SUB-VENDORS to perform the SUB-CONTRACTS in accordance with the relevant requirements of the CONTRACT, all APPLICABLE LAWS and APPLICABLE PERMITS, Prudent Utility Practice, Good Engineering Practices, the requirements of the NIT, and all Warranties of SUB-CONTRACTORS/SUB-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/SUB-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/SUB-VENDORS such directives and impose such restrictions as may be required to obtain such compliance herewith and with the terms of the SUB-CONTRACTS.

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 Warranty 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/SUB-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/sub-vendor shall be passed to the OWNER after expiry of DEFECT LIABILITY PERIOD.

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- (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 past professional judgement enforce all 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 warranty 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/SUB-VENDORS to be covered by the insurance covers specified in the CONTRACT, during the time in which they are engaged in performing WORK.
- (g) CONTRACTOR shall require all SUB-CONTRACTORS/SUB-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/SUB-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/SUB-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/ SUB-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/SUB-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/SUB-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 **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**

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, CONTRACTOR to follow best engineering practices.

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, except what is herein provided, be given by OWNER/ CONSULTANT.

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- 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/DLOA number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.

15.0 DELETED



16.0 TIME SCHEDULE AND PROGRESS REPORTING

16.1 Time Schedule Network/Bar Chart

- 16.1.1 Together with the CONTRACT confirmation, CONTRACTOR shall submit to OWNER, his time schedule regarding the documentation, supply and manufacture of equipment and materials as well as information of his SUBCONTRACTS to be placed with third parties, including the dates on which CONTRACTOR intends to issue such SUB CONTRACTS. A complete activity-wise time schedule shall be furnished by the CONTRACTOR within 30 days from the date of issuance of FOA.
- 16.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection & commissioning.
- 16.1.3 The original issue and subsequent revisions of CONTRACTOR's time schedule and/or SUB-CONTRACTORS' time schedules shall be sent in two copies to OWNER.
- 16.1.4 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 7th 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.

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



17.0 CONTRACTOR TO INFORM HIMSELF FULLY

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 offer and his offer 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 scheduled rates and to have satisfied himself to the sufficiency of his offer. Any error in description of quantity or omission there from 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. CONTRACTOR 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

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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

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 OR 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's decision and the decision shall become final and binding.

19.0 FEES FOR ROYALTIES AND PATENT RIGHTS (WHEREVER APPLICABLE)

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,

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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 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, bye-laws, orders and requirements after date of submission of FINAL PROPOSAL shall be borne by OWNER in accordance with SCC clause 3.0.

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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 CONTRACT shall be deemed to be of the utmost importance. The CONTRACTOR shall so organise his resources and perform his work so as to complete it within the completion period.

21.2 The contractor shall submit the Primavera Level 4 schedule within thirty (30) days from date of issuance of FOA.

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) & erection (iv) Mechanical Completion and (v) commissioning, testing.



CONTRACTOR 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 GUARANTEED COMPLETION DATE.

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 below briefly but not limited to the following:

- a. Detailed Engineering
- b. Basic Engineering
- c. Supply of all, Equipment, Bulk Materials, Chemicals & Lubricants and consumables
- d. 2 months vendor supervision assistance.
- e. Supply of spares
- f. All applicable taxes and duties including GST, Indian Income Tax, etc.
- g. Forwarding charges, if applicable
- h. Freight up to SITE including taxes
- i. Unloading, storage at Site, Site Assembly, Erection, Pre-Commissioning and Commissioning until Preliminary Acceptance of Plant.
- j. Insurance
- k. Inspection and expediting charges
- l. Project management and overheads,
- m. Guarantee test runs and handing over of PLANT to OWNER.
- n. All other costs, expenses and outgoings of the CONTRACTOR not otherwise expressly set forth herein necessary, required or incidental to the full, complete and proper performance and discharge of the CONTRACTOR's obligations under and in accordance with the CONTRACT including completion of the PLANT in all respects and overheads of the CONTRACTOR.

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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.

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 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 All taxes, duties, licence fees and other such levies as may be applied to the CONTRACT, including Custom Duty, all applicable taxes & duties under GST, 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 shall be to the account of the CONTRACTOR.

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 APPLICABLE TO CONTRACTOR'S MANPOWER, TURNOVER, EQUIPMENT, ETC.

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

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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.
- 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/trailer 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.

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/ Exworks 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.

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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 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 upto 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/SUB-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

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make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. 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 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 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 OWNER.



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 Indian laws.

28.8 All cost on account of insurance liabilities covered under the CONTRACT will be to the CONTRACTOR'S 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.

However, OWNER should have first right over the claim amount in case payment for the "equipment damaged" has already been paid to the CONTRACTOR

28.10 The CONTRACTOR shall be fully responsible for pursuing and settling all claims with the underwriters within stipulated timelines. 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 but not later than the claim period 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 All charges on account of insurance shall be included in TOTAL LSTK PRICE/TOTAL CONTRACT PRICE.

29.0 Deleted

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 performance guarantee test run.

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

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33.0 TIME EXTENSION OF CONTRACT

- 33.1 The CONTRACTOR shall promptly notify the ENGINEER-IN-CHARGE 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 FORCE MAJEURE conditions, 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, at the time of closure of contract. The CONTRACTOR shall, immediately on occurrence of such special circumstances but not later than 14 working days, bring to the knowledge of OWNER through written application for any such delay as mentioned above.
- 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 events, suitable extension of time shall be granted to CONTRACTOR. However, should the cumulative period of suspension exceed 45 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.

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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 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 Performance Security 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 Talcher Fertilizers Limited (TFL) or any of it's JV partners against any type of tender nor their offer will be considered by TFL or any of it's JV partners against any ongoing tender (s) where contract between TFL/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 TFL 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's 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 other contractor 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 or 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.

- 34.6 Should the OWNER decide to terminate the CONTRACT under sub clause 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.

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34.7 Termination of Contract on Account of OWNER's Convenience

- 34.7.1 The OWNER, may, by 30 days 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
 - (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-CONTRACTOR's personnel

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- (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 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.

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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 Majeure shall upon notification to the other party be suspended for the period during which Force Majeure conditions lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeure" 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 period for which such conditions lasts..

OUTBREAK OF WAR

- (i) 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.
- (ii) 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

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 If the 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.

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- 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/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.

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 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 has 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:

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- a) 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,
- b) Give to such receiver liquidator or other person in writing the option for a period of one month of carrying out the WORK 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

- 39.1 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.
- 39.2 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.
- 39.3 If, after 60DAYs 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 Refer clause no. 45 of Section-III of NIT.

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

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OWNER shall be withheld on account of such arbitration proceedings unless it is the subject matter or one of the subject matters.

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 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 provided in the contract.

45.0 OWNER'S DECISION

45.1 In respect of all matters which are left to the decision of the OWNER/ENGINEER-IN-CHARGE including the granting or withholding of the certificates, the OWNER/ENGINEER-IN-CHARGE 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.

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45.3 In matters of difference of opinion on a decision passed by the OWNER/ENGINEER-IN-CHARGE to the CONTRACTOR, stipulations of Clause 39.0 of GCC 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) of GCC, each party shall disclose information which the other might reasonably need in 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.



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 thereof, 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 OTHERCONTRACTORS 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 shall not be a competitor of CONTRACTOR 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 WORKS

(i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by

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reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

- (ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

48.0 REPLACEMENT OF PARTS AND MATERIALS (DEFECTIVE/DAMAGED/LOST DURING TRANSIT/ERECTION AND COMMISSIONING)


48.1 If during the progress of the WORK, the OWNER shall decide and inform in writing to the CONTRACTOR that the CONTRACTOR has manufactured any plant or part of the plant in an unsound or imperfect manner 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 risk & 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 delays and without waiting for realisation of cost of damages from the insurance company, appointed by him for this purpose. This will not alter the time schedule 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

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representative harmless from all losses damages, expenses or decrees arising out of such action.



- 49.2 If any action in court referred to in Clause 49.1 of GCC above is brought against OWNER or 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 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 at 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
- 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
 - would improve operating or life cycle costs of the PLANT; or
 - would otherwise be beneficial to the OWNER;

the CONTRACTOR shall bring the matter to the attention of the ENGINEER-IN-CHARGE 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

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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.

Unless otherwise agreed, the CONTRACTOR shall, at intervals of not more than one calendar month, report to the ENGINEER-IN-CHARGE 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 of progress photographs of the work done in his shop/site. Photographs shall be taken when and where indicated by the ENGINEER-IN-CHARGE. 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. (technical to check, whether to be shifted to SCC)

51.2 Required number of monthly progress reports, in prescribed proforma, shall be submitted by the CONTRACTOR to the ENGINEER-IN-CHARGE 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 **DELETED**

53.0 **SECRECY**

53.1 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 or is a property of 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 at site atleast three copies of each and every Drawing, Specification and CONTRACT document and these copies shall be available at all times for use by the OWNER and EIC and by any other person authorized by the OWNER who needs to know about the PROJECT.

54.0 CORRESPONDENCE

54.1 All correspondences from the CONTRACTOR to the OWNER shall be as per the correspondence distribution schedule. All communications including clarifications and/or comments shall be addressed to OWNER/PMC and shall always bear reference of DLOA No.

54.2 Any notice to the CONTRACTOR under the terms of the CONTRACT shall be served by registered e-mail, Speed Post 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.



55.0 MATERIALS AND EQUIPMENT

55.1 Materials

55.1.1 CONTRACTOR shall supply all materials required for incorporation in the works, within the scope of work, necessary to establish, commission and operate the PLANT.

55.1.2 INVOICES

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

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- (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 WORK, 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 ENGINEER-IN-CHARGE, 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.
- 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 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.
- 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.

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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 and associated clauses thereunder in respect of materials:

- i) The CONTRACTOR shall be taking delivery, ensure compliance of any condition applicable for delivery 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 ENGINEER-IN-CHARGE and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR 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 ENGINEER-IN-CHARGE 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, till the period as defined in the SPECIAL CONDITIONS OF CONTRACT (SCC), all the Insurance policy(ies) with Insurance Company(ies) for the full replacement value of the materials at site against the risks specified in the CONTRACT. 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 becoming due to the



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CONTRACTOR. In case of any 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.

- vi) If the CONTRACTOR shall default in replacing 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.
- 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 expiry of Defect Liability Period defined in the contract. Further, as provided in respect of the works, the work(s) and all materials incorporated therein shall be and remain at the risk 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. The insurance policies for above risks 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 covers as above.
- c) The CONTRACTOR shall, as a condition to the certification of any Running Account Bill, satisfy the OWNER/ Engineer-In-Charge 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, lightning and other adverse weather conditions), accidents of kinds, fire, war risks and explosion.

55.3.0 **BILL OF MATERIALS**

- 55.3.1 The CONTRACTOR shall furnish to the OWNER a detailed "Bill of Materials (BOM)" 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 WORK/ Unit and to operate the PLANT/Unit, including construction materials.
- 55.3.2 Each item entered in the Bill of Materials shall be priced. The Bill of Materials and said price break-up therein 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.
- 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.

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55.3.4 The priced Bill of Materials shall constitute the Bill of Materials envisaged in the contract documents. However, the CONTRACTOR shall have full responsibility under the CONTRACT to sell and supply to the OWNER all materials required for the permanent incorporation in the works and which are required to establish, commission and operate 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.

55.4 **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 All materials shall be deemed to have been accepted only when the material is received at the project SITE and accepted by the ENGINEER-IN-CHARGE. Such acceptance shall however be subject to the terms and conditions of CONTRACT, including the right of rejection and/or replacement as elsewhere herein specified.

55.4.4 Without prejudice to any other terms of the contract, it is clarified that the mere agreement, acceptance or prescription of a Delivery or other Schedule containing an extended time of commencement or completion in respect of the entire delivery(ies) or any of them shall not anyway constitute an extension of time in a terms of the CONTRACT so as to bind the OWNER or relieve the CONTRACTOR of all or any of his liabilities under CONTRACT, nor shall constitute a promise on behalf of the OWNER or a waiver by the OWNER of any of its rights in terms of the contract relative to the performance of the CONTRACT within the time specified or otherwise, but shall be deemed only (at the most) to be a guidance to the CONTRACTOR for better organising his work on a recognition that the CONTRACTOR has failed to organise his supplies and/or make the same within the time specified in the Delivery Schedule.

55.4.5 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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55.4.6 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 ENGINEER-IN-CHARGE / OWNER.
- ii) 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/ ENGINEER-IN-CHARGE'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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE or Inspection Agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the ENGINEER-IN-CHARGE or Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of work and/or proof of weighment of the materials as directed by the ENGINEER-IN-CHARGE or Inspection Agency.
- 55.5.4 If on Inspection or proof, analysis or tests as aforesaid the ENGINEER-IN-CHARGE 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 respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE 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

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CONTRACTOR of his/its full responsibility under the CONTRACT in relation thereto, including in relation to,—fulfilment and/or performance of works or other guarantees envisaged in the CONTRACT.

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**

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 **Deleted**

55.8 **PACKING AND FORWARDING**

- The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner so 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/ ENGINEER-IN-CHARGE the expected date of arrival materials at the site for the information of OWNER/ ENGINEER-IN-CHARGE.
- 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/ ENGINEER-IN-CHARGE EIC may require.
- The following documents shall be sent to the OWNER/ EIC in three copies:
 - a) Signed Invoice(s)
 - b) Delivery Challan
 - c) Packing list.
 - d) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
 - e) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER or TPI waiver certificate issued by OWNER.
 - f) Railway Receipt/LR
 - g) Intimation to Insurance Company for arranging Transit Insurance
 - h) Guarantee certificate (wherever applicable)

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- i) Operation & Maintenance manual (wherever applicable)

55.9 Assembly Marks and Name Plates

- 55.9.1 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.
- 55.9.2 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.
- 55.9.3 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.

55.10 Despatch/Shipping notice

CONTRACTOR shall notify OWNER by E-mail for its information the expected date of delivery of a consignment, date of readiness of EQUIPMENT for shipment, total gross weight and total volume with dimensions.

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

- 55.11.1 CONTRACTOR shall follow the guidelines of Ministry of Road transport and Highways (MORTH) India, for the shipping/transportation of all packages/consignments. The CONTRACTOR shall be responsible to comply with rules relating to E-way Bills and other related provisions under the GST laws for movement of packages/consignments.
- 55.11.2 CONTRACTOR shall make his own arrangements for movement of all consignments including ODC/HLC.
- 55.11.3 CONTRACTOR confirms that it has surveyed the route for transportation of ODC/HLC 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/HLC 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/HLC 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.

55.12 Marking

- 55.12.1 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:

- A. For Imported EQUIPMENT

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Government of India
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- 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.

‘C’ Storage in the open.

55.12.2 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).

55.12.3 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.

55.12.4 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.



55.13 **Packing List**

55.13.1 CONTRACTOR will include in each package an item-wise packing List, Invoice No. and associated drawings.

55.13.2 The packing list and any other documents shall be put in a closed polyethylene envelope and included in each package.

55.13.3 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”.

55.13.4 Shipping documents must always be presented in the number of copies indicated in this CONTRACT.

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55.14 Shipping Arrangements and Forwarding of Documents

CONTRACTOR shall avoid the use of over aged vessels for the shipment of the imported EQUIPMENT under this CONTRACT and if so used, the cost of additional insurance, if any, shall be borne by CONTRACTOR.

55.15 Despatch/Shipment Notice for Insurance.

55.15.1 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.

55.15.2 Insurance for transit risks and other risks shall be covered by CONTRACTOR.

55.16 UTILITIES AND CONSUMABLES ETC.

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 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 ENGINEER-IN-CHARGE and the CONTRACTOR as herein provided.

56.1.2 If the CONTRACTOR fails to apply to the ENGINEER-IN-CHARGE for measurements within 15 (fifteen) days from the date of certification of works completed/ milestone achieved as specified in Clause 56.1.1, the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE, whose decision in this regard shall be final and binding upon the CONTRACTOR. If the Contractor disagrees with the decision of the ENGINEER-IN-CHARGE, the dispute shall be settled as per the provisions of Clause 39.0 of GCC.

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- 56.2.3 All measurements shall be taken jointly by the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE and the measurements so recorded and signed by the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE or his representative. If the CONTRACTOR objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be dated and authenticated by the CONTRACTOR / CONTRACT MANAGER and ENGINEER-IN-CHARGE or his representative. In the absence of any objection noted as 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 at a later date 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 ENGINEER-IN-CHARGE. The decision of the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE, 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 Deleted



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 TOTAL LSTK 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

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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 anywise 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 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 within the scope of work, all customs and import duties, Indian Income Tax, applicable GST, quay, warfare, 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

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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, lighting, 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.
- (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 shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the OWNER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

56.6.0 Deleted

56.7.0 Deleted

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.

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56.8.2 If required by the OWNER, the ENGINEER-IN-CHARGE shall be authorised to require the CONTRACTOR to furnish, and the CONTRACTOR shall, upon the request of the ENGINEER-IN-CHARGE/OWNER, furnish all invoices, vouchers and accounting records as may be deemed necessary by the ENGINEER-IN-CHARGE/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 Contract Performance Security in accordance with the provisions of Clause 56.10.3 on successful completion of the DEFECT LIABILITY PERIOD. However, 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 Contract Performance Security in accordance with clause 56.10.3.0 hereof on successful completion of the DEFECT LIABILITY PERIOD. However, nothing herein 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 Contract Performance Security remaining in the hands of the OWNER in terms of Clause 56.10.3 and associated clauses thereunder.

56.10.0 Deleted

56.11 CLAIMS OF OWNER

56.11.1 The release/payment of any unadjusted balance of the Contract Performance Security (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

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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 Contract Performance Security to the CONTRACTOR.

57.0 UNDERGROUND OBSTRUCTIONS

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 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE, the dispute shall be settled as per the provision of clause 39 of GCC.

57.1 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 ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the OWNER.

58.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES

Within 30 days of execution of the CONTRACT, the CONTRACTOR shall, insofar as necessary, register itself at their own cost with the 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.

59.0 STATUTORY OBLIGATIONS

59.1 CONTRACTOR shall comply with the requirements of statutory provisions and shall be solely responsible for fulfilment 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 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-fulfilment of statutory provisions under any industrial/labour law by CONTRACTOR, the same shall be made good by CONTRACTOR.

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59.2 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).

59.3 The CONTRACTOR shall ensure that the SUB-CONTRACTOR shall comply with the Statutory Requirements, as applicable, for the execution of this CONTRACT.

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.

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 shall be dealt as follows:

62.1 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.

62.2 For taking out balance indigenous/imported surplus MATERIALS 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 ENGINEER-IN-CHARGE and OWNER in this regard.

62.3 Following clause will apply only in case of applicability of concessional custom duty (presently, there is no 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 ENGINEER-IN-CHARGE. 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. However, indigenous Surplus Material as certified by the OWNER will be allowed to be taken back by Contractor after compliance of statutory formalities.

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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 ENGINEER-IN-CHARGE shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.
- 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 ENGINEER-IN-CHARGE 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 CONTRACTOR'S 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 ENGINEER-IN-CHARGE 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

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any matter, claim, and cause of action or thing whatsoever arising of or under this CONTRACT.

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 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 CONTRACT.



71.0 PAYEMENT TO THE SUB-CONTRACTOR

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.

71.1 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 goods supplied, in connection with the performance of the WORK.

71.2 If evidence is not supplied, then the OWNER shall not be bound to make any further payment to CONTRACTOR for that part of work until it is paid by CONTRACTOR.

71.3 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's plan to settle the dispute.

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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 ENGINEER-IN-CHARGE 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 CONTRACTOR shall furnish the code number allotted by the RPFC Authority, to the ENGINEER-IN-CHARGE 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 from time to time 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

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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 ENGINEER-IN-CHARGE periodically or at any date upon such request, as may be made by ENGINEER-IN-CHARGE 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 Confidential Information

75.1.1 Non-disclosure

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, judgement, decree of the Court, Tribunal or Statutory Authority.

75.1.2 Disclosure to Govt. Agency

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, if any 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.

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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.

75.2 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 Contract Performance Security unless specified otherwise in CONTRACT.

75.3 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/CONTRACTOR and liabilities of the CONTRACTOR/OWNER as set out in the CONTRACT shall be to the exclusion of any other rights, remedies or liabilities available at law.

75.4 Payments etc. not to affect rights of OWNER

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 Site Working and Safety Conditions

CONTRACTOR shall follow the SITE working and safety conditions enclosed as Section VI-13.

75.6 Miscellaneous

75.6.1 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.

75.6.2 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 CONTRACT PRICE payable under CONTRACT by reason of its being unable to carry out WORK owing to inclement weather.

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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 ENGINEER-IN-CHARGE 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 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/ PMC 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 ENGINEER-IN-CHARGE. 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 ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-

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CHARGE 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. Rent may be charged for the land so occupied from contractor by the OWNER. 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. Un-authorized buildings, constructions or structures should not 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 authorized 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 ENGINEER-IN-CHARGE.

82.0 Rounding-Off of Amounts:

In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.


83.0 Deleted

84.0 Work In Monsoon and Dewatering

- (i) Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- (ii) During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

85.0 General conditions for construction and erection work:

- (i) The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the OWNER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the OWNER on this account. No extra claims will be entertained by the OWNER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.
- (ii) The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The OWNER will not entertain any claim for idle time payment whatsoever.

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- (iii) The CONTRACTOR shall submit to the OWNER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.

86.0 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 ENGINEER-IN-CHARGE.

87.0 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 ENGINEER-IN-CHARGE's instructions.
- ii) **Defects Prior To Taking Over:** If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion 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 ENGINEER-IN-CHARGE shall issue a Completion 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 Completion Certificate for group/ section/ part.
- iii) **Defects After Taking Over:** In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any

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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 is 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 COMPLETION 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 completion 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 Completion Certificate.

- iv) COMPLETION CERTIFICATE' where ever mentioned shall be read as 'PRELIMINARY ACCEPTANCE CERTIFICATE'

88.0 Field Management & Controlling / Coordinating Authority:



- i) The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the OWNER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.
- ii) The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

89.0 Local Conditions:

- i) It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956/2013, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. TFL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- ii) It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

90.0 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

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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.

91.0 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 ENGINEER-IN-CHARGE -
 - 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 ENGINEER-IN-CHARGE, or
 - iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, 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 ENGINEER-IN-CHARGE requiring such breach to be remedied, or
 - vii) if the CONTRACTOR shall abandon the WORK , or
 - viii) 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 ENGINEER-IN-CHARGE 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

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excess as certified by the ENGINEER-IN-CHARGE 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.



92.0 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 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE 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.

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SECTION – V

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, Manufacturing, supply of equipment, procurement (including, without limitation, all transportation services in connection therewith), Third Party Inspection (TPI) as applicable, Expediting, Site Survey and Condition Assessment, Insurance, Construction and Erection of all Civil & structural, Mechanical, Electrical and Instrumentation Works, Assembly and Installation of Equipments, Obtaining all necessary Statutory Approvals, Pre-Commissioning, Commissioning including conducting of Performance Tests and other work and services upto the PRELIMINARY ACCEPTANCE OF PLANT by the OWNER including 2 months supervisory assistance after successful commissioning and in connection therewith provide all materials, equipment, machinery, tools, labour, 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.

'PLANT' for this NIT shall mean the 'COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAY SIDING TO STORAGE YARD' as detailed below and in the Technical Section of NIT:

1. System Parameters and Operation & Control Philosophy
2. Wagon Tippler
3. Side Arm Charger



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4. Chutes & Hoppers
5. Apron Feeder
6. Belt Conveyor System
7. Paddle Feeder
8. Brakes & Clamps
9. Monorails and Hoists
10. Drive Equipment
11. Belt Scale
12. Dust Control & Miscellaneous System Ventilation System
13. Inline Magnetic Separator and Suspended Magnet
14. Metal Detector

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, Pre-commissioning, commissioning, conducting of PERFORMANCE GUARANTEE TEST RUN and remedying of DEFECTS during DEFECT LIABILITY PERIOD.
- (c) Transportation from works, port of entry and import clearance and handling 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, inspection, testing and commissioning, and PERFORMANCE GUARANTEE TEST RUN 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, tools, supplies and other consumables and services;

Construction water (at one point within factory premises and CONTRACTOR to arrange the line upto their Battery Limit) and Construction Power (1 No. 11 kV feeder of 2 MVA at Existing Substation Near 132 kV Switchyard and CONTRACTOR to arrange tap off Power from this feeder) shall be provided within 3 months of issuance of FOA on chargeable basis (presently @ of Rs



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4.50/m³for Construction Water and Rs 5.915/KWH 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)

Utilities as defined in Technical part of Section VI-2.0 of NIT and shall be made available to the LSTK CONTRACTOR at one point of battery limit 2 months before scheduled Completion Period. However required utilities prior to this will be arranged by LSTK CONTRACTOR.

(h) Rectification of defects during DEFECT 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, 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 (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.
- 1.1.6 The CONTRACTOR shall provide necessary full technical assistance to OWNER including follow-up 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 PERFORMANCE SECURITY as per the enclosed format in line with the provisions of bidding document.
- 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.

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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 Deleted

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:

- (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 consumption 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 vis-a-vis as indicated in this NIT 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 CONTRACT. CONTRACTOR shall review the basic design conditions 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.

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1.2.4 Deleted

1.2.5 Codes and Standards

1.2.5.1 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.

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.

1.2.6 Drawings and Documents



1.2.6.1 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.

1.2.7 Owner's/PMC Review

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

1.2.8 Procurement Services

1.2.8.1.1 As part of the WORK, CONTRACTOR shall procure and pay 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 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

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pursuant to the terms and provisions of the CONTRACT including FINAL PROPOSAL.

1.2.8.1.2 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 Contractual COMPLETION PERIOD. 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. 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.

1.2.8.2 **Equipment**

1.2.8.2.1 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.



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

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

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



1.2.8.2.5 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.

1.2.8.2.6 CONTRACTOR shall furnish drawings and documents of EQUIPMENT as described in Technical part, Section VI. These documents shall include but not limited to technical documents, final drawings, preservation instructions, operation and maintenance

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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.

- 1.2.8.2.7 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 any in correct data/drawings.
- 1.2.8.2.8 All dimensions and weights shall be in metric system.
- 1.2.8.2.9 EQUIPMENT to be supplied and WORK to be carried out under CONTRACT shall conform to and comply with the provision of relevant Regulations/Acts (or 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.
- 1.2.8.2.10 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.
- 1.2.8.3 CONTRACTOR shall furnish unpriced copy of Purchase Orders/Work Order/Contract for equipments and major items as per the list to be mutually agreed (including Priced copy of Purchase Orders/Work Order/Contract 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.
- 1.2.8.4 CONTRACTOR shall arrange & furnish/provide to OWNER,
- a) Lubrication schedule from VENDOR, if required ,
 - b) Mechanical specifications and equipment data sheets for review by OWNER for CRITICAL EQUIPMENT before manufacture is started,
 - c) Shop fabrication drawings as made available by vendor,
 - d) Characteristic curves for pumps and compressors, etc. as made available by vendor,
 - e) Certified drawings including civil scope drawing and loading data, pertinent bulletin, installation, operation and maintenance manuals and test certificates as received from vendor,
 - f) Final revised vendor's drawings including one reproducible, as described in Technical Specifications, before PRELIMINARY ACCEPTANCE.
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g) Any other information as may be sought by OWNER.

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.

1.2.8.5 CONTRACTOR shall provide services of vendor's specialist for installation and commissioning of EQUIPMENT whenever necessary.

1.2.8.6 Deleted

1.2.8.7 **Inspection, Expediting & Testing**

1.2.8.7.1 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 schedule 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 CONTRACT. Copies of all test results/report of the tests shall be furnished promptly by the CONTRACTOR to the OWNER.



Third party Inspection shall be carried by Llyods/BV/TUV/DNV.

1.2.8.7.2 OWNER or its INSPECTOR shall have the right to inspect and/or to test EQUIPMENT to check its conformity to the specifications laid down in the CONTRACT and as per approved QAP (Quality Assurance Plan). 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. Expediting by OWNER's representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.



1.2.8.7.3 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.

1.2.8.7.4 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.

1.2.8.7.5 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.

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- 1.2.8.7.6 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.
- 1.2.8.7.7 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.
- 1.2.8.7.8 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.
- 1.2.8.7.9 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.
- 1.2.8.7.10 CONTRACTOR shall ensure that the permission for inspection/test is granted by its SUB-CONTRACTOR/VENDOR.
- 1.2.8.7.11 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.
- 1.2.8.7.12 All tests and trials in general of EQUIPMENT shall be witnessed by INSPECTOR. Therefore, CONTRACTOR shall confirm to OWNER by E-mail 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. 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
- 1.2.8.7.13 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 institutions will not be considered a case of 'Force Majeure'.
- 1.2.8.7.14 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

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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 boarding, lodging and airfare/rail fare incurred in connection with INSPECTOR shall be borne by OWNER.

1.2.8.7.15 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.

1.2.8.7.16 Nothing in Clause -1.2.8.7.2 to 1.2.8.7.15 shall in any way relieve CONTRACTOR from any warranty or other obligations under this CONTRACT.

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.



1.2.8.7.17 Arrangements for all inspections required by Statutory Authorities and as specified in Technical Specifications shall be made by CONTRACTOR. If 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.

1.2.8.7.17 Rejections, Removal of Rejected EQUIPMENT and Replacement



1.2.8.7.17.1 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.

1.2.8.7.17.2 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.

1.2.8.7.17.3 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 rejected equipment shall become the property of CONTRACTOR.

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- 1.2.8.7.17.4 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.
- 1.2.8.7.17.5 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.
- 1.2.8.7.17.6 In case, the rejected EQUIPMENT is to be taken out of OWNER's premises for repair, Ownershall 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.
- 1.2.8.8 **Packing**
- 1.2.8.8.1 CONTRACTOR shall ensure that packing of EQUIPMENT is as required to prevent their damage or deterioration during transit to its final destination.
- 1.2.8.8.2 The packing, markings and documentation within and outside the packages shall comply strictly with the provisions of CONTRACT.
- 1.2.8.8.3 CONTRACTOR shall be responsible for any eventual consequence occurred to EQUIPMENT due to improper packing of the same.
- 1.2.8.9 **Delivery/Time Schedule and Documents**
- 1.2.8.9.1 Time schedule shall include time for submission of documents/drawings for review/approval, incorporation of comments, if any, and final review of drawings by ENGINEER-IN-CHARGE. Within 14 (Fourteen) working days after receipt by ENGINEER-IN- CHARGE of any document requiring OWNER's review, ENGINEER-IN-CHARGE shall either return one copy thereof to CONTRACTOR as it is, if ENGINEER-IN-CHARGE has no comments or with its comments and reasons thereof.
- 1.2.8.9.2 Special care shall be taken by CONTRACTOR to furnish Manufacturer's Test Certificates, material of construction, make, type, pressure ratings wherever applicable and included in the scope of supply of EQUIPMENT.
- 1.2.8.9.3 In case of delay beyond the stipulated COMPLETION PERIOD, for reasons not attributable to OWNER, FORCE MAJEURE and suspension of WORK by OWNER, even though provisional extension of COMPLETION PERIOD time is allowed by OWNER, all extra costs on account of changes of statutory regulations/Acts or increase in price on any other account, shall not apply to CONTRACT PRICE and the same shall be borne by CONTRACTOR.
- 1.2.8.10 **Despatch, Transportation/Shipping**
-

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- 1.2.8.10.1 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.
- 1.2.8.10.2 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.
- 1.2.8.10.3 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
- 1.2.8.10.4 **Property in EQUIPMENT**
- 1.2.8.10.4.1 In case of all EQUIPMENTS/MATERIALS, 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.
- 1.2.8.10.4.2 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.
- 1.2.9 **Spares, Special Maintenance Tools, Lubricants, Chemicals and Consumable**
- 1.2.9.1 CONTRACTOR shall procure and 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, 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

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with the related items of EQUIPMENT and form part of PURCHASE ORDER for the related items of EQUIPMENT.

1.2.9.2 Lubricants, Chemicals, Consumable etc.

CONTRACTOR shall supply Consumables, lubricants and chemicals, as required for 100% full load run for 6 months operation after successful commissioning (and include the cost in CONTRACT PRICE). Consumables, lubricants and chemicals to be supplied in phased manner and shall be mutually agreed between OWNER and CONTRACTOR considering the consumption and storage capacity.

1.2.9.3 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.

1.2.9.4 Bidder's Recommended Operational Spares

CONTRACTOR shall provide Itemised Price List for Bidder's Recommended operational spares 6 months prior to Mechanical Completion with validity of 2 Years. The recommended spares shall be optimum so as not to cause any short fall or excessive inventory. The price of above shall NOT be included in CONTRACT PRICE.

1.2.9.5 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.

1.2.9.6 Chemicals



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

1.2.9.7 Lubricants

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

1.2.9.7.2 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.

1.2.9.8 Commissioning spares and Consumables

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CONTRACTOR shall supply spares and consumables required for construction, PRE COMMISSIONING, COMMISSIONING, start-up and testing of PLANT. The cost of such spares and consumables shall be included in TOTAL CONTRACT PRICE.

1.2.9.9 **Mandatory Spares**

CONTRACTOR shall provide Mandatory Spares as per Section VI-6.0, of Technical Document. Notwithstanding anything contained in this CONTRACT, the Prices for Mandatory Spares/Insurance Spares shall be included in TOTAL CONTRACT PRICE.

The Lumpsum price for “Mandatory Spares/Insurance Spares” shall be as included in the supply portion of TOTAL CONTRACT PRICE. However, details along with breakup for the above shall be submitted by successful bidder during execution.

1.2.9.10 **General**

1.2.9.10.1 CONTRACTOR shall furnish to OWNER, the blue prints, drawings and specifications of the spare parts.

1.2.9.10.2 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 desires, 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.

1.2.9.10.3 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.



1.2.9.10.4 Type and sizes of bearing/seals and bearing number with make shall be clearly indicated.

1.2.9.10.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to their intended purpose.

1.2.10 **Warrantees and Guarantees**

1.2.10.1 Materials and Workmanship Warranty

1.2.10.1.1 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 from any act or omission of CONTRACT that may develop under

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normal use of the supplied EQUIPMENT in the conditions prevailing in the country of final destination.

1.2.10.1.2 The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for minimum 12 months for all EQUIPMENT 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 COMMISSIONING.



1.2.10.1.3 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, ENGINEER-IN-CHARGE 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 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.

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.

1.2.10.1.4 After the issue of the PRELIMINARY ACCEPTANCE. CERTIFICATE and upto the defect liability period, 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.

1.2.10.1.5 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 transit risks to and from site shall be borne by CONTRACTOR.

1.2.10.1.6 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



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Contract Performance Security shall be suitably extended for the same. The value of the Contract Performance Security during the extended warranty period shall be 10 (Ten) percent of the cost of such repaired/replaced EQUIPMENT or its parts for which documentary evidence to be submitted.

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

At the end of the DEFECT LIABILITY PERIOD or the extended DEFECT 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 SUBCONTRACTORS/SUB- VENDOR(s), the OWNER shall be entitled to the benefit of such longer guarantees.

- 1.2.10.1.7 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.
- 1.2.10.1.8 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 transit insurance, freight, 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.
- 1.2.10.1.9 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.
- 1.2.10.1.10 The acceptance of any equipment by the OWNER shall in no way relieve the CONTRACTOR of his obligation under this clause.
- 1.2.10.1.11 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.

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1.2.10.2 **Design and Vendors'/ Sub-Contractors' Guarantees**

1.2.10.2.1 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.

1.2.10.2.2 CONTRACTOR shall be responsible for all the items of the EQUIPMENT procured by him from VENDORS/ SUB-CONTRACTORS. Further, CONTRACTOR shall replace or repair any item of EQUIPMENT which is demonstrated to be defective under normal operating conditions within DEFECT LIABILITY PERIOD.



1.2.11 **Performance Guarantee of PLANT(S)/ EQUIPMENT**

1.2.11.1 CONTRACTOR guarantees that the performance of PLANTS supplied under CONTRACT shall be strictly in conformity with the specifications and shall perform the duties and have consumption, production and other guarantees set forth in CONTRACT.

1.2.11.2 If the performance of PLANTS and/or any of EQUIPMENT fails as guaranteed and set forth in CONTRACT, CONTRACTOR shall investigate the causes and provide free of cost to OWNER, design, engineering, MATERIALS and services and EQUIPMENT within a reasonable period to prove guarantees. CONTRACTOR's liability in this respect shall be limited as per the provisions of 22.0 of SCC except that the Works Cost Guarantee shall be governed by the provisions of Cl.No.21.2. of GCC.

1.2.12 **STATUTORY APPROVALS**

1.2.12.1 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 LSTK 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 alongwith copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual execution 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.

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1.2.12.2 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.

1.2.12.3 No extension of time shall be granted for meeting the requirement and/or obtaining APPROVAL of statutory authorities.

1.2.12.4 **Government Clearances, Permits and Certificates**

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.

1.2.12.5 CONTRACTOR shall furnish necessary technical information, data, drawing, etc. as and when required by OWNER for submission to Government/Statutory Agencies.



1.2.13 **Network Schedule**

1.2.13.1 OWNER would be using a computerized time and cost monitoring system and CONTRACTOR shall provide necessary input data for the same. CONTRACTOR shall prepare within 30 (thirty) days from date of FOA and provide to OWNER a PROJECT MASTER SCHEDULE indicating the important milestones of activities relating to WORK from date of FOA 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 ENGINEER-IN-CHARGE on monthly basis.

1.2.13.2 CONTRACTOR shall clearly indicate any delay in WORK in the above schedules and shall inform ENGINEER-IN-CHARGE the action taken to achieve the COMPLETION PERIOD.

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

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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 which shall be finalised mutually after issuance of FOA. 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 COMMISSIONING of PLANT on or before COMPLETION PERIOD.

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 authorized 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).

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- 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 in Invitation For Bid (IFB) under clause 2 (E) 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.
- 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**
- 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.
-

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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/CONTRACT with their Sub-Vendor/Sub-Contractor.



1.2.17.4 "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

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 on declaration of MECHANICAL COMPLETION.

MECHANICAL COMPLETION" shall mean completion of erection to such an extent that 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 in accordance with all applicable codes, and laws.
- B. All pressure EQUIPMENT is hydrostatically or pneumatically tested once either in CONTRACTOR'S shop or in the field in accordance with Technical Specifications.
- C. Deleted
- D. Compressor, Pumps, Machinery etc are cold aligned. Couplings are assembled and guards installed as applicable.
- E. 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. Airlines are leak tested.
- F. Relief valves are installed prior to this, and have been checked by the CONTRACTOR in the CONTRACTOR's shop.
- G. 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



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removed. Spring support anchors and guide are checked for removal of all shipping locks.

- H. 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.
- I. Insulation and drying out are completed to the extent necessary to permit start of commissioning.
- J. Pipe support system installed as per drawings.
- K. Painting is completed. EQUIPMENT /MACHINERY, piping duly marked and labelled.
- L. Safety equipments, systems are installed and checked for operations. Effluent management and treatment systems are installed and operational.
- M. All Emergency & Instrument power system are checked and operating.
- N. All chemical & lubricants are charged into the system.
- O. PRECOMMISSIONING has been completed.
- P. The PLANT is ready to take feed
- Q. All packing and bed support materials are installed.
- R. Liquidation of all punch list applicable for achieving MECHANICAL COMPLETION. Balance items of punch list, if any, shall be liquidated as mutually agreed
- S. Temporary constructions facilities are removed to extent necessary to permit start of commissioning of Plant

1.2.19 **COMMISSIONING**

1.2.19.1 CONTRACTOR shall be responsible for COMMISSIONING after Mechanical Completion have been completed giving due regard to safety of EQUIPMENT in accordance with the procedures as per the requirement of Contract document after successful testing, pre-commissioning & trial run and per sound engineering practices. LSTK CONTRACTOR shall provide operating and maintenance personnel for the

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same. The COMMISSIONING activities shall be conducted as detailed in Section VI-4.0 of NIT)

1.2.19.2 CONTRACTOR shall provide engineers as required to commission the PLANT. CONTRACTOR shall be responsible to provide supervision personnel for operation of PLANT for a period of 2 months from date of successful commissioning and OWNER will operate the PLANT under the supervision and instructions of CONTRACTOR.

1.2.20 **Performance Guarantee Test Run (PGTR)**

'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.

During 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
CONTRACTOR shall successfully complete PERFORMANCE TEST as specified in Technical Section-VI, 8.0 of NIT.

1.2.21 Deleted

1.2.22 **2 Months Supervisory Assistance.**



Owner requires two months supervisory assistance after successful Commissioning with designated selected manpower as per the requirement specified in Technical Section VI-8.0, of NIT. LSTK Contractor shall include the cost of above services in TOTAL CONTRACT PRICE.

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 of SCC. 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 Deleted

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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 date of FOA until PRELIMINARY ACCEPTANCE, as described under Clause -1.2.13 above. These schedules shall include the activities of CONTRACTOR, SUB-CONTRACTOR/Sub-Vendor. CONTRACTOR shall monitor progress continuously and submit to EIC 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 ENGINEER-IN-CHARGE 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 advise OWNER for a period of five (5) years from date of COMMISSIONING 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. 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.

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

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mutually agreed terms or take remedial action as may be necessary in order to comply with COMPLETION PERIOD and any other activities leading to PRELIMINARY ACCEPTANCE.

1.2.28 Co-ordination

1.2.28.1 CONTRACTOR shall render all necessary assistance to ENGINEER-IN-CHARGE required for overall co-ordination of all activities connected with WORKS. For this purpose, CONTRACTOR and ENGINEER-IN-CHARGE shall agree on a meeting as soon as practicable after issuance of FOA, with SUBCONTRACTOR/vendor's and such other parties as are necessary to settle the following:



- a) Review the basic design conditions set forth in FINAL PROPOSAL and where appropriate, review possibilities of standardisation.
- b) Assess the priorities and key dates required to be included in CONTRACTOR'S PROJECT MASTER SCHEDULE.
- c) Make an assessment of all items requiring co-ordination.
- d) Fix up a date and agenda of any subsequent meeting as may be required in association with OWNER.
- e) Discuss with ENGINEER-IN-CHARGE and furnish all technical information.

In the event, ENGINEER-IN-CHARGE 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.

1.2.29 Notices and Reports

1.2.29.1. CONTRACTOR shall submit the following copies of notices to ENGINEER-IN-CHARGE as part of the Scope of Work:

- a) 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.
- b) 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.
- c) 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.
- d) Any other matter/issue that involves OWNER's interest.

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1.2.30 **CONTRACTOR's Representative and Key Personnel**



1.2.30.1 CONTRACTOR shall with prior consent of ENGINEER-IN-CHARGE, appoint a CONTRACT MANAGER to manage the execution of WORK and to be nominated as CONTRACTOR's Representative. 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.

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.
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- 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 COMPLETION PERIOD.
- 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 General

- 1.2.32.1 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.
- 1.2.32.2 CONTRACTOR shall arrange insurance pursuant to Clause 28.0 of GCC, at its own cost.
- 1.2.32.3 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 Deleted

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 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.

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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:

- a) Review/APPROVAL of drawings as per Technical Section and other documents connected with basic and detailed engineering.
- b) Review of specifications for EQUIPMENT, lists of spare parts and special maintenance tools, and lists of special construction aids, tools, tackles, and fixtures.
- c) 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 EIC under the CONTRACT. The EIC 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 ENGINEER-IN-CHARGE and the CONTRACT MANAGER.

2.4 Deleted

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

OWNER may associate its personnel with the construction and erection of PLANT to familiarise the personnel with WORK, and generally to prepare for proper operation and maintenance of PLANT.

2.7 Feed stock and Utilities

OWNER shall make available the utilities as specified in Section VI-2.0 of bid document for commissioning and PGTR.

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2.8 Site Facilities

OWNER shall provide the following SITE facilities:

- a) Land for Construction Activities
- b) General safety and security without prejudice to Contractor's obligations.
- c) Construction Power & Construction Water shall be provided as per clause 1.1.1 (g) above
- d) Free and unrestricted access to SITE for CONTRACTOR's Authorized Personnel
- e) OWNER shall NOT provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of CONTRACTOR/ SUB-CONTRACTOR, deputed at SITE for performing WORK under CONTRACT.
- f) Area for making shed/covered storage for storing EQUIPMENT.



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 the Scope of Work, and may cause the CONTRACT PRICE, the work schedule or the COMPLETION PERIOD or any other CONTRACTOR's WARRANTIES to be adjusted.

CONTRACTOR shall be entitled to an extension of time to COMPLETION PERIOD suffered and/or payment of additional costs incurred as a result of any change in law or legislation, by way of a CHANGE ORDER, in case it is necessitated or if it becomes applicable.



- 3.2 The ENGINEER IN CHARGE shall have the right to make any alterations in, omission from, additions to or substitutions for in the scope of work, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER IN CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER IN CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or

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substituted WORK under this clause shall be worked out in accordance with the following:-

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER IN CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER IN CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER IN CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

- 3.3. If it is established that a request for Change in Work asked by Owner does not fall under original Scope of Contract, then CONTRACTOR shall promptly submit cost estimate, and / or time extension and / or terms of payment (as applicable) 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 as per clause 3.2 above.
- 3.4 If in CONTRACTOR's opinion fulfillment of any of its obligations under CONTRACT would be jeopardized by a CHANGE IN WORK requested by OWNER, then CONTRACTOR shall explain in writing to OWNER the reasons for not accepting these changes within fifteen (15) 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:
- a) 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
 - b) Any change necessitated due to requirements of prevalent laws in India upto the time of submission of FINAL PROPOSAL.
- 3.8 This clause is to be read in conjunction with Clause No. 5.0 of GCC.

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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 Technical, Section VI-8 of NIT have been successfully carried out as per Plant Acceptance criteria specified at Clause 5.0 below and OWNER has issued PRELIMINARY ACCEPTANCE CERTIFICATE.

5.0 PLANT ACCEPTANCE CRITERIA



Subject to fulfilling PERFORMANCE AND GUARANTEE TESTS as per Section VI-8.0 of NIT and Clause 18.0 of SCC, OWNER shall be in readiness to accept the PLANT. CONTRACTOR shall take all steps to fulfil the provisions of the CONTRACT for OWNER to issue PRELIMINARY ACCEPTANCE CERTIFICATE. The care and custody of the PLANT shall be passed on to OWNER on COMMISSIONING of all the PLANT.

6.0 PRELIMINARY ACCEPTANCE

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) Deleted (iv) PGTR has been conducted by LSTK Contractor 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 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

6.1 ISSUANCE OF PRELIMINARY ACCEPTANCE CERTIFICATE

Within 30 (thirty) DAYS from completing successfully all activities as defined at clause 6.0 above 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 associated payment as per provisions of the CONTRACT due to CONTRACTOR subject to CONTRACTOR's fulfilling the obligations stipulated under CONTRACT.

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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 WORK. 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 for Training of OWNER's personnel in the operation and maintenance of plant at CONTRACTOR's other similar installations. The timing of training shall be mutually discussed and agreed between the parties. The costs towards travel, transportation and living expenses of the OWNER's personnel shall be borne by OWNER.

CONTRACTOR shall make arrangements, for training of OWNER's personnel in similar PLANT of CONTRACTOR's design having comparable capacity and design features and in VENDOR's workshops (for scope & duration of training refer relevant Section VI of Technical part of NIT). 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.

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.

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9.3 The Contract shall be treated as a “WORK CONTRACT SERVICE”.

10.0 FINAL BILL

10.1 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).

10.2 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 10.1 hereof shall separately state and include therein all claims of the CONTRACTOR, if any, with full particulars of the nature of such claim and grounds on which it is based and the amount claimed.

10.3 The Final Bill drawn in accordance with Clause 10.1 shall be submitted together with the PRELIMINARY ACCEPTANCE CERTIFICATE to the ENGINEER-IN-CHARGE for certification, who shall certify the Final Bill, if drawn in accordance with Clause 10.1 After certification of the ENGINEER-IN-CHARGE, 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.



10.4 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 10.1 hereof and associated provisions there under accompanied by the PRELIMINARY ACCEPTANCE CERTIFICATE in respect of the WORKS.

10.5 Payments of the amount(s) due on the Final Bill to the extent certified by the ENGINEER-IN-CHARGE, shall be made within 84 (Eighty Four) days from the due date as specified in Clause 10.4 hereof, subject to the deductions provided in Clause 10.6.

10.6 All payments due to the CONTRACTOR on the Final Bill shall be subject to, tax deductions as provided for in Clause 11.0 and associated clauses there under and any other deduction provided in the CONTRACT 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.

11.0 Deleted

12.0 Deleted

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13.0 STATUTORY VARIATION IN TAXES AND DUTIES

- 13.1 No variation on account of taxes and duties, statutory or otherwise, (other than due to change in turnover) shall be payable by OWNER to CONTRACTOR, except for GST. Any statutory variation in GST, shall be payable up to COMPLETION PERIOD against documentary evidence. Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Goods and Services provided to the OWNER shall be refundable to the OWNER at actuals within the COMPLETION PERIOD and also during the delayed contractual Project completion, if any. The CONTRACTOR shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 13.2 Any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid but before COMPLETION PERIOD shall be to OWNER's Account.
- 13.3 In case of delayed completion beyond the COMPLETION PERIOD for reasons solely attributable to Contractor, even though extension of completion time is allowed by OWNER, all extra costs on account of changes of statutory regulations/ acts shall not apply to the Contract price and shall be borne by the CONTRACTOR.

However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER.



In case the COMPLETION PERIOD is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST 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 COMPLETION PERIOD shall be to OWNER's Account.

- 13.4 Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

14.0 TERMS OF PAYMENT

- 14.1 Payments shall be made by OWNER to the CONTRACTOR through RTGS / NEFT.

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14.2 MOBILISATION ADVANCE

The CONTRACTOR shall be paid an interest bearing recoverable Mobilisation Advance on request, limited to maximum 10% (Ten percent) of the TOTAL CONTRACT PRICE (excluding GST) provided Bank Guarantee is submitted by the CONTRACTOR for 110% of advance (including GST).

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 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:

- a) Unconditional Acceptance of Fax of Acceptance (FOA) by CONTRACTOR.
- b) Submission of Bank Guarantee(s) for 110% value of the said advance(s) including GST, valid for 15 months from date of FOA, as per format F-18. 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)."
- c) Submission of Bank Guarantee(s) by way of Contract Performance Security 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:

1. The CONTRACT PRICE for the purpose of cum Contract Performance Security would be derived on date of CONTRACT and would not be revised except in case scope of work is altered.
2. 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

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without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).

3. Mobilization Advance (principal plus interest) 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.

4. Bank Guarantee furnished by the Contractor towards mobilization advance may be reduced quarterly subject to adjustment made from Contractors running bill. The BG against Mobilization advance shall be returned immediately after full recovery of advance.
5. 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 installment of advance.

14.3 Subject to the other provisions of the Contract documents, payments shall be made as follows:



14.3.1 Mobilization Advance :

Interest bearing Mobilization advance limited to 10% of Contract value shall be given, if asked by the Bidder, as indicated above.

Successful Bidder to indicate their requirement as to the quantum of first installment of Mobilization Advance (not more than 5% of the contract price) and the second installment of Mobilization Advance such that first installment and the second installment add up to 10% of the CONTRACT PRICE.

14.3.2 A FOR SUPPLIES:

- i) 10% (Ten Percent) of Total supply value excluding GST (excluding, spares, construction material and consumables) will be released on placement of all purchase orders as per the list of major tagged items. Major tagged items list to be finalised within 45 days from date of issuance of FOA. This payment shall be released after submission of Bank Guarantee

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for equivalent value (i.e. 10% (Ten Percent) of Total supply value excluding GST (excluding, spares, construction material, consumables).The Bank guarantee to be submitted 21 days prior to claim of advance. This Bank Guarantee shall be valid upto 3 months after the COMPLETION PERIOD and may be renewed, as per the instruction of OWNER for such extended period. However, this Bank Guarantee shall be released after receipt of supply of all major tagged items (excluding, spares, construction material, consumables) at SITE and acceptance of same.

ii) **AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS:**

35% (Thirty five percent) on pro-rata basis as indicated in the approved Billing schedule (refer clause 15.0 below). Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents:



- a) Signed Invoice(s)
- b) Delivery Challan
- c) Packing list.
- d) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- e) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER/PMC, or waiver certificate issued by OWNER/PMC.
- f) Railway Receipt/LR
- g) Certificate of Insurance Policy
- h) Guarantee certificate (wherever applicable)
- i) Operation & Maintenance manual (wherever applicable)

iii) **AGAINST RECEIPT OF MATERIAL AT SITE :**

40% (Forty Percent) on pro-rata basis as indicated in the approved Billing schedule 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.

iv) 5% (Five percent) as indicated in the approved Billing schedule on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).

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v) 8% (Eight percent) as indicated in the approved Billing schedule on successful COMMISSIONING and on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.

vi) 2% (Two percent) as indicated in the approved Billing schedule on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

B FOR SPARES & LUBRICANTS:

i) AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS :

40% (Forty percent) on pro-rata basis as indicated in the approved Billing schedule. Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents with the CONTRACTOR's invoice.



- (a) Signed Invoice(s)
- (b) Delivery Challan
- (c) Packing list.
- (d) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- (e) 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.
- (f) Railway Receipt/LR
- (g) Certificate of Insurance Policy
- (h) Materials Safety Data Sheet (MSDS) for Chemicals & Catalyst

ii) AGAINST RECEIPT OF MATERIAL AT SITE. :

45% (Forty Five percent) on pro-rata basis as indicated in the approved Billing schedule 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) as indicated in the approved Billing schedule on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).

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- iv) 8% (Eight percent) as indicated in the approved Billing schedule on successful COMMISSIONING and on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- v) 2% (Two percent) as indicated in the approved Billing schedule on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

14.3.3 FOR SERVICES (including transportation, insurance, installation Erection & Commissioning and excluding training of owner's personnel)

- i) 85% (Eighty Five Percent) of the Services Price component shall be paid on pro-rata basis against progress of Service 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) as indicated in the approved Billing schedule on successful COMMISSIONING and 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 TRAINING OF OWNERS PERSONNEL

100% (Hundred Percent) of payment shall be released on completion of training as indicated in the approved Billing schedule.

14.3.5 2 MONTHS SUPERVISORY ASSISTANCE

100% (Hundred percent) on monthly basis as indicated in the approved Billing schedule.

- 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 EIC by the Bidder. The payment shall be released within 30 days of submission of invoice.
- 14.4 All payments other than the Mobilization Advance shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

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14.5 PAYMENT METHODOLOGY

CONTRACTOR shall enclose all documents as per check list issued by PMC/OWNER. After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC) / PMC, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the Contractor within a period of seven (07) working days from submission of certified bill by PMC to TFL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to TFL.



14.6 All invoices shall be submitted in quadruplicate to EIC by the Bidder.

15.0 BILLING SCHEDULE

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.

The Billing Schedule shall consist of the following Heads:

1.0	SUPPLIES (Break-up in line with the Material Control Index-MCI)
a.	Total of Supplies (excluding Spares , Chemicals, Lubricants)
b.	Mandatory/Insurance Spares as per list enclosed in Section VI-10
c.	Lubricants
d.	Others
2.0	SERVICES
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)
c.	Installation
d.	Erection
e.	Commissioning
f.	PGTR
g.	Insurance
h.	Others
3.0	Civil And Structural Works
4.0	Training of Owner's Personnel
5.0	2 months supervisory assistance after successful commissioning

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The CONTRACTOR shall raise "Tax Invoices" on the OWNER against the GST to enable OWNER to reimburse the same

The GST paid on the local procurements by the CONTRACTOR have to be shown separately with all the supporting documents 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. Bidder shall indicate all Prices in INR only
2. 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.
3. 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.
4. The total price payable under the CONTRACT shall be restricted to TOTAL CONTRACT PRICE.
5. The Civil & Structural Works shall include but not limited to the Price of Piling, Equipment Foundation, Buildings, Structural Works, etc.
6. 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 Commissioning and Mandatory Spares, etc.
7. Total price of Basic Engineering and Detailed Engineering quoted in shall 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.
8. CONTRACTOR shall be entirely responsible for all taxes, cess, stamp duties, 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, income tax, etc. as applicable on performance of WORK under CONTRACT, in India. All such taxes, stamp duties, cess, licence fees, and other such levies applicable shall be included in the quoted TOTAL CONTRACT PRICE.

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16.0 DEEMED ACCEPTANCE

In case COMMISSIONING & PGTR of a PLANT is delayed by 12 months from successful MECHANICAL COMPLETION of the PLANT due to reasons solely attributable to the OWNER, the PLANT shall be considered as DEEMED ACCEPTED with a DEFECT LIABILITY PERIOD of another 12 months from DEEMED ACCEPTANCE.

In case of DEEMED ACCEPTANCE, a reasonable cost for conductance of Performance Guarantee Tests shall be worked out mutually and shall be retained by OWNER. Payment against PRELIMINARY ACCEPTANCE, less the aforesaid retention amount shall be released upon DEEMED ACCEPTANCE of the PLANT. The CONTRACT PERFORMANCE SECURITY shall be extended by the CONTRACTOR so as to ensure validity of three (03) months beyond 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 14 months from successful MECHANICAL COMPLETION. In that case, remaining activities including PERFORMANCE GUARANTEE TEST RUN shall be completed as per the terms & conditions of the CONTRACT and CONTRACT PERFORMANCE SECURITY shall be extended, accordingly, by the CONTRACTOR so as to ensure minimum validity of 3 months beyond the expiry of DEFECT LIABILITY PERIOD.

Even after the DEEMED ACCEPTANCE, CONTRACTOR shall not be absolved from his obligations of carrying out COMMISSIONING including PGTR. 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 at the time of conductance of COMMISSIONING & PGTR by OWNER which shall be within DEFECT LIABILITY PERIOD. The OWNER shall reimburse the reasonable cost to be incurred by the CONTRACTOR for remobilization.

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 DEFECT

17.1 The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE/DEEMED ACCEPTANCE

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If at any time before the PRELIMINARY ACCEPTANCE or during the DEFECT LIABILITY PERIOD stated below, the OWNER:

- (a) Claims 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 possible make good the DEFECT 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 EIC, submit his proposals for making good any DEFECT to the EIC 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.

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 EIC 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 DEFECT 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 DEFECT LIABILITY PERIOD). However, extended DEFECT LIABILITY PERIOD shall have an upper limit of 24 months, starting from the date of Commissioning. .

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

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CONTRACT, proceed to do the work in such a manner as the ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE and the CONTRACTOR may agree the amount to be paid by the CONTRACTOR, or in the absence of agreement the ENGINEER-IN-CHARGE shall decide such amount as may be reasonable. Such amount shall be:

- a) deducted from any money that would otherwise be payable under the CONTRACT;
or
- b) paid by the CONTRACTOR to the OWNER

17.8 If the PLANT cannot be used because of a DEFECT to which this Clause 17 applies, the DEFECT LIABILITY PERIOD, or if applicable the extended DEFECT LIABILITY PERIOD, shall be extended by a period equal to the period during which it cannot be used. Similarly the DEFECT LIABILITY PERIOD, or if applicable the extended DEFECT 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 Technical, Section VI-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 EIC/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 EIC 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.

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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 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 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 EIC, 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 EIC, submit to the EIC 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 Section VI-8.0 (TECHNICAL) 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

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- (b) pay the applicable MUTUALLY AGREED DAMAGES in terms of clause 31 GCC.

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:
- a) instruct the CONTRACTOR to investigate or to co-operate with the EIC 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 EIC 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 VI-8.0 of NIT for reasons attributable to the CONTRACTOR, the OWNER shall have right to proceed with the encashment of Contract Performance Security and other provisions also take all action as per Clause 34 of GCC shall further apply.

19.0 FINAL ACCEPTANCE CERTIFICATE

- 19.1 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 in accordance with Clause 17 (Liability for Defects), whichever is later, the EIC shall issue a FINAL ACCEPTANCE CERTIFICATE to the CONTRACTOR certifying

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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.

19.2 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 the PLANT and made good all DEFECTS therein in all respects in accordance with his obligations under the CONTRACT.

No FINAL ACCEPTANCE CERTIFICATE shall be conclusive as stated above if FINAL ACCEPTANCE CERTIFICATE was issued in reliance upon any fraudulent act, misrepresentation or concealment.



19.3 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.

19.4 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.

19.5 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.

19.6 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 CONTRACTOR as and by way of Contract Performance Security shall be subject to the

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CONTRACTOR replacing such Bank Guarantee(s) 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.

20.0 **COMPLETION PERIOD:**

Completion period for the entire package shall be 22 (Twenty Two) months from the date of FOA.

21.0 **MUTUALLY AGREED DAMAGES (MAD)**



21.1 **For Delay in Completion**

21.1.1 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.

21.1.2 However, it is not incumbent upon the ENGINEER-IN-CHARGE 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.

21.1.3 The time stipulated in the CONTRACT for the execution and completion of the works is shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to attain the PRELIMINARY ACCEPTANCE of PLANT within the CONTRACTUAL COMPLETION SCHEDULE due to the reasons not attributable to OWNER, then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5% of the TOTAL CONTRACT PRICE (excluding taxes) per week of delay or part thereof. The total deductions under this head shall not exceed 5% of the TOTAL CONTRACT PRICE (excluding taxes).

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

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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.

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.

The decision of the OWNER on the applicability of MAD shall be final and binding on the CONTRACTOR.

21.2 For Failing to Meet Guaranteed Works Cost

LSTK bidder shall guarantee overall consumption of Utilities so as to guarantee the works cost for all the facilities provided by the CONTRACTOR as detailed in Technical Sec. VI-8.

In the event works cost is more than 100% but upto 102.5% of the Guaranteed Works Cost, then the CONTRACTOR will pay to OWNER Mutually Agreed Damages for the applicable PLANT as under:



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 (excluding taxes).

If the Guaranteed Works Cost as demonstrated during the performance test is more than /102.5% of the Guaranteed Works Cost, then CONTRACTOR at their own cost 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 and necessary action as per clause 34 of GCC shall be taken by OWNER.

22.0 OVERALL CEILING ON TOTAL LIABILITY

22.1 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.

22.2 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 22.1 above.

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23.0 “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.

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.

24.0 STANDARD CONDITIONS OF SCC: PART I TO PART III

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Brief guidelines and Annexures related to labour laws/Acts for Workmen/labour are enclosed as STANDARD CONDITIONS OF SCC: PART I to PART IV.

STANDARD CONDITIONS OF SCC: PART I

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. **The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)**

1.1. **Minimum Wages:**

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of TFL. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x (monthly wages / number of days in the relevant month)

However, in case the resource has worked for less than 7 working days in a particular month, the payment of wages is to be made as per the actual number of days worked based on notified wage rate per day.

Illustration I (05 days per week working pattern):

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	8	2	18	603	15678	1119.86	14558.14
2	March	31	10	5	16	603	15678	2528.71	13149.29
3	April	30	8	10	12	603	15678	5226	10452.00
4	May	31	10	-	4	603	2412	0	2412.00

Illustration II (06 days per week working pattern):

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	4	2	22	603	15678	1119.86	14558.14
2	March	31	5	5	21	603	15678	2528.71	13149.29
3	April	30	4	10	16	603	15678	5226	10452.00
4	May	31	5	-	4	603	2412	0	2412.00

1.2. Payment of Wages:

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of TFL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of TFL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. Payment of Bonus:

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

The amount towards the payment of bonus/ex-gratia shall be released / reimbursed to the contractor, after submission of proof of payment.

2. Leaves/ Leave with wages/ Holiday:

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948

/ Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
- iii. As per the **Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965 (if applicable)**: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR alongwith proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in TFL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).**
- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the ***International Worker Portal of EPFO.***

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Policy** within the overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI).

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 3 Lakhs** per resource for the entire period of contract covering all resources deployed under the contract.

7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from TFL.

8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge /

authorized representative of TFL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.

- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, then TFL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b) The Maternity Benefit Act, 1961
 - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e) Contract Labour (R&A) Act-1970
 - f) Employees' Provident Fund & Misc. Provisions Act- 1952
 - g) Employees' State Insurance Act-1948
 - h) Employees' Compensation Act, 1923
 - i) Payment of Gratuity Act, 1972
 - j) Minimum of Wages Act,1948
 - k) The Payment of Wages Act,1936
 - l) The Payment of Bonus Act,1965

STANDARD CONDITIONS OF SCC: PART II

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify TFL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify TFL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify TFL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against TFL.
4. The Contractor shall also indemnify TFL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of **18 years** and above age of **58 years** shall be deployed by the contractor for the execution of the contract.
7. **Appointment/Nomination of supervisor:**
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of TFL while at the site/work. All existing and amended safety / fire rules of TFL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / TFL's Doctor.

13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of TFL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in TFL** under the provisions of the Apprentices Act, 1961.
16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of TFL or at a place **within a radius of three kilometers**.
17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
18. **Gate/ Entry Pass or Authorization:**
Entry to the premises of TFL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
21. **Police verification**
 - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in TFL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of TFL under this contract awarded to him.
 - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of TFL and has come to the notice of TFL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of TFL.
22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.

STANDARD CONDITIONS OF SCC: PART III

Compliance of Government of India Directives

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of TFL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to TFL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in TFL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) – if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. The Contractor shall inform TFL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

Details in support of RA Bill for the Month of _____, 20__

- (1) Name of the Firm/Agency/Contractor _____
- (2) Nature of Contract: Job/ Service _____
- (3) Period of Contract: From _____ to _____
 - (a) Extension Period of Contract, if any from _____ to _____
 - (b) Place where contract workmen are working _____
- (4) Postal address of the Contractor: _____
- (5) Phone No. of the Contractor: _____
- (6) Fax No. and Email of the Contractor: _____
- (7) Name and Address of PF office from where EPF Code No. has been allotted: _____
- (8) EPF Code No. allotted by PF office: _____
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: _____
- (10) ESI Code No. allotted by ESIC office: _____
- (11) Labour License No. _____ dated _____
- (12) Validity period of Labour License from _____ to _____
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:
 - a) EPF Challan No. _____ Amount _____ Date _____
- (16) Details of Deposition of contribution towards ESI
 - a) ESI Challan No. _____ Amount _____ Date _____
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
If Yes, No. of such Inter-state Migrant Workers: _____

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed TFL/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Signature of Bidder.....

Name of Bidder.....

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum Compensation Liability under Employee's Compensation Act, 1923 along with a Mediclaim policy within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI)	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 3 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	Accidental death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of death due to any reason	