



सीएमपीडीआई

CMPDI

A Mini Ratna Company

**DETAILED TENDER DOCUMENT
FOR**

SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC CONTINUOUS DRUM COMPOSTER WITH INTEGRATED CRUSHER TO CONVERT THE ORGANIC WASTE GENERATED FROM THE CAMPUS OF CMPDI RANCHI INCLUDING CIVIL, STRUCTURAL, ELECTRICAL AND MECHANICAL WORKS AND ALL OTHER ACCESSORIES ON TURNKEY BASIS WITH OPERATION SIX YEARS AND COMPREHENSIVE MAINTENANCE OF PLANT FOR FIVE YEARS AFTER 01 YEAR WARRANTY PERIOD



Central Mine Planning and Design Institute Ltd.

(A Subsidiary of Coal India Ltd.)

Gondwana Place, Kanke Road,

Ranchi - 834008 (Jharkhand)

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SECTION 1

E-TENDER NOTICE



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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)
Corporate Identity Number (CIN): U14292JH1975GOI001223

NIT No.: 05 of 2022-23

Dated: 10.06.2022

e-TENDER NOTICE

1. Tenders are invited on-line under single cover system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Name of Work	Estimated Cost (Including GST) (In Rs.)	Earnest Money (In Rs.)	Completion period of work (In Days)
Supply, Installation and Commissioning of Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500 kg/day at CMPDI HQ, Ranchi	59, 70,790.00	74,700.00/-	120 (One Hundred Twenty)

2. Time Schedule of Tender:

S No.	Particulars	Date	Time
a.	Tender e-Publication date	Details available at coalindiatenders.gov.in	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Bid Opening date		

Note: End user portal agreement of CIL is applicable for CMPDI also. Joint Venture and Reverse auction are not allowed for this tender. Auto Extension in critical dates may be done as per relevant clause of the NIT.

- ❖ In this case/work minimum wages of Chief Labour Commissioner (Central) is applicable.
- ❖ ITC not available in this work.

Detailed tender notice & Tender documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.nic.in> and Tender Notice only shall be available at websites www.cmpdi.co.in & www.eprocure.gov.in

Sd/-
HoD (TE)

Copy to :

1. TS to D(T/ES), CMPDI, Ranchi.
2. GM(Vigilance), CMPDI Ranchi.
3. Office Copy.



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सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
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Notice Inviting Tender

1. Tenders are invited on-line under single cover system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Name of Work	Estimated Cost (Including GST) (In Rs.)	Earnest Money (In Rs.)	Completion period of work (In Days)
Supply, Installation and Commissioning of Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500 kg/day at CMPDI HQ, Ranchi	59, 70,790.00	74,700.00/-	120 (One Hundred Twenty)

For site visit of location of work, the prospective bidder(s) may contact

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
HoD (Civil) CMPDIL, Kanke Road, Ranchi-834008	Shri Rakesh, Manager (Civil), CMPDIL HQ, Ranchi M-9644594972

- ❖ In this case/work minimum wages of Chief Labour Commissioner (Central) is applicable.
- ❖ ITC not available in this work.

2. Time Schedule of Tender:

S No	Particulars	Date	Time
a.	Tender e-Publication date	Date and time as mentioned in the website	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Bid Opening date		

Note: The auto extension of submission of bid shall be applicable as per relevant clause mentioned in this NIT.

3. **Earnest Money Deposit (EMD): 1.25% of Estimated Value.**

The bidder will have to make the payment of EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD either through NET-BANKING from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.

In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

4. **Pre-bid Meeting (If Applicable):** The pre-bid meeting shall be held in the office of HoD (TE), Tender Inviting Authority with address on the scheduled date & time, as specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall not circulate proceedings of the pre-bid meeting.

5. **Clarification of Bid:**

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

6. **User Portal Agreement:**

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. **Eligible Bidders:**

The invitation for bid is open to all the bidders including an individual, proprietorship firm, partnership firm having Digital Signature Certificate (DSC) issued from any agency

authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA

Note: Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) crores.

8. Eligibility Criteria:

A. Work Experience

The intending tenderer must have in its name experience of having successfully completed similar works during last 7 (Seven) years ending last day of month previous to the one in which bid applications are invited i.e., e-publication date on procurement portal should be any of the following.

i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.

Or

ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.

Or

iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender.

The definition of Similar work shall be as follows:

“Supply and Installation and commissioning of Organic Waste Converter/Automatic Continuous Drum Composter of minimum 250 kg per day capacity and above”

The intending tenderer must submit documentary evidence in support of above in the form of

- (i) certified copy of work order,
- (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.

Note:

The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

Joint Venture shall be allowed for participation in the bid with estimated cost of work above Rs. 2.00 (two) crores.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as

maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

Completion of works means completion of works by undertaking entire responsibility from **Design, Supply, Installation, Construction and Commissioning of the project and Operation, comprehensive maintenance of the plant for whole contract period.**

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said seven years period.

Cost of previous completed work(s) shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Updating will be considered for full or part of the year (total no. of days / 365) i.e., considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Data to be furnished by the Bidders:

- i. Start date & end date of each qualifying experience (similar nature)
- ii. Work order Number /Agreement Number of each experience
- iii. Name & address of Employer/Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience in case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm. The proportionate value of experience in proportion to actual share of bidder in that joint venture firm/partnership firm will be considered against eligibility else it shall be taken as 100%.
- v. Executed Value of work against each experience
- vi. In case the bidder is a JV, work experience as above may be furnished as the work experience of the bidder

Scanned copy of documents to be uploaded by bidders (Confirmatory Document):

For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents

B. Financial Turnover

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender.

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute

of Chartered Accountants of India, containing the information as furnished by bidder online.

The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/ High Commission concerned, towards authenticity of document.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)

Note:

Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e., considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g., financial resources of the individual partners of the J.V. will be added together, for the relevant financial year and the total should not be less than as spelt out above.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of certificate issued by Chartered Accountant.

Note:

- a. Confirmation regarding possessing of Financial Turnover issued by a Practicing Chartered Accountant in the form of Yes / No.

Scanned copy of documents to be uploaded by bidder(s) in bidder space (Other Important Document)

C. Working Capital

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) i.e., inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

The participating share of JV members shall be as below:

- 1) Lead member shall have at least 50% participating share in JV.
- 2) Other member(s) shall have at least 20% participating share in JV.

In case of JV, the requirement of Working Capital under this clause shall be met as per the following proportion:

- a) The lead member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.
- b) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.

Data to be furnished by Bidder on-line:

- i. Amount of available working capital inclusive of access to lines of credit and availability of other financial resources
- ii. Date on which the bidder possesses the required working capital
- iii. Name of the Chartered Accountant (CA)
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of Certificate
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

If a Bidder participates as a Joint Venture (JV) the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for them.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT): Certificate of Working Capital issued by a Practicing Chartered Accountant having a member- ship number with Institute of Chartered Accountants of India (with UDIN) containing the information as furnished by bidder online.

D. Permanent Account Number (PAN): The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

Scanned copy of documents to be uploaded by bidder(s) in bidder space (Other Important Document: PAN CARD of the bidder

E. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Note:

Scanned copy of documents to be uploaded by bidder(s) in bidder space (Other Important Document).

F. Purchase Preference under ‘Make in India’ Policy for “Local supplier”

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

- A. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- C. ‘Non-Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. ‘Local Content’ means the amount of value added in India which shall 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.
- E. ‘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. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

Confirmation in the form of Yes/No in GTE regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note: -

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall self-certification indicating the percentage of local content in the offered items.

- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

Scanned copy of documents in respect as above to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

G. Legal Status of the bidder:

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT)

Any one of the following documents:

1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder.
2. Partnership deed containing name of partners
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
4. Joint Venture Agreement containing name of partners and lead partner, power of attorney to the lead partner and share of each partner.

(The partnership firm / JV is required to submit written consent of all the partners to Arbitration clause.)

H. Digital Signature Certificate (DSC):

If the bidder himself is the DSC holder bidding on-line, then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

1. If the bidder himself is the DSC holder bidding on-line then no document is required.
2. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder

The bidders are required to upload relevant document(s), issued by competent/ appropriate authorities.

I. Undertaking:

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT)

A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the annexures.

Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.

9. Submission of Bid:

a. (i) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

(ii) The bidders have to accept unconditionally in GTE (General Technical Evaluation), the followings:

- The undertaking as per format given in Annexures regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria,, declaration w.r.t Make in India order dated 16.09.2020, and Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, Consent to Arbitration.
- Letter of Bid
- Integrity Pact as per format given in Annexures (if applicable).
- Compliance to Annexure XII regarding Competent Authority and procedure for Registration with Competent Authority in case of bidder from a country which shares a land border with India and Annexure XIII regarding exclusion from restrictions under rule 144(xi) of the General Financial Rules (GFRs) 2017.
- the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.

No conditional bid shall be allowed/accepted.

b. Confirmatory Documents:

The Bidders are required to upload following Other Important Documents (OID) in the Bidder space and no recycling will be done for these documents i.e., no further clarification will be sought from bidder:

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against eligibility criteria in other important documents (OID) in the bidder's space
1	2	3
1	Financial Turnover (Ref. Clause No.8(B) of NIT)	Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against eligibility criteria in other important documents (OID) in the bidder's space
2	Permanent Account Number (Ref. Clause No.8(D) of NIT)	PAN card issued by Income Tax department, Govt. of India.
3	Goods and Services Tax (GST) Status of Bidder <u>(Not Applicable for Exempted Services)</u> (Ref. Clause No.8(E) of NIT and BOQ)	The following documents depending upon the status w.r.t GST as declared by Bidder in the BOQ sheet: a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. b) Status: GST Registered Bidder under composition scheme Document: GST Registration Certificate (i.e., GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.
4	Legal Status of the Bidder	<u>Document(s) covered under any one of the following sub-head(s):</u> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
Note: Only one file in .pdf format can be uploaded. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against eligibility criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Work Experience (Ref. Clause No.8(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents
2	Working Capital (Ref. Clause No.8(C) of NIT)	Certificate of Working Capital with UDIN issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder online.
3	Local Supplier Status of the Bidder (Ref. Clause No.8(F) of NIT)	I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall self-certification indicating the percentage of local content in the offered items.
4	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder, then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
5	Undertaking	Undertaking as per format given in Annexures to be submitted by Bidder/s on his/her/their Letter Head regarding: a. Genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility. b. Local Supplier status: self-certification indicating the percentage of local content in the offered items (As per Clause No.8(F) of NIT). Note: Only Class-I local suppliers and Class-II local

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against eligibility criteria (CONFIRMATORY DOCUMENTS)
		suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. c. Performa for certificate regarding Restrictions under Rule 144 (xi) of the GFRs.
6	Letter of Bid	Letter of Bid by Bidder/s on his/her/their Letter Head as per the format given in the Annexures
Note: Only one file in .pdf format can be uploaded. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

- c. Letter of Bid (LoB):** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information, which contradicts the content and spirit of the original format of LoB.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head confirmatory documents and subsequently accepted or rejected as applicable. However, inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

- d. Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop-down list given in the BOQ: -

- I. Status: GST Registered Bidder under regular scheme
- II. Status: GST Registered Bidder under composition scheme
- III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL / Subsidiary and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department (**In case of JV, the bidder shall choose as "Registered Bidder" only in the BoQ**). This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

System consideration of Price/Financial Bid for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e., cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases: -

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder or by CIL/ Subsidiary taken by the system will be added to decide the L1 i.e., the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”.

Then share of GST to be deposited by CIL/ Subsidiary, if any, will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder or by CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e., the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per relevant clause of NIT.

The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDI Ranchi as given below:

State	Unit / HQ	City	GSTIN
Jharkhand	CMPDIL HQ	Ranchi	20AAACC7475N1ZI

In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.

E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier. However, the e-way bill will be arranged by CMPDIL if the supplier/Vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.)

TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

10. Bid Submission:

All bids are to be submitted on-line on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

11. System Requirement:

It is the bidder's responsibility to comply with the system requirement i.e., hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CIL/ Subsidiary shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

12. Opening of Bid

- a. The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.
- b. The e-Procurement System will evaluate the technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be auto rejected.
- c. All the documents uploaded by bidder(s) including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of technical bid (Cover-I). After decryption and opening of technical bid (Cover- I) the "technical bid opening summary" will be uploaded on the same day.

13. Tender Evaluation:

- a. After opening of bid, the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered for opening of price bid.
- b. In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e., with respect to confirmatory documents only. No clarification will be sought against Other Important Documents) corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- c. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- d. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through

offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

- e. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- f. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- g. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the sub- mitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online in- formation(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- h. After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on/after preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL after rescheduled date and time.
- i. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- j. If L1 bidder backs out (i.e., Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/ Subsidiary.

Note: In case *If the defaulter L1 bidder is a Joint Venture (JV) firm, penal action against the JV will also be applicable to all the partners of JV.*

- k. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.** In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
- ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 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 supplier, then such balance quantity may also be ordered on L-1 bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

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- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1. If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 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 L-1 price.
- ii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content:

- I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
 - II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.
 - III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
 - IV. False declarations will attract banning of business of the bidder for a period up to one year including forfeiture of EMD
 - V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of 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.
1. Procurement from Micro and Small Enterprises (MSEs) (**NOT APPLICABLE FOR THIS TENDER AS IT IS A WORKS CONTRACT**)
- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.
- v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
 - In case of proprietary MSE, proprietor(s) shall be SC /ST
 - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
 - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- vi) Classification of Micro and Small Enterprise are as under:
 - a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
 - b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.
- vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

- viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- ix) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of one year in line with provisions of Banning of Business.

14. Auto Extension of Critical Date

If number of bids received online is found to be less than 03(three) on end date of bid submission, then the following critical dates of the Tender will be automatically extended only once for a period of 04 (Four) days ending at 17.00 hrs:

- Last date of submission of Bid.
- Date of Opening of Tender.

If the extended Date falls on Holiday i.e., a non-working day as defined in the e-Procurement Portal, then the same will be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or as a company registered under companies' act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

Conflict of Interest:

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or

- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

All such Bidders having a Conflict of Interest, shall be disqualified

16. Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e., before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by CIL/ Subsidiary and will be adjusted to Performance Security Deposit.

17. Site Visit:

- a) The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.
- b) It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.
- c) The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- d) The Bidder, in preparing the bid, shall rely on the site investigation report/drawings etc. referred to in the bid document (if available), supplemented by any information available to the Bidder.

18. Taxes and Duties: Refer clause No. 12.3 of Instructions to the bidder section

19. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

20. Technical Specifications:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

21. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

22. Handing over of site:

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

23. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

24. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the consultants/consultancy firms, otherwise it will be treated as a breach of Contract.

25. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL/ Subsidiary prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and in addition, the bidder will be banned for (01) one year from being eligible to submit Bids in CIL/subsidiary from date of issue of such letter and forfeiture of EMD. This banning shall be done under the provisions of the NIT, online blocking of the bidder shall be done in CIL e-Procurement portal.

27. Bid Validity:

The validity period of the tenders shall be 120(One Hundred Twenty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause "Modification and Withdrawal of Bid" of NIT.

28. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in CIL/Subsidiary. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i. If the bidder withdrawing his bid is other than successful bidder, the tender process shall go on.
 - ii. If the bidder withdrawing his bid is successful, then re-tender will be done.

Note:

- i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is CMD then with the approval of the concerned Director and in case the TAA is above CMD (i.e., FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required), stating that the EMD of bidder is forfeited, and this bidder is debarred for 01 (one) years (in case of clause-a) OR minimum 1 (one) year (in case of clause-b) from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas of the Subsidiary and the updated list will be maintained by all Tender Inviting Authority/Evaluators.
- ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as per relevant clause in this NIT.

29. Standard Operating Procedure of Withdrawal of Bid after end date of submission:

I. The Mode of withdrawal: -

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners

whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender/evaluation Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

30. Postponement of scheduled date (s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

31. Public Enterprises Preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

32. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

33. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

34. Prohibition of Child Labour Engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

35. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

36. Splitting up of the Work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

37. Settlement of Disputes:

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per relevant clauses titled - 'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

38. Legal Jurisdiction:

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed. Jurisdiction for writ petition shall be in accordance to location of CIL/Subsidiary HQ.

39. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Government of India (GoI) as amended from time to time shall be applicable.

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a 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 herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A joint venture where any member of the joint venture falls under any of the above.

IV. “The beneficial owner” for the purpose of (III) above will be as under:

1. 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 Percent 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;
2. 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;
3. 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.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. 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.

Note:

1. (a) The intending bidders must submit “Certificate” as per the format given at **Annexure-XVI** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Regarding registration with competent authority, Annexure – XII may please be referred. Regarding exclusion from restriction, Annexure-XIII may please be referred.

40. Integrity Pact: Not Applicable for this tender

Sd/-
HoD (TE)
CMPDI HQ, Ranchi

SECTION – 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1 The Central Mine Planning and Design Institute Ltd. (referred to as Employer in these documents) invites bids for the work “Supply, Installation and Commissioning of Automatic Drum Composter to convert the organic waste generated from the campus of CMPDI, Ranchi into manure for use in gardening and other purposes” on Turnkey-basis as mentioned in the Bid Notice. The Bidders should submit Bids for the work mentioned in the Notice Inviting Tenders (NIT)/Bid notice.
- 1.2 The successful Bidder will be expected to complete the Work by the Intended Completion period specified in the Bid document/ Notice.
- 1.3 The total scope including supply, installation and Civil, Mechanical, Electrical works & Operation and Maintenance contract which is clearly spelt out in the separate chapter.

2. ELIGIBLE BIDDERS:

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/ eligibility criteria specified in e-tender Notice and at Clause No. 3
- ~~2.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.~~
- 2.3 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs. 2 Crores).

Joint Venture details:

Name of all partners of a joint venture (not more than 3):

1. Lead partner
2. Partner
3. Partner

Following

- i. Following are the minimum qualification requirements for Joint Venture:
 - a. The qualifying criteria parameter e.g., experience of the individual partners of the J.V will be as deliberated under clause 8(A) of e-tender Notice towards fulfilment of qualification criteria related to experience.
 - b. The qualifying criteria parameter e.g., financial resources (Turnover and Working Capital) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under clause 8 (B) of e-tender Notice towards fulfilment of qualification criteria related to financial turnover. However, the required Working Capital shall be met by individual JV partners as spelt out in the relevant clause.
- ii. The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with

a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

- iv. The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v. The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii. The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.
- ix. The bid should be digitally signed by a person authorized by all the partners of the Joint Venture.
- x. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
- xi. The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfil eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii. The Earnest Money/ Bid Security Declaration can be submitted by the Joint Venture / one or more partners of the joint venture.
- xiii. The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected.
If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
- xiv. JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
Note: If the work is awarded to Joint Venture firm, they will register the JV agreement in accordance with Registration Act.
- xv. JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory

deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.

- 2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.
- 2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principal employer for engagement of sub-contractors in part work/ piece rated work.
- 2.7 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

3. QUALIFICATIONS OF THE BIDDER:

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfil the eligibility/ qualifying criteria as detailed at point.8 & 9 of e-tender Notice. In addition, the bidders shall also fulfil technical requirements to make them eligible for award of contract. Such details shall be submitted as deliberated at e-tender Notice.
- 3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

Notes:

The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidder's name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

4. ONE BID PER BIDDER

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd./Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense
- 6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.
- 6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents (all or as available/applicable) listed in below:

- a. Notice Inviting Tender
- b. Instructions to Bidders;
- c. Conditions of Contract (General Terms & Conditions, Special Terms and conditions, General technical conditions, Erection conditions of contract, safety norms etc.),
- d. Scope of work/Bill of Quantities;
- e. Forms of Securities and form of Article of Agreement.
- f. Pre contract Integrity Pact (if applicable)
- g. User portal Agreement
- h. Guidelines of Banning of Business
- i. Other document.
- j. Tender drawing.

8. CLARIFICATION OF BIDDING DOCUMENTS

A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda
- 9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub- clause 14.2 below.
- 9.4 Bidders are requested to look into website for any addendum as specified in the NIT

10. LANGUAGE OF BID

All documents relating to the Bid shall be in the English language.

11. CURRENCIES OF BID AND PAYMENT

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

12. BID PRICES

- 12.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 12.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at elsewhere in the e- Tender Notice.
- 12.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the

bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

Note:

During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

- 12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

13. Earnest Money Deposit/Bid Security

- 13.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause 3 of e-Tender Notice.
- 13.2 Any Bid not accompanied by an acceptable Bid Security /EMD shall be summarily rejected by the employer as non-responsive. The bid security/EMD, of successful bidder may be retained and adjusted with performance security/security deposit, at bidder's option.
- 13.3 The Bid Security/Earnest Money may be forfeited:
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity/extended validity with mutual consent; or
 - (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Agreement; OR
 - (ii) Furnish the required Performance Security/ Security Deposit.
- Additionally, the company shall ban such defaulting contractor from participating in future tenders in concerned CIL/Subsidiary for a period of minimum one year from the date of issue of such letter.
- In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.
- 13.4 The Bid Security/ EMD deposited with the Employer will not carry any interest.
- 13.5 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- 13.6 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through

conventional system of e-payment. For this purpose, bidder should submit E-Mandate form in format provided by company.

13.7 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

13.8 If the bidder withdraws his/her bid online (i.e., before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender

14. DEADLINE FOR SUBMISSION OF BIDS

14.1 Bids shall be submitted online on the web site <https://coalindiatenders.nic.in> within the date and time specified in the e-Tender Notice.

14.2 The employer may extend the deadline for submission of bids in accordance with provisions of e- Tender Notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

15. SIGNING AND SUBMISSION OF BID

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid. Submission of bid shall be as detailed at e-Tender Notice.

16. TENDER STATUS:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

17. EVALUATION AND COMPARISON OF BIDS.

17.1 Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CIL/ Subsidiary at each stage as deliberated in e-Tender Notice. The bidder shall also comply with system requirement as deliberated in e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Service tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided based on Cost to the Company.

17.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

After evaluation of the price analysis, in case of Abnormally Low Bids the company may seek written clarifications from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

If, after evaluation the price analysis, the company determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the company may reject the bid/ proposal without any Penal action against the bidder.

18. AWARD CRITERIA

Subject to Clause No.19, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provisions of Clause 2; and
- b) Qualified in accordance with the provisions of Clause 3.

19. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause No.18, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

20.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

20.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement.

20.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and/or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the bidder will be banned for 01 (One) year from being eligible to submit Bids in CIL and its subsidiaries from date of issue of such letter. This banning shall be done under the provisions of the NIT and online blocking of the bidder shall be done in CIL e-Procurement portal. The department will take action as prescribed in Guidelines for Banning of Business along with forfeiture of Earnest Money. The bidder will also be banned from participating in re-tender.

No payment for the work shall be made before execution of this agreement.

In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

20.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder after the award of the work to the successful one and the Security/ Earnest Money shall be refunded to unsuccessful bidders as per provision of e-Tender Notice.

20.5 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged. All additional copies should be certified by the Engineer-in-Charge. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose. The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

21. EMPLOYMENT OF LABOUR

21.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such of Central or state govt. (whichever is higher).

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.

In all the cases mentioned above, the contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.

In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

21.2 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

21.3 The payment to the contractor's labourers has to be made through Bank only.

21.4 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act, 1965 as amended from time to time.

21.5 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:

- a. Work Order details
- b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

21.6 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages, if applicable

21.7 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.

NOTE: In case company decides/ circulates separate wages for such works within mine premises, the same may be allowed based on appropriate circular. Clause 21.1 shall stand amended to this extent before notification of bid.

22. LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

23. e-PAYMENT: Successful bidder will be required to submit a Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

24. PERFORMANCE SECURITY/SECURITY DEPOSIT

Security Deposit shall consist of two parts;

- a. Performance Security to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer Cl. 4.3 of Conditions of Contract at section 4 of this tender document

25. DEEMED EXPORTS

If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

26. CONSULTANTS NOT TO BID & VICE-VERSA:

~~A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.~~

27. Changes in Firms Constitution to be intimated:

Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will be

treated as a breach of contract and shall have same consequences due to such breach of contract.

28. Miscellaneous.

- 28.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 28.2 If required, the contractor will have to submit valid H.T. Electrical Contractor's license issued by the electrical licensing board of state of execution or electrical contractor's license issued by any Indian state duly recognized/endorsed by electrical licensing board of state of execution before execution of agreement.
- 28.3 After opening of the Tender if the company decides to negotiate, the tender should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.
- 28.4 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.
- 28.5 Instruction to Bidder shall be a part of contract agreement.

29. Guidelines of Banning Business

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances: -
 - i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.
 - ii) If L-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If L-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a) In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.
 - b) On termination of contract.
 - vi) Wilful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to use Mobilization advance given to him for the purpose it was intended.
 - x) Contractor fails to renew the securities deposited to the department.
 - xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xii) Transgression of any clause(s) relating to Contractor's obligation defined in the

Integrity Pact wherever such Pact exists.

- xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
- 3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.
- 4. The banning shall be for a minimum period of One year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
- 5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/ Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.
- 6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
- 7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
- 8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.
- 9. Any change on the above may be done with approval of FDs of CIL.
- 10. All the orders of banning or orders passed in appeal shall be marked to GM(CMC)/Civil/ concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.
- 11. Efforts shall be made by the concerned Department so that such order is linked to e-tender portal of Coal India Limited

SECTION 3

STANDARD FORMATS / ANNEXURES

e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.

- a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
 3. That I/we accept the Integrity Pact as per format given in the tender document at annexures (if applicable).
 4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
 5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
 6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
 7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
 8. That I/We accept all the undertakings as specified elsewhere in the tender document.
 9. That I/We confirm that my/our bid is as per terms and conditions mentioned in Letter of Bid given at annexures.
 10. That I/We acknowledge that the Letter of Bid and Integrity Pact are part of Tender Document.
 11. That I/We will ensure compliance to the Guidelines for Restrictions under Rule-144(xi) of the General Finance Rules (GFRs), 2017, Department of Expenditure, Ministry of Finance, Govt. of India.
 12. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site. www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal, you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in

its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL/Subsidiary shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a). Incorrect use of the e-Tender System, or;
- (b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;
- (c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e., Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the

respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserve the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:**General Policy:**

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

e-Mail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending e-Mail / SMS alerts at various events as per the bidder's preference. There is no manual intervention while sending these pre-defined e-Mail / SMS alerts. All events for which e-Mails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of e-Mail / SMS, due to dependency in various other external factors, the delivery of e-Mail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of e-Mail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

FORMAT FOR LETTER OF BID**(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

To,

The Tender Committee

Central Mine Planning & Design Institute Limited

Sub: Bid for the Work “.....”.

NIT No.:

Tender Id No:.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfil all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning & Design Institute Limited.

Should this bid be accepted, I/we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of my/our failure to abide by the said provision, Central Mine Planning & Design Institute Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/work order/award, forfeiture of EMD and also ban me/us for 01 (one year) from being eligible to submit Bids in CIL/Subsidiary.

Annexure-II**PROFORMA FOR UNDERTAKING**

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I/We....., Proprietor/Partner/Legal Attorney /Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of Central Mine Planning & Design Institute Limited
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

8. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been banned by the organization named “_____” for a period of..... year/s, effective from to.....

**** Delete whichever is not applicable.**

9. We,.....(Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration. (Applicable in case of Partnership firm/Joint Venture)
10. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).
11. I/We do not have relationship with any other participating bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.

12. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
13. **Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries** - I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached.)
14. I/We will engage the key professional staff as required as per the Tender Documents.
15. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of my/ our firm and all partners of the firm etc. for 01(one) year from being eligible to submit Bids in CIL /subsidiary from the date of issue of such letter.
16. I/We undertake that no benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMRPY), has been availed. In the event of availing any benefit under the Pradhan Mantri Rojgar Protsahan Yojna (PMRPY), I/We will declare it to [CMPDI] before any payment is released by [CMPDI] with respect to this Contract."

Date:

Signature of the Bidder with seal of the
firm

Annexure-III

CONSENT TO ARBITRATION CLAUSE
(Applicable in case of Partnership firm/Joint Venture)

We,.....
(Name of Partners of
 Partnership Firm/Joint Venture), partners of
(Name of Partnership
 Firm/Joint Venture) hereby consent to abide by the provisions of Clause pertaining to
 arbitration.

(Name, Signature and Seal of Partners of Partnership Firm(s))

Annexure: XII**Competent Authority and procedure for Registration with Competent Authority in case of bidder from a country which shares a land border with India**

No. DPE/7(4)/2017-Fin.(Part-I)
 Government of India
 Ministry of Heavy Industries & Public Enterprises
 Department of Public Enterprises

Public Enterprises Bhawan
 Block No.14, CGO Complex
 New Delhi – 110003

Date: 30th July, 2020

OFFICE MEMORANDUM

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017-
 Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 -
 regarding**

The undersigned is directed to enclose Department of Expenditure's (DoE) OMs No. 6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 imposing restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 on the grounds of Defence of India and National Security for information and compliance.

2. All the administrative Ministries/ Departments of CPSEs are requested to ensure compliance of the directions issued by DoE by CPSEs under their administrative control.
3. This issues with the approval of competent authority.

K. Mishra

(Kalyani Mishra)
 Director
 Tel.24362061

Encl.: (DoE's OMs No. 6/18/2019-PPD dated 23rd July, 2020
 6/18/2019-PPD dated 23rd July, 2020 &
 6/18/2019-PPD dated 24th July, 2020)

- To
- i) All the Secretaries to the Administrative Ministries/Departments of CPSEs
 - ii) Chief Executives of CPSEs

Copy for information to:
 Secretary, D/o Expenditure, North Block, New Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- 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

9. "Beneficial owner" for the purpose of paragraph 8 above 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;

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(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.

10. "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.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration 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.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. 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, 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;

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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Annexure- XIII

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order 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.

3. 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.



(Sanjay Prasad)
Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

Annexure – XIV**PROFORMA OF BANK GUARANTEE FOR RELEASE OF RETENTION MONEY/BID SECURITY DEDUCTED @5% FROM RUNNING BILL****IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e. THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNING BILL**

To

.....

Re: Bank guarantee in respect of contract No.....

Dated..... between (Name of the)

And (Name of the contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract dated.....(herein after called the said contract) with (name of the Company) (hereinafter called “the Company”) to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Bank Guarantee from a Schedule bank for a sum of Rs..... as security for release of equivalent amount of Retention Money/Bid Security as per terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of Bid Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and he has discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The Guarantee shall remain in force till the day*..... of*..... and unless the Guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of the Company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* the date of guarantee shall cover a minimum period of one year or suitable period i.e. 90 days beyond the defect liability period whichever is more. Defect liability period shall be derived based on provisions of contract.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under it its constitution power to give this guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(Address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.

SECTION 4

CONDITIONS OF CONTRACT

- A. GENERAL TERMS AND CONDITIONS OF CONTRACT**
- B. ADDITIONAL TERMS & CONDITIONS OF CONTRACT**
- C. GENERAL TECHNICAL CONDITIONS**
- D. ERRECTION CONDITIONS OF CONTRACT**

4A. GENERAL TERMS AND CONDITIONS OF CONTRACT

4.1. DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Central Mine Planning and Design Institute Ltd (CMPDIL), represented by the authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- x. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.
- xi. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.

- xiii. 'Contract price' shall mean the total sum for which tender is accepted by the company.
- xiv. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xv. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
- xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
- xvii. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.
- xviii "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or Works under the contract and/or the duly authorised representative of the owner.
- xix. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-Charge.
- xx. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.
- xxi. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.
- xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.
- xxiii. "Trial Operation", "Reliability Test", Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- xxiv. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.
- xxv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.
- xxvi. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxvii "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- xxviii "Drawings"/"Plans" shall mean all:

- (a) Drawings furnished by the owner/consultant as a basis for proposals,
 - (b) supplementary drawings furnished by the Owner/Consultant 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/Consultant,
 - (d) drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and
 - (e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,
- xxix "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
- (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - (i) A.S.M.E. Test codes.
 - (ii) A.I.E.E. Test codes.
 - (iii) American Society of Materials Testing Codes.
 - (iv) Indian Electricity Act and Rules and Regulations made thereunder.
 - (v) Indian Explosive Act and Rules and Regulations made thereunder.
 - (vi) Indian Petroleum Act and Rules and Regulations made thereunder.
 - (vii) Indian Mines Act and Rules and Regulations made thereunder.
 - (c) Any other laws, rules, regulations and acts applicable in the country with respect to labour, safety, compensation, insurance etc.
- xxx Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxxi Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- xxxii Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.
- xxxiii "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per xxv.
- xxxiv "Government Approvals" shall mean all permits, licenses, authorisations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.
- xxxv "Month" shall mean a calendar month according to the Gregorian calendar.
- xxxvi "Bank Guarantee" shall mean the Bank Guarantee to be provided by the contractor to Central Mine Planning and Design Institute Ltd (CMPDIL)

4.2. CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender,
- (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder,
- (iv) Conditions of contract, including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement,
- (v) Specifications, where it is part of Tender Documents,

- (vi) Scope of works/Bills of quantities/schedule of works/quantities and
- (vii) Contract Drawings/finalised work programme.

- 4.2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract.
- 4.2.2 The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfilment of the contract shall be furnished by the contractor in the prescribed form within thirty (30) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in Instructions to Bidders of this tender.
- 4.2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 4.2.4 The agreement, unless otherwise agreed to, shall be signed within 60 days of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 4.2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 4.2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least three (3) copies to form a part of the contract immediately after issue of letter of acceptance.
- 4.2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least three (3) true copies of agreement within thirty (30) days after the signing of the contract.
- 4.2.8 The contract shall be considered as having come into force from the date of the letter of acceptance of tender issued by the owner.
- 4.2.9 The laws applicable to this contract shall be the laws in force in India. The courts of Ranchi High Court shall have exclusive jurisdiction in all matters arising under this contract.
- 4.3 **CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT**

4.3.1 Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.3.2 Performance Security should be 3% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in any of the form given below after which bid security/earnest money will be refunded to the contractor:

- a Bank Guarantee in the form given in the bid document from any schedule bank. Bank guarantee issued by out station bank shall be operative at their local branch at Ranchi

Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.00 lakhs.

- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

- Demand Draft drawn in favour of Central Mine Planning and Design Institute Ltd on any scheduled Bank payable at its branch at Ranchi.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

4.3.3 If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either -

(a) at Bidder's option by a Scheduled Bank as per provisions of Cl. 4.3.2. The BG shall contain complete postal address, telephone number, fax number and e-mail address of both out station bank issuing the BG as well as its local operating branch.

(b) by a foreign bank located in India and acceptable to the employer.

Performance security/ Retention money/ security deposit submitted in the form of BG shall be valid for 90 days after the end of Guarantee period.

- A Bank Guarantee in the form given in the bid document: - The BG shall be issued by a Scheduled Bank on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank the details of which are as below:

Name of Bank: State Bank of India

Branch: CMPDI Branch,

IFSC: SBIN0005598

A/C No.: 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi-834008

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of CMPDI.

In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work shall be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall ban such defaulting consultants/consultancy firm from participating in future tenders in concerned CIL/Subsidiary for a period of minimum 12 months (One Year) from the date of issue of such letter.

In case of Partnership firm/JV, the banning shall also be applicable to all individual partners of Partnership firm/JV.

- 4.3.4 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.

Retention money may be released against equivalent bank guarantee only for values above Rs. 5.0 lakhs.

- 4.3.5 The Guarantee amount shall be payable to the Employer without any condition whatsoever.

- 4.3.6 Performance Security/ Retention money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operation.

- 4.3.7 The Performance Guarantee shall cover additionally the following guarantees to the Employer:

- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
- (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

- 4.3.8 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.

- 4.3.9 All Bank Guarantee are to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Scheduled Bank acceptable to the owner. The BG used by outstation bank shall be operative at its local branch at or branch at

- 4.3.10 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 4.3.11 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period as per provisions of the contract. Any defect/defects in the work, if detected during guaranteed period shall be rectified to the satisfaction of the Engineer-in-Charge within the said guarantee period or its due extension till completion of the rectification works as required.
- 4.3.12 Failure of the successful bidder to comply with the requirements of Sub-Clause 4.3.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.
In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

4.5 ASSIGNMENT AND SUBLETTING OF CONTRACT

- 4.5.1 The contractor may, after informing the engineer and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipments. Such assignment sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of engineer shall be void.
- 4.5.2 For components/equipments procured by the contractors for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organisation, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the engineer and shall form a part of the purchase order/contract between the contractor and the vendor. Within 3 weeks of the release of the same purchase order/contracts for such bought out items/ components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

4.6 PATENT RIGHTS AND ROYALTIES

- 4.6.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall,

at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. 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 matter 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 said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

4.7 TIME - THE ESSENCE OF CONTRACT

- 4.7.1 The time and the date of completion of the works as stipulated in the contractor's proposal and accepted by the owner without or with modifications, if any and so incorporated in the award letter shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.
- 4.7.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed within sixty (60) days from the date of letter of acceptance of notice of award of contract. During the performance of contract, if in the opinion of the engineer proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.

For the purpose of this detailed time and progress / PERT chart, the works shall be deemed to have commenced on the expiry of 10 days from the issue of letter of acceptance or 7 (Seven) days after handing over the site of work, whichever is later.

- 4.7.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.
- 4.7.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer, once every two months thereafter.

4.8 CONTRACT PRICE

- 4.8.1 The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including

furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

4.9 CHANGED QUANTITY

- 4.9.1 The owner reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the accompanying technical specifications shall be limited to plus or minus twenty percent (20%) of the original quantity ordered.

4.10 DEDUCTIONS FROM CONTRACT PRICE

- 4.10.1 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 bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) 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 moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

4.11 CONTRACT PRICE ADJUSTMENT

- 4.11.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.
- 4.11.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.
- 4.11.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.
- 4.11.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 4.47 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, applicable to the place of work as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act/ Rules of the State or Central Government, whichever is more, during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 4.47 of Additional Terms and Conditions of Contract of this volume.

- 4.11.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 4.47.8 of Additional Terms and Conditions of Contract of this volume.
- 4.11.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.
- 4.11.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.
- 4.11.8 The contract price adjustment provisions detailed above, shall only be applicable if so, specified in the Additional Terms and Conditions of Contract.

4.12 PACKING, FORWARDING AND SHIPMENT

- 4.12.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them 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.
- 4.12.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.
- 4.12.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.
- 4.12.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor:
 The payment shall be made only after receipt and acceptance of material at site in good condition.
 Application for payment in the standard format of the owner (3 copies),
 Invoice (6 copies)
 Packing list (6 copies)
 Pre-despatch clearance certificate, if any (3 copies)
 Test certificate, wherever applicable (3 copies)
- 4.12.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works upto the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.
- #### 4.13 DEMURRAGE, WHARFAGE, ETC.
- 4.13.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

4.14 INSURANCE

4.14.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner as elaborated at clause 4.14.5. All premiums and other charges of the said insurance policies shall be paid by the contractor. The form and the limit of such insurance, as defined herein together with the under - writer thereof in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone.

The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

4.14.2 Any loss of damage to the equipment, during handling, transporting, storage and erection, till such time the plant is taken over by the owner, shall be to the account of the contractor. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contract. The contractor shall provide the owner with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty (60) 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.

4.14.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc.

The scope of such insurance shall cover the entire value of the works from time to time.

4.14.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.

4.14.5 All insurance claims, payable by the insurers, shall be paid to the Owner which shall be released to the contractor in instalments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

4.14.6 The clause entitled insurance under the section erection terms and conditions of contract of this volume, covers the additional insurance requirements for the portion of the works to be performed at the site of work.

4.15 LIABILITY FOR ACCIDENTS AND DAMAGES

- 4.15.1 Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

4.16 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 4.16.1 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation/ Liquidated Damages @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified.

The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

- 4.16.2 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
- 4.16.3 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 4.16.4 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 4.16.5 In the event of such termination of the contract as described in clauses 4.16.2 or 4.16.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 4.16.6 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

4.17 CONTRACTOR'S DEFAULT

- 4.17.1 If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, if writing by the engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such

case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

4.17.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 4.16.0 of this section

4.17.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

4.17.4 The bidding documents will clearly state that, if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

4.18 FORCE MAJEURE

4.18.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:

(b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

4.18.2 (a) The successful bidder / contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to

the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

4.18.3 The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

4.19 DELAYS BY OWNER OR HIS AUTHORISED AGENT

4.19.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.

4.19.2 In addition, the contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in the cost of work. The owner shall examine the justification for such a request for claim, and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence

4.19.3 Any delay in finalisation of mutual agreement in regard to any of the contractor's claim/ compensation against any act of omission on the part of the owners or his authorised agents should not result in any work stoppage/ further delay on the part of the contractor.

4.20 EXTENSION OF DATE OF COMPLETION

4.20.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge:

- a. due to any reasons defined as Force Majeure.
- b. non-availability of stores which are the responsibility of the owner to supply
- c. non -availability or breakdown of tools and plant to be made available or made available by the owner
- d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
- e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
- f. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

4.20.2 A "Hindrances Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

- 4.20.3 The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.
- 4.20.4 Provisional extension of time may also be granted by the Engineer -In-charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive liquidated damages at the time of granting final extension of time as per contract agreement.
- 4.20.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.
- 4.20.6 In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.
- 4.21 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT
- 4.21.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor
- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice or
 - b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing or
 - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing or

d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company. Or

e. Shall try to obtain a contract with the company by way of offering tendering or other non-bonafide method of competitive tendering or

f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer -in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole contract or portion of it in default.

4.21.2 The owner shall in such an event give fifteen (15) days' notice in writing to the contractor of his decision to do so.

4.21.3 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further subcontracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

4.21.4 The contract shall stand terminated under the following circumstances unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the owner shall in any way not be liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the termination of the contract.:

a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.

d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

- 4.21.5 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

- 4.21.6 On cancellation of the contract or on termination of the contract, the Engineer-in-charge shall have powers

- a. to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
- b. to carry out the incomplete work by any means at the risk of the contractor
- c. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of termination/cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.
- d. to recover the amount determined as above, if any, from any moneys due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 4.20.4(d).

- 4.21.7 Suspension of work - The company shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

4.21.8 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable

a. to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.

b. to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g., temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.

c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.

d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor

e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer -in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of para 4.21.8 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

4.22 NO WAIVER OF RIGHTS

Neither the inspection by the owner or the engineer or any of their officials, employees or agents nor any order by the owner or the engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the owner or the engineer, nor any extension of time, nor any possession taken by the engineer shall operate as a waiver of any provision of the contract, or of any power here in 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 or subsequent breach.

4.23 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the engineer, nor any sum paid on account, by the owner, nor any extension of time for execution of the works granted by the engineer 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 works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the engineer or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the owner, 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.

4.24 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one of 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 to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

4.25 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language.

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

4.26 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 works unless prior written permission has been obtained from the owner.

4.27 CONSTRUCTION OF THE CONTRACT

- 4.27.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as a divisible supply and erection contract. The supply portion of the contract will relate to the supply of equipment and materials and the erection portion will relate to the handling at the site, storage, erection, construction, testing, commissioning etc. as defined in the bid documents. The contractor will pay the sales tax for the supply of equipment and materials in accordance with law and the same will be reimbursed by the owner as a part of the total contract price on actual. The sales tax should be included in the total bid price in the proposal and should also be indicated separately.

4.27.2 In case of divisible supply and erection contract, or where the owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ dispatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilise the same exclusively for the purposes of the said contract.

4.27.3 The contract shall in all respects be construed and governed accordingly to Indian Laws.

4.27.4 It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under the contract (s) and for the measurement of deviations or modifications under the contract (s).

4.28 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 expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section.

4.29 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time 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 to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

4.30 ENGINEER'S DECISION

4.30.1 In respect of all matters which are left to the decision of the engineer including the granting or withholding of the certificates, the engineer shall, if required to do so by the contractor give in writing a decision thereon.

4.30.2 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer's decision and the decision shall become final and binding.

4.30.3 The engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as rendered shall be promptly observed.

4.31 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The contractor shall agree to co-operate with the owner's other contractors and consulting engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all

correspondence addressed by the contractor to other sub-contractors and consulting engineers in respect of such exchange of technical information

4.32 TRAINING OF OWNER'S PERSONNEL

4.32.1 The contractor shall undertake to train free of cost, engineering personnel selected and sent by the owner at the works of the contractor unless otherwise specified in the technical specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the contractor and the owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the contractor.

4.32.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel while undergoing training shall be responsible to the contractor for discipline.

4.32.3 In the event of the owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

4.33 POWER TO VARY OR OMIT WORK

4.33.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer, but the engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirms his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

4.33.2 In the event of the engineer requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.

4.33.3 In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect. But the engineer shall not become liable for the payment of

any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.

4.33.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change. 4.33.5 in all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.

4.33.5 Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

4.34 GUARANTEE

4.34.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the satisfactory completion of the trial operations. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractors, under normal use and arising solely from faulty design, materials, and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the contractor unless otherwise arranged. No repairs or replacements shall normally be carried out by the engineer when the plant is under the supervision of the contractor's supervisory engineers.

4.35 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

4.35.1 If during the progress of the works the engineer shall decide and inform in writing to the contractor, that the contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior than 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, re-construct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the contractor fails to do so, the engineer may on giving the contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and, at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

4.35.2 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 plant and repayments of any sum paid by the owner to the contractor in respect of such defective plant. Should the owner not so replace the defective plant, the contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective plant. If

any action in court is brought against the owner or engineer or an officer or agent of the owner. For the failure 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, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

4.36 LIMITATIONS OF LIABILITIES

The final payment by the owner in pursuance of the contract shall mean, the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause 4.34 above and till such time as the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on account payments.

4.37 MARGINAL NOTES

The marginal notes to any clause of the contract shall not affect or control the construction of such clause.

4.38 TAXES, PERMITS & LICENCES

The contractor shall be liable and pay all- Indian taxes, (other than service tax) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with relevant clauses deliberated NIT / Instruction to Bidders.

4.39 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, photographs, test certificates, etc. such progress report shall be in the form and size as may be required by the engineer and shall be submitted in at least three (3) copies.

4.40 LONG TERM AVAILABILITY OF SPARES

- 4.40.1 The contractor shall guarantee the long-term availability of spares to the owner for the full life of the equipments covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract, he shall give the owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to sub-contractor. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub-contractors the contractor will provide the owner two years in advance, with full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.

- 4.40.2 Further, in case of discontinuance of supply of spares by the contractor or his sub-contractors the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so, required by the owner.
- 4.40.3 The contractor shall provide the owner with a "directory" of his sub -contractors giving the addresses and other particulars of his sub-contractors. The owner, if he so desires, shall have the right to procure the spares directly from sub -contractors.
- 4.40.4 Notwithstanding anything stated elsewhere in the bid documents, the prices of all spares which maybe procured to cover long term requirements beyond the 2 years' maintenance and operational requirements will be generally in accordance with the mutually agreed prices.
- 4.40.5 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with the sub-clause 4.40. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 4.40.6 The procedure specified in clause 4.40.4 and 4.40.5 shall apply for future procurement of items included in stand by spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.
- 4.40.7 The Contractor shall indemnify the owner for the availability of long-time spares as per the terms and conditions laid down above in clause 4.40.1 to clause 4.40.6.

4.41 PAYMENT

- 4.41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the contractor of all his liabilities under the contract.

4.41.2 CURRENCY OF PAYMENT

All payments under the contract shall be in Indian Rupees only.

4.41.3 DUE DATES FOR PAYMENT

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty to sixty days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

4.41.4 PAYMENT SCHEDULE

The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. While preparing the PERT network, the supply of P&M equipment shall be linked to construction of respective Civil and Structural work. Any payment under the contract shall be made

only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

4.42 INTERIM PAYMENTS

4.42.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of payment.

4.42.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the bill and for the period covered since the last preceding certificate, if any.

4.42.3 Every interim payment claimed shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.

4.43 TERMS OF PAYMENTS

4.43.1 Payment: Since the total job is on turn-key basis, any payment to the contractor before the final payment shall be treated as provisional payment towards the total contract value.

The contractor may at intervals of not less than one month submit claims/ bills for payment on account of work done after proper scrutiny and certification of the same by the Employer. The progressive payment shall be made in respect of the following:

- a) Design engineering
- b) Civil construction including foundation and buildings
- c) Structural fabrication and erection
- d) Supply of equipment
- e) Machinery Erection
- f) Trial run and commissioning.

All such payments shall be made by the Employer online/ through Account Payee Cheque within a month from the date of the submission of claims/ bills. Payment will also be governed by Clauses of 4.3 of General Terms & Conditions of the Contract. Any sum due from the contractor shall be deducted from the first or next subsequent on account of payments as the case may be, in general the following procedure of payment shall be followed.

4.43.1.1 Design and Engineering.

- a) 90 % payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on pro- rata basis.
- b) 5 % payment on Preliminary acceptance of the works after start-up and trial operation as per clause 4.61 of General Technical Conditions.
- c) 5 % on issue of final acceptance certificate of the works after performance and guarantee test as per clause 4.61 of General Technical Conditions.

4.43.1.2 Civil/Structural Works:

- a) 90 % payment on progress of work completed, duly measured and certified by the engineer.
- b) 5 % payment on preliminary acceptance of the works after start-up and trial operation as per clause 4.61 of General Technical Conditions.
- c) 5 % on issue of final acceptance certificate of the works after performance and guarantee test as per clause 4.61 of General Technical Conditions.

4.43.1.3 Supply of Equipment:

- a) 85 % payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.
- b) 7.5% on preliminary acceptance of the works after start-up and trial operation as per clause 4.61 of General Technical Conditions.
- c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 4.61 of General Technical Conditions.

4.43.1.4 Installation & Commissioning:

- a) 85% progress payment based on the installation and commissioning of plant and equipment duly certified by site engineer.
- b) 7.5% payment on preliminary acceptance of the works after start-up and trial operation as per clause 4.61 of General Technical Conditions.
- c) 7.5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 4.61 of General Technical Conditions

4.43.1.5 Final Bill:

As soon as possible after completion of the works to the satisfaction of the Employer the Contractor shall forward a certified final bill. It shall be accompanied by all relevant vouchers, such as royalty clearance certificate (if any) from appropriate authorities, submission of copies of working drawings, technical documents as required documents showing therein all additions and alternations etc. in the process of execution, completion certificate for embedded and covered up works, plant handing over certificate etc. as applicable. The Contractor shall be paid full and final payment only after deduction of amounts paid against on account bill and any other amount due etc. payable by Contractor.

4.44 SETTLEMENT OF DISPUTES

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to GM (Civil) or HoD (TE). If difference still persist the dispute shall be referred to a committee constituted by the owner. The

committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

4.45 SERVICE, SALES TAX, IF ANY, ON WORKS CONTRACTS

All taxes, levies, cess, royalties, whether local, municipal, provincial or central pertaining to the contract are payable during the entire periods of contract, shall be to the contractor/ contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The Company shall not be liable for any taxes or levies etc. whatsoever in connection with this contract.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

4B. ADDITIONAL TERMS & CONDITIONS OF CONTRACT

The following additional terms & conditions are also acceptable to the company. The tenderers are requested not to quote any additional conditions in their tender.

4.46. MOBILISATION ADVANCE: NOT APPLICABLE

4.47 PRICE VARIATION CLAUSE:

4.47.1 The contract price shall remain firm without any price variation due to escalation for the portions of survey, geo-engineering investigations, design and engineering and supply of equipments, plant and machineries as envisaged in the scope of work and the price agreed thereon as per the contract except the statutory increase/decrease in taxes and duties such as excise duty, sales tax, import duty etc.

4.47.2 If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

4.47.3 For the portions of civil and structural works and erection and commissioning works of the plant & machineries, the price variation due to escalation shall be allowed to the extent as detailed hereinafter.

If the prices of materials (not being materials supplied at fixed issue rates by the company) and wages of labour, required for execution of the work, increase, the contractor shall be compensated for such increase as per provisions detailed below:

- a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract as per the work programme agreed including such period for which the contract is validly extended under the provisions of the contract without any penal action.
- b) The base date for working out such price variation shall be as on the last date of submission of bid (inclusive of price part) or the revised price bid (inclusive of revised offer if any) whichever is later.
- c) The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment shall be made at the end of three months after the month (Excluding) in which the tender was accepted and thereafter at three months' interval.

4.47.4 PRICE VARIATION FOR LABOUR:

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$V L = \frac{W \times A \times (L - L_o)}{100 L_o}$$

Where:

V L = Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 4.47.7 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

A = Component of labour expressed as percentage of the total value of work adopted from Table-1

Lo= Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Government., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.

L = Revised minimum wages of unskilled workers corresponding to Lo during the period to which the escalation relates.

4.47.5 Price Variation on Materials:

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$V_m = \frac{W \times B \times (M - M_o)}{100 M_o}$$

Where:

V_m = Variation in material cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 4.47.7 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

B = Component of material expressed as percentage of the total value of work adopted from Table-1

M = Average All India Wholesale Price Index for all commodities for the period to which price variation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. Of India.

M_o = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. Of India, relating to the last date on which the price bids or revised price bids whichever is later were stipulated to be received.

4.47.6 PRICE VARIATION ON POL:

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the following formula:

$$V_f = \frac{W \times C}{100} \times \left(\frac{F - F_o}{F_o} \right)$$

Where:

V_f = Variation in the cost of fuel, oil & lubricants increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no. 4.47.7 of the 'ADDITIONAL TERMS & CONDITIONS OF CONTRACT'.

C = Component of POL expressed as percentage of total value of work adopted from Table-1

F = Average Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the Economic Advisor, Ministry of Industry, Govt. of India for the period to which escalation/ de-escalation relates.

F_o = Index Number for Wholesale Price for the group of "Fuel, power, light and lubricants" as published by the Economic Advisor, Ministry of Industry, Govt. of India prevalent on the last date of receipt of price bids or revised price bids whichever is later.

4.47.7 WHILE CALCULATING THE VALUE OF "W" THE FOLLOWING MAY BE NOTED.:

The cost on which the escalation/price variation shall be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation/price variation is worked out. Further the cost shall not include any work for which payment is made at prevailing market rates.

In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis /mutandis apply.

The price variation clause as stated above will be applied for extended time frame of a contract by following the principles as under

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no payment will be made to the contractor on this account. Additionally, the Clause related to Compensation for delay will be applied.

iv) In some cases, the total delay may be partially due to causes not attributable to the contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/ agreement. At the same time the Clause related to the compensation for delay will also be applied.

Table-1

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works:

Sl. No.	Particulars	A% Labour Component	B% Material Component	C% POL Component	Remarks
1	For Building works	25	75	NIL	
2	For road works	15	80	05	
3	For external sewerage, external water supply and external electrification	10	90	NIL	
4	For external water supply, external sanitary and external electrification (Through Labour Rate contract)	75	25	NIL	
5	For steel structural works	15	85	NIL	
6	For steel structural works with Dept. Free supply of rolled steel sections (Through Labour Rate contract)	75	25	NIL	
7	For Coal Handling Plant civil works	25	75	NIL	
8	For Underground civil works such as inclined drive age, shaft sinking etc.	35	65	NIL	
9	For erection and Commissioning of P & M	65	35	NIL	
10	Annual maintenance (Labour oriented)	100	-	NIL	

4.47.8 CEILING ON PRICE VARIATION DUE TO ESCALATION

There shall be a ceiling on price variation due to escalation covered under clauses mentioned herein before on the whole contract, limited to 10% of the 'Contract Price' only.

4.47.9 VARIATION IN THE TAXES, DUTIES, LEVIES ETC.

Other statutory variation due to increase in taxes, duties, levies etc. by Govt. (Central or State or Local) as of thirty (30) days prior to the date of opening of the bid or the revised price bid, whichever is later, with the taxes, duties, levies etc. during the manufacture/works/supply, as the case may be, shall be borne by the owner. Similarly decrease in taxes, duties, levies etc. shall be returned/deducted to/by the owner.

4C. GENERAL TECHNICAL CONDITIONS.

4.48 GENERAL

This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying technical specifications. The contractor's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein. It is recognised that the contractor may have standardised on the use of certain components, materials, processes or procedures different than those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standard and performance requirements and are acceptable to the owner.

4.49 LIMIT OF CONTRACT

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the technical specifications unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be inter-changeable with one another.

4.50 EQUIPMENT PERFORMANCE GUARANTEE

4.50.1 The performance tests of the equipment under the scope of the contract are detailed in the technical specifications. These guarantees shall supplement the general performance guarantee provisions covered under general terms & conditions of contract in clause entitled "Guarantee".

4.50.2 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor, as detailed in the technical specifications. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clauses of conditions of contract.

4.51 ENGINEERING DATA

4.51.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the engineer will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the engineer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the engineer shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

- 4.51.2 All engineering data submitted by the contractor after final process including review and approval by the engineer shall form part of the contract documents and the entire works covered under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the engineering writing.

4.52 DRAWING

- 4.52.1 All drawings submitted by the contractor including those submitted at the time of bid shall be sufficiently detailed to indicate the type, size, arrangement, weight of each component, break-up for packing and shipment, the external-connections, fixing arrangements required, the dimensions required for installation and inter-connections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specifications.
- 4.52.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, noting, marking and writing on the drawing shall be in English. All the dimensions should be in metric units.
- 4.52.3 The owner may use a 35 mm microfilm system in processing drawings. All drawings shall be suitable for microfilming. Drawings which are not suitable for microfilming will not be accepted. A copy of each drawings reviewed will be returned to the contractor as stipulated herein. The owner may also accept and use floppies/ disks for computer-based drawings.
- 4.52.3.1 Copies of drawings returned to the contractor will be in the form of a print with the owner's marking, or a print made from a microfilm of the marked up drawing or in the form of aperture cards if the contractor has facilities to process such cards or print made from floppies for computer based drawings.
- 4.52.4 The drawings submitted by the contractor shall be reviewed by the engineer as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the engineer. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay arising out of failure by the contractor to rectify the drawings in good time shall not alter the contract completion date.
- 4.52.5 Approval by the Nodal Officer or his Nominee: The Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-charge or his Nominee, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works.
- The Nodal Officer/Engineer-in-charge or nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.
- 4.52.6. The drawings sent for approval to the engineer shall be in quintuplicate. One print of such drawings will be returned to the contractor by the engineer marked approved/approved with corrections. The contractor shall thereupon furnish the owner with nine prints and one reproducible original of the drawings after incorporating all corrections.

- 4.52.7 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the engineer, if so required.
- 4.52.8 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval by the engineer. Approval of contractor's drawings or work by the engineer shall not relieve the contractor of any of his responsibilities and liabilities under the contract.
- 4.52.9 Drawings shall include all installation and detailed piping drawings wherever applicable. All piping 100 mm and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built construction.
- 4.52.10 Operating and Maintenance Manual: If “as built” drawings and/or operating and Maintenance Manuals are required the contract shall supply them by the dates stated in the contract data.

If the Contractor does not supply the drawings and/or Manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his Nominee's approval, the Nodal Officer or his Nominee shall withhold the amount stated in the contract data from payments due to the contractor.

4.53 INSTRUCTION MANUALS

- 4.53.1 The contractor shall submit to the engineer, preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and twelve (12) copies.
- 4.53.2 If after the commissioning and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner.
- 4.53.3 The contractor shall furnish to the owner, twelve (12) sets of spare parts catalogue.

4.54 FIRST FILL OF CONSUMABLE, OILS AND LUBRICANTS

All the first fill of consumable such as oils, lubricants and essential chemicals etc., which will be required to put the equipment covered under the scope of the specifications, into successful trial operation, shall be furnished by the contractor unless specifically excluded under the exclusions in the specifications and other documents.

4.55 MANUFACTURING SCHEDULE

The contractor shall submit to the engineer his manufacture and delivery schedules for all equipment within thirty (30) days from the date of the letter of acceptance of tender. Such schedules shall be in line with the detailed net-work for all phases of the work of the contractor. Such schedules shall be reviewed, up-dated and submitted to the engineer, once every two (2) months thereafter, by the contractor. Schedule shall also include the materials and equipment purchased from outside suppliers.

4.56 REFERENCE STANDARDS

4.56.1 The codes and/or standards referred to in these specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the engineer whose decision shall be final and binding.

4.56.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

4.57 DESIGN IMPROVEMENT

4.57.1 The engineer or the contractor may propose changes in the specification of the equipment or quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.

4.57.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement, the provision thereof, shall be deemed to have been amended accordingly.

4.58 QUALITY ASSURANCE

4.58.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of this contract whether manufactured or performed within the contractor's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the contractor and shall be finally accepted by the engineer after discussions before the issue of letter of acceptance of tender. A quality assurance programme of the contractor shall generally cover the following:

- a. his organisation structure for the management and implementation of the proposed quality assurance programme:
- b. documentation control system:
- c. qualification data for bidder's key personnel:
- d. the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.:

- e. system for shop manufacturing and site erection control including process control and fabrication and assembly controls:
- f. control of non-conforming items and system for corrective actions:
- g. inspection and test procedure both for manufacture and field activities:
- h. control of calibration and testing of measuring and testing equipment:
- i. system for indication and appraisal of inspection status:
- j. system for quality audits:
- k. system for authorising release of manufactured product to the owner:
- l. system for maintenance of records:
- m. system for handling storage and delivery: and
- n. a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

4.58.2 Quality Assurance Documents

The contractor shall be required to submit the following Quality Assurance Documents within three weeks after despatch of the equipment:

- i. all non-destructive examination procedures stress relief and weld repair procedure actually used during fabrication.
- ii. Welder and welding operator qualification certificates.
- iii. Welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.
- iv. Material mill test reports on components as specified by the specification.
- v. the inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
- vi. Sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.
- vii. All non-destructive examination result reports including radiography interpretation reports.
- viii. Stress relief time temperature charts.
- ix. Factory test results for testing required as per applicable codes and standard referred in the specifications.
- x. The engineer or his duly authorised representative reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the contractor/his vendor's quality management and control activities.

4.59 ENGINEER'S SUPERVISION

- 4.59.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the engineer and his decision shall be final.
- 4.59.2 The work shall be performed under the direction and supervision of the engineer. The scope of the duties of the engineer, pursuant to the contract, will include but not be limited to the following:
 - a. Interpretation of all the terms and conditions of these documents and specification.
 - b. Review and interpretation of all the contractor's drawings, engineering data etc.
 - c. Witness or authorise his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the contract.
 - d. Inspect, accept or reject any equipment, material and work under the contract.

- e. Issue certificate of acceptance and/or progressive payment and final payment certificates.
- f. Review and suggest modifications and improvements in completion schedules from time to time.
- g. Supervise the quality assurance program implementation at all stages of the works.
- h. To receive and endorse the despatch documents enabling the contractor to clear the consignments.

4.60 INSPECTION, TESTING AND INSPECTION CERTIFICATE

- 4.60.1 The engineer, his duly authorised representative and/or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.

- 4.60.2 The contractor shall give the Engineer/Inspector fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the contractor's account except for the expenses of the Inspector.

The Engineer/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.

- 4.60.3 The Engineer or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer/Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

- 4.60.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer/Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by the Engineer/Inspector. Failure of the Engineer/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.

- 4.60.5 In all cases where the contract provides for tests whether at the premises or works of the contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/Inspector or his authorised representative to carry out effectively such tests

of the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector or to his authorised representative to accomplish testing.

- 4.60.6 The inspection by Engineer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

4.61 TEST

4.61.1 Start up

- 4.61.1.1 On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer and the contractor for correctness and completeness of installation and acceptability of start -up, leading to initial pre-commissioning tests at site.

The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.

- 4.61.1.2 The contractor's commissioning/start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant referred hereinafter as plant.

4.61.2 Trial Operation

- 4.61.2.1 The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.
- 4.61.2.2 The duration of trial operation of the complete equipment shall be fourteen (14) days out of which at least seventy-two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between the engineer and the contractor. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified operating characteristics, for the period of trial operation.
- 4.61.2.3 For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of the engineer, the interruption is long, the trial operation shall be prolonged for the period of interruption.
- 4.61.2.4 A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the

dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications/ repairs to the plant shall be carried out by the contractor to the full satisfaction of the engineer to enable the later to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for withholding the aforesaid permission.

4.61.3 Performance and guarantee test

- 4.61.3.1 The final test as to the performance and guarantees shall be conducted at site, by the owner. Such tests will be commenced within a period of two (2) months after successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.
- 4.61.3.2 These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.
- 4.61.3.3 The available instrumentation and control equipment will be used during such tests and the engineer will calibrate, all such measuring equipment and devices as far as practicable. However, unmeasurable parameters shall be taken into account in a reasonable manner by the engineer, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The engineer will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.
- 4.61.3.4 Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests shall be provided by the contractor, free of cost.
- 4.61.3.5 The guaranteed performance figures of the equipment shall be proved by the contractor during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor. Duration of performance guarantee tests will be of one month of which 6 (six) days continuous on load operation is the minimum requirement and in case it fails, the process of performance guarantee tests will be repeated.
- 4.61.3.6 The specific tests to be conducted on equipment has been brought out in the technical specifications.
- 4.61.3.7 Performance and guarantee test shall make allowance for instrumentation errors as may be decided by the engineer-in-charge.

4.61.4 TEST CODES

The provisions outlined in the ASME performance test codes or other international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the technical specifications.

4.62 PACKING

- 4.62.1 All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of erection. While packing all the materials, the limitation from the point of view of availability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

4.63 PROTECTION

All coated surfaces shall be protected against abrasions, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage. The parts which are likely to get rusted, due to exposure to weather, should also be properly treated and protected in a suitable manner.

4.64 PRESERVATIVE SHOP COATING

- 4.64.1 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall beforehand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high-grade resistance enamel. The finished colours shall be as per manufacturer's standards, to be selected and specified by the engineering at a later date.
- 4.64.2 Shop primer for all steel surface which will be exposed to operating temperature below 95°C shall be selected by the contractor, after obtaining specific approval of the engineer regarding the quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95°C and such primers shall also be subject to the approval of the engineer.
- 4.64.3 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the engineer.

4.65 PROTECTIVE GUARDS

Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

4.66 DESIGN CO-ORDINATION

The contractor shall be responsible for the selection and design of appropriate equipment to provide the best co-ordinated performance of the entire system. The basic design requirements are detailed out in Technical Specifications. The design of various components, sub-assemblies and assemblies shall be so done, so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of the unit.

4.67 DESIGN CO-ORDINATION MEETING

The contractor will be called upon to attend design co-ordination meetings with the engineer, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at CMPDI HQ, Ranchi or at mutually agreed venue as and when required and fully co-operate with such persons and agencies involved during those discussions.

4.68 TOOLS AND TACKLES

The contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, disassembly and maintenance of the equipment. However, these tools and tackles shall be separately packed and brought on to site.

4.69 NOISE LEVEL

The equivalent 'A' weighted sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished and installed under these specifications, expressed in decibels to a reference of 0.0002 microbar, shall not exceed 85 dBA.

4.70 TAKING OVER

Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the contractor, the engineer shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will be engineer delay the issuance thereof, on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the contractor of any of his obligations which otherwise survive, by the terms and conditions of the contract after issuance of such certificate.

4.71 INDIAN STANDARDS

Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard, as decided by the Engineer in consultations with the Consultants employed by the Owner, shall be followed.

4.72 WELDING

If the manufacturer has special requirements relating to the welding procedures for welds at the terminals of the equipment to be procured by the owner under separate specifications, the requirements shall be submitted to the engineer in advance of commencement of erection work.

4.73 LUBRICATION

Equipment shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both stand -still and operating conditions.

4.74 EQUIPMENT BASES

A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the engineer. Each base plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring the units, shall have a raised lip all around, and shall have threaded drain connections.

4.75 RATING PLATES, NAME PLATES AND LABELS

4.75.1 Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question have been designed to operate, and such diagram plates as may be required by the engineer.

4.75.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the engineer or shall be as detailed in the appropriate sections of the technical specifications.

4.75.3 Such nameplates or labels are to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.

4.75.4 Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated nameplate or label with engraving filled with enamel.

4.75.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively, two separate plates one with Hindi and the other with English inscriptions may be provided.

4.76 COLOUR CODE FOR PIPE SERVICES

All pipe services wherever applicable are to be painted in accordance with the owner's standard colour scheme, by the contractor.

4.77 SERVICE BY THE OWNER

4.77.1 The following services shall be provided by the owner:

i. Construction/ drinking water at one point within 100 metres of the work site, charges to be decided by the company.

ii. Auxiliary power for construction at one point within 100 metres of the work site, charges to be decided by the company.

4.77.2 In the event of the contractor requiring these services at parameters other than those specified above, for any systems, equipment, instrument etc. he shall make the necessary arrangements himself.

4D. ERECTION CONDITIONS OF CONTRACT

4.78 GENERAL

- 4.78.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this contract to be performed at site.
- 4.78.2 The contractor upon signing of the contract shall, in addition to a project co-ordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

4.79 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 4.79.1 The contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the minimum wages act, 1948 and the payment of wages act (both of the Government of India and the local State Government) and the rules made thereunder in respect of any employee or workman employed or engaged by him or his subcontractor. The contractor shall make all necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and CMPF and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- 4.79.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the contractor. However, any registration, statutory inspection fees lawfully payable under the provisions of the rules and regulations of the Government and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the owner, shall be to the account of the owner. Should any such inspection or registration need to be arranged due to the fault of the contractor or his subcontractor, the additional fees for such inspection and/or registration shall be borne by the contractor.

4.80 OWNER'S LIEN ON EQUIPMENT

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the contractor and/or his sub-contractors without the prior written approval of the engineer.

4.81 INSPECTION, TESTING AND INSPECTION CERTIFICATES

The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The engineer shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the engineer rejects any work or equipment, the contractor shall make good for such rejection either by replacement or

modifications/repairs as may be necessary, to the satisfaction of the engineer. Such replacement will also include the replacement or re-execution of such of those works of other contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the contractor's work.

4.82 ACCESS TO SITE AND WORKS ON SITE

- 4.82.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in reasonable time.
- 4.82.2 The owner shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works.
- 4.82.3 The works so far as it is carried out on the owner's premises, shall be carried out at such time as the owner may approve and the owner shall give the contractor reasonable facilities for carrying out the works.
- 4.82.4 In the execution of the works, no persons other than the contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

4.83 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The contractor shall establish a site office at the site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the engineer or his duly authorized representative shall be communicated to the said authorised resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.

4.84 CO-OPERATION WITH OTHER CONTRACTORS

- 4.84.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other contractors and his workmen. Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The engineer shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.
- 4.84.2 The engineer shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the engineer shall be binding on the contractor.

4.85 DISCIPLINE OF WORKMEN

The contractor shall adhere to the disciplinary procedure set by the engineer in respect of his employees and workmen at site. The engineer shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the contractor shall remove such a person objected to and provide in his place a competent replacement.

4.86 CONTRACTOR'S FIELD OPERATION

- 4.86.1 The contractor shall keep the engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the engineer shall not relieve the contractor of any of his responsibilities towards the field activities.

Such reviews shall also not be considered as an assumption of any risk or liability by the engineer or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

- 4.86.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by the engineer is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

4.87 PHOTOGRAPHS AND PROGRESS REPORT

- 4.87.1 The contractor shall furnish three (3) prints each to the engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the engineer or his representative.

Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

- 4.87.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

4.88 MAN-POWER REPORT

- 4.88.1 The contractor shall submit to the engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area -wise.
- 4.88.2 The contractor shall also submit to the engineer on the first day of every month, a man power report of the previous months detailing the number of persons scheduled to have been employed and actually employed, skill-wise and areas of employment of such labour.

4.89 PROTECTION WORK

The contractor shall have total responsibility for protecting his works till it is finally taken over by the engineer. No claim will be entertained by the owner or the engineer for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 4.84 above-entitled cooperation with other contractors. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

4.90 EMPLOYMENT OF LABOUR

4.90.1 The contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness no persons below the age of eighteen years shall be employed.

4.90.2 All traveling expenses including provisions of all necessary transport to and from site lodging allowances and other payments to contractor's employees shall be the sole responsibility of the contractor.

4.90.3 The hour of work on the site shall be decided by the owner and the contractor shall adhere to it. Working hours will normally be eight (8) hours per day- Monday to Saturday.

4.90.4 Contractor's employees shall wear identification badges while on work at site.

4.90.5 In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation Act, Contract Labour Regulation Abolition Act, CMPF Act/EPF Act or any other law due to act of omission of the contractor, the owner may make such payments and shall recover the same from the contractor's bills.

4.91 FACILITIES TO BE PROVIDED BY THE OWNER

4.91.1 SPACE

The contractor shall advise the owner within thirty (30) days from the date of acceptance of the letter of award, about his exact requirement of space for his office, mess-rooms storage area, pre-assembly and fabrication areas, labour colony area, toilets, etc. The above requirement shall be reviewed by the engineer and space will be allotted to the contractor for construction of his temporary structures like office, storage sheds, labour and staff colony and other utilities etc. for his own as well as his sub-contractor's use.

4.91.2 ELECTRICITY:

The contractor shall submit to the engineer within thirty (30) days from the date of acceptance of the award letter, his electrical power requirements, if any, to allow the

planning of the temporary electrical distribution by the engineer. The contractor shall be provided with supply of electricity for the purposes of the contract, only at one point in the project site. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to engineer's inspection and approval before connection to supply. Power supply for labour colonies shall also be provided at one point. The contractor shall be charged for the power supplied at work site and labour colonies at prevalent rate of power supplied by State Electricity Board/ or any other organisation.

4.91.3 WATER:

Supply of water will be made available for the construction purposes at an agreed single point within 100 metres of the work site. And further distribution will be the responsibility of the contractor. The contractor shall be charged for the water supplied at work site @ 1% of the value of civil works and shall be deducted from the contractor's running/final bills.

4.92 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

1.92.1 Tools, tackles and scaffoldings

The contractor shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the contract. He shall submit a list of all such materials to the engineer before the commencement of pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the engineer.

4.92.2 Communication

The owner will extend the telephone & telex facilities, if available at site, for purposes of contract. The contractor shall be charged at actual for such facilities.

4.92.3 First – Aid

4.92.3.1 The contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first-aid.

4.92.3.2 The owner will provide the contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

4.92.4 Cleanliness

4.92.4.1 The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the engineer. Materials and stores shall be so arranged to permit easy cleaning of the area in areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame-resistant, oil proof sheet shall be provided to protect the floor from such damage.

- 4.90.4.2 Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the engineer. Proper sanitary arrangement shall be provided by the contractor, in the work areas, office and residential areas of the contractor.

4.93 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the engineer at site at suitable points. These points shall be used as datum for the works under the contract. The contractor shall inform the engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the engineer to enable the contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the engineer at contractor's expense.

4.94 FIRE PROTECTION

- 4.94.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers.

Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.

- 4.94.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame-resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 4.94.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire -fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.
- 4.94.4 The contractor shall provide enough fire protection equipment of the types and number for the ware -houses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

4.95 SECURITY

The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security

personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the contractor shall enter and leave the project site only with the written permission of the engineer in the prescribed manner.

4.96 CONTRACTOR'S AREA LIMITS

The engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the contractor and the contractor shall not trespass the areas not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the engineer.

4.97 CONTRACTOR'S CO-OPERATION WITH THE OWNER

In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the engineer and the same shall be acceptable at all times to the contractor.

The engineer may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such restrictions and co-operate with the engineer. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents & specifications.

4.98 PRE-COMMISSIONING TRAILS AND INITIAL OPERATIONS

The pre-commissioning trails and initial operations of the equipment furnished and erected by the contractor shall be the responsibility of the contractor as detailed in relevant clauses in section GTC. The contractor shall provide, in addition, test instruments, calibrating devices, etc. and the labour required for the successful performance of these trials. It is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

4.99 MATERIALS HANDLING AND STORAGE

4.99.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.

4.99.2 Contractor shall be responsible for examining all the shipment and notify the engineer immediately or any damage, shortage, discrepancy, etc. for the purpose of engineer's information only. The contractor shall submit to the engineer every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage

and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the contractor.

- 4.99.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.
- 4.99.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 4.99.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.
- 4.99.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the engineer.
- 4.99.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 4.99.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 4.99.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.
- 4.99.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.
- 4.99.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The engineer, in addition, may direct the contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

4.100 CONSTRUCTION MANAGEMENT

- 4.100.1 The field activities of the contractors working at site will be co-ordinated by the engineer and the engineer's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the engineer shall not be a cause for extra compensation or extension of time for the contractor.
- 4.100.2 The engineer shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the engineer. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the engineer may call for other meetings either with individual contractors or with selected number of contractors and in such a case the contractor, if called will also attend such meetings.
- 4.100.3 Time is the essence of the contract and the contractor shall be responsible for performance this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
- 4.100.4 The engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co-ordination work between various contractors as set out earlier.

4.101 FIELD OFFICE RECORDS

The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the engineer in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owner's property.

4.102 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

- 4.102.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the engineer. All such goods shall, from the time of their being brought vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written

permission of the engineer. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

4.102.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

4.102.3 After the completion of the works, the contractor shall remove from the site under the direction of the engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the engineer. If the contractor fails to remove such materials, within 15 days of issue of a notice by the engineer to do so then the engineer shall have the liberty to dispose of such materials as detailed under clause 4.102.2 above and credit the proceeds thereto the account of the contractor.

4.103 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

4.103.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.

4.103.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the engineer and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

4.104 PAINTING

All exposed metal parts of the equipment including piping, structure railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping or sand blasting, and the same being inspected and approved by the engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the engineer.

4.105 INSURANCE

4.105.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract of this volume, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works.

4.105.2 Workmen's compensation insurance.

This insurance shall protect the contractor against all claims applicable under the Workmen's Compensation Act 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability disease or death of his or his sub-contractor's employees, which for any reason are not covered under the Workmen's Compensation Act 1948. The liabilities shall not be less than:

Workmen's compensation as per statutory provisions

Employer's liability as per statutory provisions

4.105.3 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death to members of public including the owner's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles.

4.105.4 Comprehensive General Liability Insurance

4.105.4.1 This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the contractor arising out of the clause entitled defence of suits under General Terms and Conditions of contracts of this volume.

4.105.4.2 The hazards to be covered will pertain to all the works which and areas where the contractor, his sub-contractors, his agents and his employees have to perform work pursuant to the contract.

4.105.5 The above is only illustrative list of insurance covers normally required and it will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

4.106 UNFAVOURABLE WORKING CONDITIONS

The contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the contractor in a proper and satisfactory manner in performance of such works and with concurrence of the engineer. Such unfavourable construction conditions will in no way relieve the contractor of his responsibility to perform works as per the schedule.

4.107 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the engineer. Similarly, the contractor shall ensure that the benchmarks, reference points, etc., which are marked out either with the help of engineer or by the engineer

shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the engineer. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

4.108 WORK AND SAFETY REGULATIONS

4.108.1 The contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

4.108.2 The contractor will notify well in advance to the engineer -in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The engineer-in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its 'use. No claim due to such prohibition shall be entertained by the owner. Nor the owner shall entertain any claim of the contractor towards additional safety provisions/conditions to be provided for constructed as per engineer-in-charge's instructions.

Further any such decision of engineer-in-charge shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.

4.108.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.

4.108.4 All equipment used in construction and erection by contractor shall meet Indian, International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe.

All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and per Guidelines/Rules of the Company in this regard.

4.108.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act

1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by engineer in charge or by the person authorised by him.

- 4.108.6 The contract shall be fully responsible for the safe storage of his and his sub-contractors' radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.
- 4.108.7 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need, as may be directed by engineer-in-charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 4.108.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.
- 4.108.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.
- 4.108.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.
- 4.108.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
 - a. satisfy the engineer that the appliances is in good working condition
 - b. inform the engineer of the maximum current rating, voltage and phases of the appliances.
 - c. obtain permission of the engineer detailing the sockets to which the appliances may be connected.
- 4.108.12 The engineer will not grant permission to connect until he is satisfied that:
 - a. the appliance is in good condition and is fitted with a suitable plug.
 - b. the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 4.108.13 No electric cable is in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 4.108.14 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/equipments whether alive or dead, suitable type and

sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.

4.108.15 The contractor shall employ necessary number of qualified, full-time electricians/electrical supervisors to maintain in his temporary electrical installations.

4.108.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer.

In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.

4.108.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.

4.108.18 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager/HoD of the project within 3 days of such stoppage of work and decision of the project G.M/HoD in this respect shall be conclusive and binding on the contractor.

4.108.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 4.108.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

4.108.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

4.108.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer-in-charge as provided in para 4.108.18 above, the contractor shall promptly pay to the Company, on demand i.e., by the owner compensation at the rate of Rs. 5,000/= per day or part there of till the instructions are complied with a so certified by engineer -in-charge. However, in case of accident taking place

causing injury to any individual, the provisions contained in para 4.108.22 shall also apply in addition to compensation mentioned in this para.

- 4.108.22 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Company employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed thereunder or any other applicable laws as applicable from time to time.

In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount.

4.109 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Boiler Regulations. ASME codes and accepted good engineering practice, the engineer's drawings and other applicable Indian recognised codes and the laws and regulations of the Government of India.

4.110 FOUNDATION DRESSING AND GROUTING

- 4.110.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.

- 4.110.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.

- 4.110.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength. All laitance and surface film shall be removed and cleaned.

4.110.4 GROUTING MIX

The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent.

The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddled in place. For thicker grout

beds up to 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Base which are hollow and are to be filed full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5-part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticizer's manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

4.110.5 PLACING OF GROUT

4.110.5.1 After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

4.110.5.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

4.110.6 FINISHING OF THE EDGES OF THE GROUT

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floorspaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

4.110.7 CHECKING OF EQUIPMENT AFTER GROUTING

After the grout is set and cured, the contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the engineer.

4.111 SHAFT ALIGNMENTS

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

4.112 DOWELING

All the motors and other equipment shall be suitably doweled after alignment of shafts with tapered machined dowels as per the direction of the engineer.

4.113 CHECK OUT OF CONTROL SYSTEMS / POWER SUPPLY

After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents. The contractor shall get the drawings pertaining to the control system, power supply etc. approved from Directorate General of Mine Safety (DGMS) or any other appropriate authority as necessary, wherever required as per the rules and regulations of the of Indian Mines Act governed by D.G.M.S.

1.114 COMMISSIONING SPARES

The contractor shall make arrangement for an adequate inventory at site of necessary commissioning spares prior to commissioning of the equipment furnished and erected so that any damage or loss during this commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

4.115 CABLING

4.115.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the engineer.

4.115.2 Each cable, whether power or control, shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5-metre run or part thereof and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

4.115.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.

4.115.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.

4.115.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to engineer's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied

utilising plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.

- 4.115.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over-pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

SECTION 5

**SCOPE OF WORK & TECHNICAL
SPECIFICATION
FOR
CIVIL AND STRUCTURAL WORKS**

BRIEF SCOPE OF WORK & TECHNICAL SPECIFICATIONS

PART – 5A CIVIL WORKS

1. Detail of Work & Specifications: -

This volume contains scope of civil work and technical specifications for the bidder with respect to “Supply, installation, and commissioning of Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500 (500kg/day, working 8 hrs in two shifts) complete in all respects including room size of minimum 8m x 6m with all facilities. The tender is for turnkey job and the responsibility of the contractor will include all preparatory work, levelling and dressing of site, detailed design (hydraulic & structural), procurement, excavation work including de-watering and lowering of sub-soil water if required, disposal of all surplus earth at suitable site, civil works, testing and commissioning of and maintenance during trial run /defect liability period for 12 months and additional 5 years of Comprehensive operation & Annual Maintenance Contract (COAMC).

2. Proposed Site for Automatic Continuous Drum Composter with Integrated Crusher Works:

The proposed composter shall be installed in the existing CMPDI, Colony Complex, Ranchi. The dimension of the proposed site is approximately 15m X 10m. Site plan can be seen in the office of the HoD(TE), CMPDI, Kanke Road, Ranchi. However, successful tenderer shall finalize the site dimensions before designing the Composter.

3. Estimation of disposed waste: Composter will be designed for a capacity of 500kg/day. The bidder shall design the system for a total 8 hours of working in two separate shifts (e.g., morning 4 hrs and afternoon 4 hrs working). However, any modification(s) proposed by the successful tenderer shall be subjected to acceptance and approval by the Employer.

4. Design & Drawings: A basic scheme for working of Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500kg/day is described in the scope of work. The bidder shall quote his rates based on the scope of work. However, this shall not absolve the bidder from responsibility of performance of the assets created in this contract. The bidders are required to furnish the following documents at the time of award of contract as well as for technical qualification.

- a) Detail design of the Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500kg/day including sizing of the treatment units.
- b) Proposed process flow diagram of Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500kg/day
- c) Site Plan / Plan layout/ Civil Structural drawings.
- d) General arrangement (GA) drawing of proposed Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500kg/day on a site plan showing all structures. The drawing shall indicate all details including cut-outs towards entry/exit points of the facilities as per requirement.
- e) Construction of sheds of minimum size 8m x 6m x 3.0m(min. ht), adequate foundation, 9” brick wall, sufficient windows, Doors, Roof: profile sheet with truss, Flooring: required flooring, internal/external electrifications, all complete.

- f) Complete design details of mechanical, electrical works and other details as per the requirement of the system.
- g) Detailed dimensions and locations of all civil components, openings, cut outs, plinths, fixings, fittings, flanges, mountings, steps, ladders etc.
- h) Detailed dimensions and exact locations of all other items of plant including mechanical & electrical items.
- i) Details of internal and external surface finishing, protective coatings and lining.
- j) Any other design/ drawing as desired by the Employer.

5. The Scope of work for successful bidder: -

Brief Scope of Work

The scope of work under this tender shall include the following:

- Program schedule submission
- Detailed survey
- Sampling of organic wastes and Laboratory Tests, if required
- Planning, Design and engineering, Submission of drawings and design calculations including all working manuals, Getting approval of drawings and designs, Record of Drawings
- Setting Out
- Demolition/rectification of existing facilities, if any, as per requirement
- Pre-construction anti-termite treatment
- Levelling of site
- Execution of all civil and structural works including infrastructural facilities
- Construction & Supply including transportation of plant and machinery to site
- Erection of equipment (mechanical including process equipment and electrical) including laying of pipe lines with all required structures
- Testing and commissioning, elimination of all teething troubles, performance tests
- Construction of sheds of minimum size 8m x 6m x 3.0 m (min. ht), adequate foundation, 9" brick wall, sufficient windows, Doors, Roof: profile sheet with truss, Flooring: required flooring, internal/external electrifications, all complete.
- Six years plant operation including quarterly testing of machines, supply of all necessary consumables and labour. The bidder should provide details of the manpower required for the operation and maintenance of Automatic Continuous Drum Composter with Integrated Crusher.
- Handing over of the plant for further operation by the employer at the end of Sixth year operation period.
- Operation, Maintenance of all plant and machinery for five years Defect Liability Period (DLP or Comprehensive operation & annual maintenance contract (COAMC))
- Training of employer staff and suggesting log sheet for monitoring

This being a turn-key work, all items of works needed for completion of the job in all respect and successful operation of the Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500 kg/day for five years post construction/performance tests/acceptance of plant for operation shall be deemed to be covered in the Scope of Work whether specifically mentioned herein or not.

Due consideration shall be given for economy, architecture and functional utilities. The tender drawings of this NIT indicate functional and architectural requirements. The successful bidder has to comply with these requirements and submit detail drawings for Employer's approval. Submission of all documents required according to the contract parameter. Submission of a guarantee that the compost will correspond to the requirements given below.

In case of concrete structures, designed concrete will be minimum M-20 or more and steel Fe-500 grade.

Design and engineering of the Automatic Continuous Drum Composter with Integrated Crusher has to be operator friendly.

6. Compost Management:

The compost generated from the automatic drum composter shall be use for gardening works or further used for commercial purposes. Packing and stack & store of generated compost in bags in different capacity like 20kg, 10 kg, 5 kg, 1kg Bags. Accordingly, disposal of the sludge shall be done as per prevailing guidelines applicable by the successful tenderer.

7. DESIGN BASIS, TREATMENT SCHEME & TREATMENT PROCESS

Adherence to Indian Standards

All designs, drawings, construction, fabrication, testing, operation, materials etc. shall be in strict conformity as per relevant and latest IS/BIS Code of practice, CPWD/NBO provisions & guidelines and latest MoEF&CC/CPCB/State pollution control board/CPHEEO standards & guidelines. Wherever no Indian Standard is available other International Standards may be followed only on approval from the Employer.

Design of Automatic drum composter

The design components (Treatment Scheme, treatment Process, process units etc.) specified in this Tender document are the minimum requirement. The design of the Automatic drum composter is solely the responsibility of the successful tenderer. Modification(s)/addition/deletion in the design component (if any) may be allowed only after suitable justification from the successful tenderer and on approval from the Employer. However, this does not absolve the contractor from his responsibility of giving satisfactory performance and meeting desired discharge standards as specified in tender document and relevant IS codes.

Special Features of Automatic Continuous Drum Composters:

1. Automatic Composter
2. Waste to Compost in 7 to 12 Days
3. Compact Design
4. Converts any kind of Organic Waste into compost
5. Odourless & Noiseless
6. Volume Reduction Up to 65 – 70%
7. Additions of Saw Dust & Culture (Microorganism) with every waste input.
8. Maintenance Free
9. Quality Material Used – for Drum & Crusher
10. Overload Function works in case of Overload
11. Works on 3R Principle (Reduce, Recycle & Reuse)
12. Garbage to Garden & Improve Soil Health
13. Reduces Global Warming and Air Pollution
14. Saves Money & Saves Landfill Space.

Technical Specification of Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500

A. Technical Specification of Automatic Continuous Drum Composter with Integrated Crusher for bidding purpose only. However, the bidders shall provide technical specification for equivalent capacity of Automatic Continuous Drum Composter with approval of CMPDI

Waste Processing Capacity	500 Kg Per Day
Composting Method	Miro-organism Based Natural Composting.
Time To Convert Waste in to Manure	Approximately 7-12 Days
Compostable Items	Fruit & vegetable scrap, Egg shells, Plate waste, Shells, Tea & coffee bags, Medical waste, Glossy or coated paper, Large Branches.
Non-Compostable Items	Bread, Bakery waste, Fish, Dried Garden Waste, Wet leaves, meat & other compostable organic biomass. Stones, Metal, Plastic, Big Bones, Coconut.
Operation	Automatic Continuous
Input	Any Kind of Segregated Organic Waste
Output	Organic Manure
Volume Reduction	Approximately 65-70%
Compost Generated Per Day	Approximately 30-35% of waste Input.
Machine dimensions (L x W x H) Ft (As per manufacturer)	Approx. 16.4 x 5.90 x 7.55 Ft Or 5.5 m x 2.0 m x 2.18 m
Approx. Machine Weight	@ 2780 Kg Or suitable
Power Supply	415-440 Volts / 50 Hz, 32 Amp
Phase	III Phase
Power Rating of Machine	7.66 Kw or 4.12 kW
Power Consumption	45 Units per day under ideal conditions
Composting Drum Material	MS-Powder Coated Or FRP
Motor Make	ABB/Nor/Siemens/CG Or Equivalent
Motor Rating	1.5 HP or Suitable
Blower	Rexnor / Almar4do or Equivalent
Blower Rating	410 W / 0.41 kW or suitable
Blower Size	Steel Body – 18” or Suitable
Air Warming System	Coil Air Warmer
Heater Rating	2 kW
Crusher Type	Petal Crusher
Crusher Rating	5 HP or Suitable

Crusher Capacity	Suitable Internal or External Crusher
Material of Construction Crusher	Stainless Steel (SS 304) or Suitable
Crushing Speed	2800 RPM
Reduced Particle Size	2-4 mm
Waste Input & Manure Output	Separate door for both operations
Drying System	In built
Mounting	Wheels / Pads
Handles & Locks	Standard Quality
Overload Protection	Overload & Current Protection for Motor & Blower
Curing System	Inbuilt Curing System
Addition of Saw Dust & Culture	20 to 40% of waste input depending on Moisture content in waste
Outside Housing	MS – Powder Coated Or FRP
Water Discharge, Leachate, Methane, Harmful Gases.	No
Any By Product	No, Only Organic Manure is the End Product
Odourless & Noiseless	Yes
Warranty	Minimum one year
Compost Removal	Once in 7-10 days
Use of Compost	Can be used directly for farming.
Plant Requirements	1. Well ventilated shed area 2. The shed should have concrete levelled flooring and a covered roof for protection of machine from rain. 3. III Phase Power connection with neutral & earthing.

8. GENERAL SPECIFICATIONS

8.1 SPECIFICATIONS FOR CIVIL ITEMS

Adherence to Indian Standards:

All designs, drawings, construction, fabrication, testing, operation, materials etc. shall be in strict conformity to relevant and latest IS/BIS Code of practice and CPWD/NBO provisions & guidelines and CPHEEO Manual on Sewerage & Sewage Treatment. Wherever no Indian Standard is available British, American, German, Soviet or other International Standards may be followed only on approval from the Employer.

Workmanship

All workmanship, materials and work items shall conform to relevant Indian Standards. In case of items not covered by Indian Standards, other relevant Standards shall be followed. In case of items not covered either by Indian Standards or other relevant Standards, the CPWD practices shall be followed.

SECTION 6

(6A) ADDITIONAL SCOPE OF WORK

AND

(6B) ANNUAL MAINTENANCE CONTRACT

6(A) ADDITIONAL SCOPE OF WORK

Comprehensive operation & Annual Maintenance of complete plant machineries to be used for a period of 5 (five) years after testing and running the same successfully for 30 days during trial run / defect liability/warranty period of one year. Operation of plant will be six years

1. MISCELLANEOUS WORK:

- i) In case of any mandatory/statutory permission or certificate is required from concern local bodies, the contractor shall arrange to get necessary permission or certificate in compliance statutory authority. The cost incurred towards services shall be borne by the contractor. The application fees or mandatory fees of statutory authority will be reimbursed separately on receipt from CMPDI.
- ii) Construction of Rooms/sheds for placing Automatic Continuous Drum Composter with Integrated Crusher Capacity: 500 kg/day as described in (x) below.
- iii) Internal lighting, exhaust fan, ceiling fan, cables, switchgears and other control equipment in the sheds/house room is in the scope of contract.
- iv) Development work surrounding of Room i.e., 900mm wide. Plinth protection with Paver shall be provided 1.0m around the building.
- v) Contractor will have to make own arrangement for water requirement during construction. If available, one point water connection shall be provided by the company on chargeable basis i.e @ 1% of civil construction item of work will be deducted from the R/A or final bill. Necessary pipe shall be arranged by the contractor.
- vi) Contractor will have to make own arrangement for electricity requirement during construction. If available, one point connection shall be provided in chargeable basis based on electricity charges of JSEB, for which meter shall be arranged by the contractor.
- vii) Pipe network for conveying water to various units/locations in the plant area, required during operation/maintenance of the plant is also covered in the scope of work. However, source of water shall be the CMPDI's responsibility.
- viii) The Contractor shall arrange to get certificate/ license etc to install/ commissioning of Organic waste Converter. Cost incurred for these services is included in the scope of work.
- ix) Any application /fess will be paid separately by the company.
- x) The specification of Room/Shed to be constructed as follows:
 1. Internal Room Size: Suitable size to accommodate the Automatic Continuous Drum Composter with sufficient circulation area as well as to keep the end product for 7 – 12 days and to store the collected raw material for composting
 2. Foundation: As per structural requirement (detail structural design and report shall be provided by the contractor for approval).
 3. DPC shall be provided as per CPWD specifications

4. Superstructure:

- i. 230 mm thick fly ash/AAC/First class clay brick with cement motor 1:6 (1 cement: 6 Sand).
 - ii. Doors: Rolling shutters of minimum 2.5 m wide X 2.7 m height (however actual size is to be decided by machine size) at one side and another door of minimum size 1.5 m X 2.1 for regular operation
 - iii. Proper ventilation with windows and MS grills as per requirement to be provided
 - iv. Finishing: 12 mm Internal and external plaster shall be done with cement motor in 1:6 (1 cement:6 sand) with painting of all elements as per instruction of EIC
 - v. Roof: Shall be done with profile sheeting with 0.5 mm thick Eaves and rainwater pipe supported by suitable structural steel/MS pipe truss with suitable wind ties. Design shall be approved by EIC
 - vi. Flooring shall be done with IPS (1:2:4) after sand filling and PCC (1:3:6) with sufficient thickness after approval of EIC. However, foundation of machine shall be done as per structural requirement to avoid vibration.
 - vii. Plinth Protection of 1 m wide all-round the shed with required thickness of PCC, Sand
 - viii. Surrounding area is to be neatly developed with proper drainage system
 - ix. Plinth level shall be of 600 mm above ground level
 - x. The room/shed shall be fitted with all electrical fittings for proper lighting and other safety standards devices. All electrical works like internal wiring, switch boards, lights, ceiling fans, exhaust fans, etc are in the scope of work. Connecting the already existing electrical line is also in the scope of work.
 - xi. All the specification for civil, electrical, mechanical works should be executed as per instruction of EIC.
- xi) The contractor needs to pack the generated compost/manure in gunny/plastic bags in 20kg,10kg, 5kg and 1 kg and stack/store it at the desired location identified by the EIC.

6(B) SCOPE OF WORK FOR OPERATION &ANNUAL MAINTENANCE CONTRACT (COMPREHENSIVE)

Compulsory operation of the Automatic drum composter & Annual comprehensive Maintenance Contract (CAMC) for a period of 5 years after the completion of warranty period of 12 months. The bidder has to quote the price for the consecutive 1st, 2nd, 3rd, 4th and 5th year for AMC separately in the quoted price & Operation for 6 years i.e., including warranty period of 12 months

Comprehensive Operation &AMC includes the following:

- 1) Contractor shall engage sufficient/required skilled operator for 24x7 to operate the composter in smooth functioning, if required
- 2) The contractor shall ensure that minimum wages of central labour commissioner Jharkhand and all other statutory laws, payment is adopted.
- 3) The contractor shall ensure leave replacement to the operator to function the composter without any interruption. In case of any failure, liquidate damage shall be applicable elsewhere mentioned.

- 4) LOG-BOOK for recording of parameters related to composter shall be maintained by the firm/ agency /contractor showing the complete maintenance CAMC for composter and it should be made available to the Client on a monthly basis.
- 5) Contractor shall provide all necessary spare parts, replacement of spares or repair all equipment's/instruments, consumables, chemicals etc. as required for the complete maintenance as per requirements during the CAMC period. All approved spares parts and materials shall be genuine and of same make and type as installed wherever applicable and a minimum quantity of spares and materials for routine maintenance may be kept at site to minimize time of maintenance. The firm / agency / contractor has to keep all equipment's well maintained for the Plant so as to give proper output at all times.
- 6) Tools and equipment required for comprehensive maintenance for the composter accessories etc. shall be provided by the firm /agency /contractor.
- 7) Proper care shall be taken to avoid major breakdown at the plant. In the event of any breakdown, the same will be rectified immediately within 4 hours from the time of reporting of the fault. Similarly, if any breakdown takes place due to negligence of firm/ agency/ contractor, the whole component has to be replaced/ rectified to bring it to the original condition immediately.
- 8) The rates shall be quoted on yearly basis. The rates shall be all inclusive including taxes and duties etc.
- 9) The firm/ agency/ contractor shall fulfil the requirement of various law enforcing agencies / local authorities, such as Pollution control Board or any local body etc. by taking their approvals as and when required.
- 10) The firm/ agency/ contractor will be responsible for the safety of their deputed staff during the performance of their duty at site.
- 11) In case any of staff is not found upto the mark and not able to do work properly, he will have to be changed as per the instruction of CMPDI and immediately replaced by another qualified staff.
- 12) In case of any problem with the equipment, the firm/agency/contractor shall inform CMPDI, Ranchi immediately.
- 13) The firm/ agency/ contractor shall keep the equipment well maintained, neat and clean and adhere to the maintenance schedule of various equipment given in the respective manuals. Upon placement of work order they will prepare the maintenance schedule and discuss the same with the Engineer-in-charge or representative of CMPDI for its implementation. This may be revised from time to time as per the requirement.
- 14) The firm /Agency shall send a supervisor/mechanics to check the Plant once a month.
- 15) The firm /Agency shall provide all spare parts for OWC (organic waste converter) plants, electrical panels, fittings/fixtures as required to ensure proper functioning of the Plant. CAMC for the composter.
- 16) Liquidated Damages:

- a) A penalty of Rs.800/- per 8 hours shift or minimum wages as applicable will be deducted from the bill for each 8-hour shift when the Skilled Technician/ Operator is not provided.
 - b) A penalty of Rs 500/- per day non operation of plant after break down period of 8 hours
- 17) The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline work output and cleanliness of the Plant and its surroundings.
 - 18) The agency/firm/contractor shall provide one skilled technical person for routine visit within every 15 days.
 - 19) The CAMC shall include routine and preventive maintenance as also breakdown maintenance if and when required. Maintenance services shall be provided with 24 hour emergency call out service.
 - 20) The Contractor shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately. A competent engineer shall be provided to investigate the fundamental cause of a fault temporary quick fix solution will not be accepted.
 - 21) In circumstance such that the Contractor fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractors responsibilities.
 - 22) The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part as detailed in this section.
 - 23) The routine maintenance and periodical maintenance of all the equipment under the scope of this tender is to be done. Necessary preventive maintenance, breakdowns if any is to be attended throughout the day, all 7 days a week, with experienced and qualified personnel.
 - 24) The Annual Maintenance contract will be paid quarterly in proportions. The security deposit of 5% of each R/A bill will be retained (it will not carry any interest). The total deducted/deposited security deposit will be returned after the completion of Annual Maintenance Contract period of 5 years.

PROFORMA FOR PRICE BID

SCHEDULE OF QUANTITY

Tech – Commercial & Terms and Conditions:

Sr No.	Items Description	Quantity	Unit	Rate	Amount
1	Supply, Installation and commissioning of Automatic Continuous Drum Composter of capacity of 500kg/day including civil, mechanical, electrical works required for streamline operation of Automatic Continuous Drum Composter.	1	Lumpsum		
2	Construction Rooms/sheds for placing the drum composter of required size with specifications mentioned in the tender document including civil, electrical works including surrounding landscaping, drainage and developmental works etc complete	1	Lumpsum		
3	Providing required size/capacity of copper cable for making connection to the Plants from the nearby Electric Feeder	200	meter		
4	Comprehensive operation in 24x7, maintenance contract including necessary servicing and replacement of spare parts (OEM)				
4.1	Operation charges during warranty period of 12 months including Collection of manure generated from composter, packing in gunny bags and stacking in desired location identified by EIC.	1	Year		
4.2	Ist Year of Comprehensive operation and maintenance charges after security period/ warranty period of one year & Collection of manure generated from composter, packing in gunny bags and stacking in desired location identified by EIC.	1	Year		

4.3	2 nd Year of Comprehensive operation and maintenance charges after security period/ warranty period of one year & Collection of manure generated from composter, packing in gunny bags and stacking in desired location identified by EIC.	1	Year		
4.4	3 rd Year of Comprehensive operation and maintenance charges after security period/ warranty period of one year & Collection of manure generated from composter, packing in gunny bags and stacking in desired location identified by EIC.	1	Year		
4.5	4 th Year of Comprehensive operation and maintenance charges after security period/ warranty period of one year & Collection of manure generated from composter, packing in gunny bags and stacking in desired location identified by EIC.	1	Year		
4.6	5 th Year of Comprehensive operation and maintenance charges after security period/ warranty period of one year & Collection of manure generated from composter, packing in gunny bags and stacking in desired location identified by EIC.	1	Year		
	GST@18%				
	Total				

Automatic Continuous Drum Composting – Photo

(This is Indicative photo, specification may be change in reality, may vary by manufacturer)

