GODAVARI GAS PRIVATE LIMITED

(A Joint Venture of M/s Andhra Pradesh Gas Distribution Corporation Ltd. and M/s Hindustan Petroleum Corporation Ltd.)

TENDER DOCUMENT FOR MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

DOMESTIC COMPETITIVE BIDDING

Tender No.: 05/51/E/0086/GGPL/001-iv

VOLUME – I OF II

PREPARED AND ISSUED BY
MECON LIMITED
(A Govt. of India Undertaking)
Delhi, India

MASTER INDEX

SECTION-I

INVITATION FOR BID (IFB)

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No.: 05/51/E/0086/GGPL/001-iv **Date:** 13.08.2026

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

Dear Sir/Madam,

1.0 MECON Limited (CIN U74140JH1973GOI001199), Engineering & Project Management Consultant (EPMC) for the project, on behalf of **M/s GODAVARI GAS PRIVATE LIMITED (GGPL)** [having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. (CIN No. U40300AP2016PTC104159)], a joint venture of M/s Andhra Pradesh Gas Distribution Corporation Limited (APGDC) and M/s Hindustan Petroleum Corporation Limited (HPCL), operating CNG & City Gas Distribution in the East Godavari & West Godavari districts of Andhra Pradesh, invites bids from bidders for the subject job/ works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS
(B)	TENDER NO. & DATE	05/51/E/0086/GGPL/001-iv Date: 13.08.2026
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM: X TWO BID SYSTEM: √
(D)	TYPE OF TENDER	E-TENDER: √ MANUAL: X

<table>
<tr>
<td>(E)</td>
<td>COMPLETION/CONTRACT PERIOD</td>
<td>The work shall be carried out on Annual rate contract basis. The validity of Annual Rate Contract shall be for a period of 1.5 years (18 months) from the date of issuance of FOA.

<table>
<tr><td>Overall completion as per scope of work including mobilization period</td><td>2 (Two) Months for each Station from the date of intimation letter/mail or date of handing over of the work front for the Station (s), whichever is later.</td></tr>
</table>
<u>Notes:</u>

As per the availability of the work front for the each or multiple CNG Stations /DRS/DCU, contractor can be asked to carry out the works concurrently and the same are to be completed as per the above-mentioned time schedule.
Intimation to start the works conveyed during meeting and recorded in Records Note of Meeting/ Minutes of Meeting/ Kick off Meeting shall also be considered as the Date of Intimation.

</td>
</tr>
<tr>
<td>(F)</td>
<td>BID SECURITY / EARNEST MONEY DEPOSIT (EMD)</td>
<td>
<table>
<tr><td>APPLICABLE</td><td>√</td></tr>
<tr><td>NOT APPLICABLE</td><td>X</td></tr>
</table>
<table>
<tr><th>Description</th><th>EMD Amount</th></tr>
<tr><td>For complete Scope of work</td><td>INR 9.8 Lakh</td></tr>
</table>
Additional Notes:

MSE bidders need to submit EMD/Bid Security as per relevant clauses of tender (Cl. 16 of ITB, etc), failing which bid shall be treated as ‘Bid not accompanied with EMD’ and shall be rejected.

(Refer Clause no.16 of ITB)
</td>
</tr>
<tr>
<td>(F1)</td>
<td>DECLARATION FOR BID SECURITY</td>
<td>Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.</td>
</tr>
<tr>
<td>(G)</td>
<td>AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)</td>
<td>From 13.08.2026 to 03.09.2026 (1400 Hrs, IST) on following websites:

(i) GGPL’s Tender Website: https://godavarigas.co.in/tenders.php</td>
</tr>
</table>

		(ii) e-Tendering Portal: https://petroleum.ewizard.in/ (iii) MECON Website: www.meconlimited.co.in **Note:** Bids are to be submitted on **e-tender Portal** {website at sl. no. (ii) above}.
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 20.08.2026 Time : 1200 Hrs. Venue : Online **Google Meet joining info** **Video call link: https://meet.google.com/vst-imoh-cyk**
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date : 03.09.2026 Time : 1400 Hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 03.09.2026 Time : 1500 Hrs. Venue : Online **Google Meet joining info** **Video call link: https://meet.google.com/zse-vxvr-sqz**
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Vaidant Kumar Bairwa Designation: Dy. GM In-Charge (Contracts) Phone No. & Extn :+91-11-22401100/03 Direct No.: +91-11-22401100/03 e-mail : cont-delhi@meconlimited.co.in
(L)	DEALING GGPL's OFFICE ADDRESS	**M/s Godavari Gas Private Ltd. (GGPL)** Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P.

In case of the days specified above happens to be a holiday in GGPL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.

3.0 In case of E-Tender, bid must be submitted only on https://petroleum.ewizard.in. Further, the following documents, in addition to uploading the bid on e-tender portal, shall also be submitted in Original (in physical form) within 7 (seven) days from the date of un-priced bid opening failing which the bid shall be liable for rejection:

i) EMD/ Bid Bond

ii) Line of Credit (if applicable)

The aforesaid documents are required to be submitted at the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III].

Further, GGPL reserves the right to seek in physical form (original/notarized true copy) of any document (s) uploaded in digital form, at any time during the processing of tender and execution of contract. In the event of failure of a bidder/vendor/contractor to submit original/notarized true copy of any document(s) within the specified time schedule, EMD or CPS of the bidder/vendor/contractor shall be forfeited / Bid Security Declaration clause shall be invoked.

4.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

10.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from date of receipt of tender information.

11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited
(Authorized Signatory)

Name : Vaidant Kumar Bairwa
Designation : Dy. GM In-Charge (Contracts), MECON Ltd., Delhi
E-mail ID : cont-delhi@meconlimited.co.in
Contact No. : 011-22401100/03

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : 05/51/E/0086/GGPL/001-iv

Description : MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

Due Date& Time : 03.09.2026 by 1400 Hrs.

From: ***To:***

M/s………………………………… ……………………………………	**The Asst. Manager (C&P),** **M/s Godavari Gas Private Ltd. (GGPL)** **Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram** **East Godavari – 533125, A.P.** **Kind Attn: Sh. Satya Rakesh** **E-mail: satyarakesh.m@apgdc.in**

(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A. Technical Criteria

A.1 The bidder should have successfully executed/ completed the contract (s)* of similar work** in last 07 (Seven) years to be reckoned from the bid due date. The value of the executed contract(s)* should be either of the following:

One (01) similar work** with executed value not less than **308.26 Lakh** (inclusive of GST -in INR)

Or

Two (02) similar works** with executed value of each contract not less than **192.67** (inclusive of GST -in INR)

Or

Three (03) similar works** with executed value of each contract not less than **154.13** Lakh (inclusive of GST -in INR)

(**) Similar Works means "Mechanical, Electrical and associated works either for stations/ retail outlets (minimum one no.) for dispensing of automotive fuels such as CNG/MS & HSD/Auto LPG or for Oil & Gas Terminal"

Notes:

1. In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

   Further in case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

2. Experience of bidder acquired as a sub-contractor can also be accepted against submission of certificate issued by the end user/ owner along with other specified documents.

A.2 In case the bidder is executing a rate contract of similar nature (as mentioned at clause no. A.1) which is still running and work executed till **one day prior to the due date of submission** is equal to or more than the minimum requirement as mentioned above at clause no. A.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user/owner/authorized consultant.

A.3 A job executed by a bidder for its own plant /projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary/ Fellow Subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / holding Company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

Note:

Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid-up share capital of the bidder company or vice versa shall be applicable as per clause no H.

B. <u>Financial Criteria</u>

B.1 <u>Average Annual Turnover:</u>

The minimum Average Annual Financial Turnover of the bidder during preceding 3 financial years as per the audited annual financial statements, should be **INR 192.67 Lakh**.

B.2 <u>Net Worth:</u>

Net worth of the bidder should be positive as per the immediate preceding audited financial statement of financial year. For the purpose of net worth for this tender, the same shall be as defined in "Format for Chartered Accountant Certificate/ Certified Public Accountant (CPA) for Financial Capability of the Bidder" enclosed in the tender document.

B.3 <u>Working Capital</u>

The minimum working capital of the bidder as per the audited annual financial statement of immediate preceding financial year, should be **INR 38.53 Lakh**.

<u>Notes</u>:

(i) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.
Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

The original document for 'Line of Credit' should be submitted along with other physical documents required as per tender conditions, or in response to commercial query, failing which bid shall be rejected.

(ii) **Average Annual Turnover**: Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

(iii) **Net Worth/Working Capital**: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Net worth / Working Capital.

C. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by the bidder.

(b) **BEC (Financial Criteria)**

(i) For Annual Turnover
The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) For Net-Worth & Working Capital
The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
https://www.xe.com/currencyconverter
https://economictimes.indiatimes.com/markets/forex/currency-converter
https://www.oanda.com/currency/converter

D. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GGPL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

E. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME:

Not Applicable for this tender

F. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:
Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify / meet the requirements of BEC:

Sl. No.	BEC Clause no.	Documents required for qualification
For BEC-Technical (A.)		
A.1 & A.2	**Experience**	(a) Detailed work order along with Schedule of Rates. (b) Completion certificate issued by End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect. In case of a running contract, Execution certificate submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the required experience criteria, provided the certificate has been issued by the End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) and the asset for which a said

		execution certificate has been issued is ready for commercial use**. (**) ["Asset ready for commercial use" would mean that all works pertaining to stations such as supply, installation, testing & pre-commissioning/commissioning of all Mechanical works, Electrical works and associated works have been completed".] Note: The completion certificate/execution certificate issued on Letter head of the End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) shall have details like work order no. with date, brief scope of work, completion date, contract value, executed value, name and designation of authorized signatory etc.
A.3	**Job executed for Subsidiary / Fellow subsidiary/ Holding company.**	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company in addition to the documents specified above (against clause nos. A.1 & A.2) to meet BEC.

B.	**Financial Criteria**	
	BEC FINANCIAL	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.
B.1	Average Annual Turnover	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with schedule, Audit Report, etc of three (3) preceding Financial Year(s).
B.2	Net worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.
B.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with schedule, Audit Report, etc for the immediate preceding Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the

		amount, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).

Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

G. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

(i) Technical Criteria of BEC:

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.

Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:

Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer/ EurEta Registered Engineer/ EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in manufacturer's country.

However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.

(ii) Financial Criteria of BEC:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

In absence of requisite documents, M/s GGPL / MECON reserve the right to reject the bid without making any reference to the bidder.

H. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

(i) An Agreement (*as per format enclosed at Appendix- A1* to Section II) between the bidder and the supporting company.

(ii) Guarantee (*as per format enclosed at Appendix- A2* to Section II) by the supporting company to GGPL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A* to Section II.

(iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (*as per format and instructions enclosed at Appendix- A3 to* Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by GGPL due to non-performance of the bidding company.

Note:

1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
2.0 The Financial BEC of tender is to be met by bidder on their own.
3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
4.0 The clause J as below shall be applicable to above supporting company also.

I. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

J. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 4) dated 23.02.2023.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

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

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

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

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

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

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

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

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note :

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

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

7. VOID

8. VOID

9. <u>SUBMISSION OF CERTIFICATE IN BIDS:</u>

Bidder shall submit a certificate in this regard as Form-I-A to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

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

11. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II to Section-II.

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

K. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

i. Offer from the following type of bidders / members of consortium will not be considered:
   a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
   b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.

ii. It will be responsibility of the bidder/contractor/vendor to inform GGPL/PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

iii. If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by GGPL/PMC.

iv. GGPL/PMC reserve the right to cancel / terminate the contract without any liability on the part of GGPL/PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as **Annexure-II to Section-II**.

L. EVALUATION METHODOLOGY:

Techno-commercially acceptable bids will be considered for price bid opening & price evaluation. Evaluation shall be done on overall lowest evaluated price (L1) basis i.e. based on total price including quoted GST (CGST&SGST/ UTGST or IGST) for complete scope of work.

Note :

a) In case the bidder is covered under Composition Scheme under GST laws, then such bidder should mention "Cover under composition system" in their offer.

b) In case, any unregistered bidder [i.e. not registered with statutory authority for GST] is submitting their bid, their prices will be loaded with applicable GST during evaluation of bid.

c) In case any cess on GST is applicable, the same shall also be considered in evaluation.

d) Purchase preference as per Public Procurement Policy (PPP-2012) shall not be applicable for the instant tender as the tender falls under the category of works contract.

e) Purchase preference as per PPP-MII Policy shall be applicable considering Tendered work as **non-split able.**

M. Policy for Domestically Manufactured Iron & Steel Products (DMI&SP): Applicable

Bidder shall furnish Undertaking regarding compliance of the policy and Affidavit of self-certification declaring that the quoted items are domestically manufactured in terms of the domestic value addition prescribed.

For minimum prescribed domestic value addition for the quoted items, formula for value addition, certification, penal action etc., please refer Annexure-VI to ITB for details.

Form-I-A to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

REF: OM No. 7/10/2021-PPD(l) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India (https://doe.gov.in/procurement-policy-divisions)

Dear Sir

We, *M/s*_______________ ***(Name of Bidder),*** have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

(i) Bidder is not from such a country [ ]

(ii) If the Bidder is from such a country which shares a land border with India, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority to be attached by the bidder) [ ]

(Bidder is to tick appropriate option (✓or X) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:
Date:

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

Form-I-B to Section II

Not Applicable for this tender

Form-II to Section II

UNDERTAKING ON LETTERHEAD

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

REF: OM No. 7/10/2021-PPD(l) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India (https://doe.gov.in/procurement-policy-divisions)

Dear Sir

We, *M/s.*________________ ***(Name of Bidder),*** 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 as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

(i) Bidder is not from such a country [ ]

(ii) If the Bidder is from such a country which share a land border with India, has been registered with the Competent Authority. [ ]
(Evidence of valid registration by the Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓) above).

We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and 1s eligible to be considered.

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

Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

Not Applicable for this tender

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016
(to be submitted on letter head of bidder)

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

Dear Sir,

I/ We hereby declare that I/We, M/s …………………….. declare that:

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

(ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

(a) ____

(b) ____

(c) ____

(Attach details in separate sheet)

Further, I / We also confirms that in case there is any change in status of this declaration at any stage of tendering / execution (in case of award), the same will be promptly informed to GGPL.

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, Godavari Gas Private Limited shall have the right to reject my/our bid, and forfeit the EMD/CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Godavari Gas Private Limited.

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

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ___ day of ____ month ____ year by and between M/s. ____________________ (Fill in Bidder's full name, constitution and registered office address) ___________ hereinafter referred to as bidder on the first part and M/s. ___________ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Godavari Gas Private Limited. (hereinafter referred to as GGPL) has invited offers vide their tender No. _____________ for _______________and M/s _________________ (Bidder) intends to bid against the said tender and desires to have technical support of M/s _______________ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

a) M/s.____________ (Bidder) will submit an offer to GGPL for the full scope of work as envisaged in the tender document as a main bidder and liaise GGPL directly for any clarifications etc. in this context.

b) M/s. _________[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GGPL.

c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

d) This agreement will remain valid till validity of bidder's offer to GGPL including extension if any and till satisfactory performance of the contract, the same is awarded by GGPL to the bidder.

e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GGPL.

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GGPL, however without prejudice to any rights that GGPL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to GGPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of	For and on behalf of
(Bidder)	(Supporting Company)
M/s	M/s
Witness:	Witness:
1)	1)
2)	2)

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

(to be executed on plain paper)

THIS DEED OF GUARANTEE executed at ……….. this …….. day of ……… by M/s ………………………… (mention complete name) a company duly established and existing under the laws of …………………. (insert country), having its Registered Office at ……………………………………… hereinafter called "the Guarantor and/ or the Supporting Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s ………………………… (bidder) a company duly established and existing under the laws of …………………. (insert country), having its Registered Office at ……………………………………… hereinafter called the "Bidder" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

Godavari Gas Private Limited, a company duly registered under the law of India having its Registered Office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. India, and having Purchase center at …………… hereinafter called "GGPL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS GGPL has invited tender number ………………… for …….. on …………., and the bidder has submitted it bid number…………… in response to the above mentioned tender invited by GGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated ……… as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes

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that upon award of Contract to Bidder against bid number ……………, made by the Bidder under tender number……………….

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GGPL and duly perform the obligations of the Bidder to the satisfaction of the GGPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between GGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GGPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GGPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Rajahmundry / Amaravati, A.P., India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

   OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GGPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)
M/s ___________________________

Signature__________________
Name______________________
Designation ________________
official seal_________________

Witness:
1.Signature________________
Full Name _________________
Address___________________

2.Signature________________
Full Name _________________
Address___________________

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

"Obligations contained in deed of guarantee No. ______ furnished against tender No. ______ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject."

The above certificate should be enclosed along with the Guarantee.

Appendix-A3 to Section II

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY / SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY /SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Godavari Gas Private Limited Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. India	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. ____ having registered office at ______________________ (herein after called the “SUPPLIER” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of ____ vide PO/LOA /FOA No. ______________________________dated______ (herein after called CONTRACT) for Godavari Gas Private Limited having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. (herein after called the “GGPL” which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____________ (Name of the Supporting company) having its registered/head office at ______________________ based on whose experience/technical strength, the SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between GGPL and the SUPPLIER and GGPL having agreed that the 'SUPPORTING COMPANY' shall furnish to GGPL a performance guarantee for Indian Rupees/US$ .... towards providing complete financial and other support to the SUPPLIER for successful completion of the contract as mentioned above,

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

2. We (name of the bank) ______________________________ registered under the laws of _______ having head/registered office at __________________________ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US$ (in figures) __________ (Indian Rupees/US Dollars (in words)_____________________________) without any demur, reservation,

contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by GGPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by GGPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GGPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that GGPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in GGPL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of GGPL or any indulgence by GGPL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of GGPL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till GGPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of GGPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US$ (in figures) ________________ (Indian Rupees/US Dollars (in words) ________________ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _________.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated ___________ granted to him by the Bank.
11. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . (currency in words only) . . . . .

b) This Guarantee shall remain in force upto ___________ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …………………(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the

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last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of GGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:
Name …………………………….
Designation …………………..

Yours faithfully,

____

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank
E-mail :
Telephone/Mobile No. :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Rajahmundry, A.P., India.

2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.

3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

<table>
<tr><td>1</td><td>BANK GUARANTEE NO</td><td>:</td><td colspan="4"></td></tr>
<tr><td>2</td><td>VENDOR NAME / VENDOR CODE</td><td>:</td><td>NAME</td><td colspan="3"></td></tr>
<tr><td></td><td></td><td></td><td>VENDOR CODE</td><td colspan="3"></td></tr>
<tr><td></td><td></td><td></td><td colspan="4"></td></tr>
<tr><td>3</td><td>BANK GUARANTEE AMOUNT</td><td>:</td><td colspan="4"></td></tr>
<tr><td></td><td></td><td></td><td colspan="4"></td></tr>
<tr><td>4</td><td>LOA / PO NO.</td><td>:</td><td colspan="4"></td></tr>
<tr><td></td><td></td><td></td><td colspan="4"></td></tr>
<tr><td>5</td><td>NATURE OF BANK GUARANTEE</td><td>:</td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td>(Please Tick (√) Whichever is Applicable</td><td></td><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td rowspan="4">6</td><td rowspan="4">BG ISSUED BANK DETAILS</td><td colspan="5"></td></tr>
<tr><td>(A)</td><td>EMAIL ID :</td><td colspan="3"></td></tr>
<tr><td>(B)</td><td>ADDRESS :</td><td colspan="3"></td></tr>
<tr><td>(C)</td><td>PHONE NO :</td><td colspan="3"></td></tr>
</table>

SECTION-III

INSTRUCTION TO BIDDERS

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

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[F] AWARD OF CONTRACT:

[G] ANNEXURES:

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

[A] – GENERAL

1 SCOPE OF BID

1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Invitation For Bid (the "**Tender Document /Bid Document")** issued by Employer. Employer/Owner/Godavari Gas Private Limited ("GGPL") occurring herein under shall be considered synonymous.

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.

1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender'& 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder is not put on 'Holiday' by GGPL or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GGPL or the Ministry of Petroleum and Natural Gas.
If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

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

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

2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GGPL by the bidder.
It shall be the sole responsibility of the bidder to inform GGPL there status on above on due date of submission of bid and during the course of finalization of the tender.

Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

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

2.7 Power of Attorney:

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

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

a) **In case of Proprietorship:** by Proprietor

b) **In case of Partnership:** by all Partners or Managing Partner

c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP

d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium-VOID.

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

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to GGPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 **BIDS FROM "CONSORTIUM**" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).

3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.

3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on ‘Holiday’ by GGPL or Public Sector Project Management Consultant (like EIL, MECON only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

4 **ONE BID PER BIDDER**

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

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders 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/authorized signatory/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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

4.3 Alternative Bids shall not be considered.

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

4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.
It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.
In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

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

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 &9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Format**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Particular Job Specifications & Scope of Work (as applicable)
- Section-VII : Schedule of Rates

For Technical Specifications, Drawings, etc.- Refer other Volumes of tender (**Volume II**).

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

**The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

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

8 CLARIFICATION OF TENDER DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify MECON in writing by email at MECON's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. GGPL/ MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL/ MECON may respond in writing to the request for clarification. GGPL's/ MECON's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal/ communicated to prospective bidders by e-mail. Same shall also be available on other websites mentioned at sl. no. 2.0 (G) in IFB.

8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.

9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF MANUAL TENDERING

In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

(a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
(b) 'Bidder's General Information', as per 'Form F-1'. (Including F-1A (Annexure to Bidder's General Information) having requisite details).
(c) Copies of documents, as specified in tender document
(d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
(e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
(f) 'Agreed Terms and Conditions', as per 'Form F-5'
(g) 'Acknowledgement Cum Consent Letter', as per 'Form F-6'
(h) Duly attested documents in accordance with the "Bid Evaluation Criteria[BEC]" establishing the qualification.
(i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
(j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
(k) Undertaking as per *Form-1 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-2 to Annexure-V to Section-III* ***(Applicable for all bidders irrespective of seeking purchase preference or not)***.
(l) Undertaking as per *Form-I-A to Section-II, Form-I-B (if applicable) & Form-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
(m) All forms and Formats including Annexures
(n) 'Integrity Pact' as per 'Form F-14'
(o) 'Indemnity Bond' as per 'Form F-15'
(p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
(q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
(r) Any other information/details required as per Bidding Document
(s) Undertaking regarding compliance of the policy (**DMI&SP policy**). **Refer Annexure-VI (DMI&SP policy).**
(t) Affidavit of self-certification declaring that the quoted items are domestically manufactured in terms of the domestic value addition prescribed. **Refer Annexure-VI (DMI&SP policy).**

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 ENVELOPE-II: Price Bid

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

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

Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

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

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

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

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0I of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Bidders manual kit and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (https://petroleum.ewizard.in/) as follows: -

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security & Line of Credit (if applicable) should be uploaded in the technical bid in the e-tender portal.

Further, Bidders must submit the original EMD/ Bid Bond and Line of Credit (if applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e., tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the date of un-priced bid opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

Note: GGPL reserves the right to seek in physical form (original/notarized true copy) of any document (s) uploaded in digital form, at any time during the processing of tender and execution of contract. In the event of failure of a bidder/vendor/contractor to submit original/notarized true copy of any document(s) within the specified time schedule, EMD or CPS of the bidder/vendor/contractor shall be forfeited / Bid Security Declaration clause shall be invoked.

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to upload in Financial bid in the e-tender portal.

11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7 Bidder shall also mention the **Service Accounting Codes** (SAC) / **Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 **<u>GST (CGST & SGST/ UTGST or IGST)</u>**

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.
Payments to Contractor for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

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

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST),** other than due to change in turnover, payable on the contract value during contract period, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
Beyond the contract period, in case GGPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Contractor's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.
Beyond the contract period, in case GGPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to GGPL's account.
Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.
The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.5 Where GGPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST**

& SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where GGPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/GGPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

13.7 GGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. Their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GGPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.8 In case GGPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.
Where GGPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GGPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GGPL or ITC with respect to such payments is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GGPL to Contractor / Supplier.

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

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

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

13.11 In case the GST rating of contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GGPL. Further, in case rating of bidder is negative / black listed after award of work, then GGPL shall not be obligated or liable to pay or reimburse GST to such case and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GGPL.

13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.13 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the "Zero" or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.
In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

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

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

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

13.15 **Provision w.r.t. E- Invoicing requirement as per GST laws:**
Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such

invoice can-not be processed for payment by GGPL as no ITC is allowed on such invoices. Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-17 along with documents for release of payment.

13.16 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.17 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of GGPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of GGPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of GGPL.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

16.1 Bid must be accompanied with earnest money **(i.e., Earnest Money Deposit (EMD)** also known as **Bid Security)** in the form of **'Demand Draft'** / **'Banker's Cheque'/**

'Insurance Surety Bond'(as per the format given in form F-2C) / **'Fixed Deposit Receipt'[**in favour of **Godavari Gas Private Limited** payable at place mentioned in **BDS]** or **'Bank Guarantee' (including e-bank guarantee)** strictly as per the format given in form F-2 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **'Bank Guarantee' / 'Insurance Surety Bond'** should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of **'Demand Draft'** or **'Banker's Cheque'** should be valid for three months**.**

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
Refer clause no 16.12 of ITB for detailed provisions in respect of EMD submission in the form of Fixed Deposit Receipt.

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of GGPL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GGPL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

(a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
I If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).

(d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.

(e) In the case of a successful Bidder, if the Bidder fails to:

(i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",

(ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"

(iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 The Government Departments/PSUs are exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GGPL. The forfeiture amount will be subject to final decision of GGPL based on other terms and conditions of order/ contract."

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16.12 ***In case of submission of EMD in the form of FDR, the points mentioned below shall be applicable:***

(i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of "Godavari Gas Private Limited".

The FDR shall be in the name of the Godavari Gas Private Limited, A/c***......(Name of Bidder)*** and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of GGPL. However, GGPL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GGPL as per the format of "**Third Party Deposit Confirmation Letter**" placed as Form **F-2B.**

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

Bank means – Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit'' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit'' itself or separately on its letterhead. GGPL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of 'High court of Andhra Pradesh (Amaravati)'.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GGPL.

16A **DECLARATION FOR BID SECURITY**

Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING (IF APPLICABLE)

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

(a) Firm Price
(b) Earnest Money Deposit / Bid Security/Bid Security declaration, as applicable
(c) Specifications & Scope of Work
(d) Schedule of Rates / Price Schedule / Price Basis
(e) Duration / Period of Contract/ Completion schedule
(f) Period of Validity of Bid
(g) Price Reduction Schedule
(h) Contract Performance Security
(i) Guarantee / Defect Liability Period
(j) Arbitration / Resolution of Dispute/Jurisdiction of Court
(k) Force Majeure & Applicable Laws
(l) Integrity Pact, if Applicable
(m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 E-PAYMENT

Godavari Gas Private Limited has initiated payments to Contractors electronically, and to facilitate the payments electronically through **'e-banking'**.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.

21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/REPRESENTATIVE/RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time, as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.

22.3 GGPL/MECON may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on e-tender portal/ communicated to the bidders. Same shall also be available on other websites mentioned at sl. no. 2.0 (G) in IFB.

23 LATE BIDS

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by GGPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 IN CASE OF E- TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by GGPL prior to the deadline for submission of bid.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :…."/ communication regarding withdrawal of bid with "Tender Document number :…."/ must reach concerned dealing official of GGPL/ MECON within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

25.1 GGPL/MECON reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for GGPL's/MECON action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL/MECON shall respond quickly.

25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent up to 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by GGPL/MECON within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

i) Only a bidder who has participated in tender can make such representation

ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

25.3 However, following decisions of GGPL/MECON shall not be subject to review:

a) Determination of the need for procurement;
b) Selection of the mode of procurement or bidding system;
c) Choice of selection procedure;
d) Provisions limiting participation of bidders in the procurement process;
e) The decision to enter into negotiations with the L1 bidder;
f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 <u>BID OPENING</u>

26.1 ***Unpriced Bid Opening :***

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

26.2 ***Priced Bid Opening***:

26.2.1 GGPL/MECON will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be are to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 <u>CONFIDENTIALITY</u>

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact GGPL/MECON on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence GGPL/MECON in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the GGPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

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

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

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

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

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

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the GGPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:

(i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
(ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
(iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct
(iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
(v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.
In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33 COMPENSATION FOR EXTENDED STAY *[FOR APPLICABILITY OF THIS CLAUSE REFER BDS]*:-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017/ Domestically Manufactured Telecom Products (DMTP), as applicable, shall be allowed as per Government instructions in vogue, as applicable from time to time.
The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.
Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on e-tendering portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection made on e-tendering portal.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to “ITB: Clause-29”, GGPL/MECON will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
“GGPL intent to place the contract directly on the address from where Goods are produced/dispatched or Services are rendered. In case, bidder wants contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.

GGPL/MECON will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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

36.2 Contract period shall commence from the date of “Notification of Award” or as mentioned in the Notification of Award. The “Notification of Award” will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per “ITB: Clause-37”.

36.3 Upon the successful Bidder’s / Contractor’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause-38”, GGPL will promptly discharge his ‘Earnest Money Deposit / Bid Security’, pursuant to “ITB: Clause-16”

36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

36.5 GGPL will award the Contract to the successful Bidder, who, within ‘fifteen [15] days’ of receipt of the same, shall sign and return the acknowledged copy to GGPL.

37 SIGNING OF AGREEMENT

37.1 The successful Bidder/Contractor shall be required to execute an ‘Agreement’ (in case the individual contract value as specified in Notification of Award is more than INR 10 Lakhs exclusive of GST) in the proforma given in this Bidding Document on a ‘non-judicial stamp paper’ of appropriate value [cost of the ‘stamp-paper’ shall be borne by the successful Bidder/Contractor] and of ‘State of India’ specified in Bidding Data Sheet (BDS) only, within ‘fifteen [15] days’ of receipt of the “Fax of Acceptance [FOA]” of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the ‘Agreement’ within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit / Action as per Bid Security declaration.

37.3 Bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

38.1 Within 30 days of the receipt of the Notification of Award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond (Format F-4B given in the tender) or Fixed Deposit Receipt or Bank Guarantee (including e-bank guarantee) or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

Refer clause no 38.12 of ITB for detailed provisions in respect of CPS submission in the form of Fixed Deposit Receipt.

In case, GGPL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e., 30th day after issuance of FOA/Notification of award) plus 4.0% per annum (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e., from 31st days after issuance of FOA.

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.

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

38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to GGPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GGPL.

38.6 In addition to existing specified form (i.e., Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GGPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "**Security Deposit/ Contract Performance Security against FOA/DLOA no. _______(contractor to specify the FOA/DLOA No.)**" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

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

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

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

38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

38.12 ***In case submission of CPS in the form of FDR, the points mentioned below shall be applicable:***

(i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of "Godavari Gas Private Limited".
The FDR shall be in the name of the Godavari Gas Private Limited A/c …...(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of GGPL. However, GGPL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.
The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to GGPL as per the format of "**Third Party Deposit Confirmation Letter**" placed as Form F-4A.
Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the

Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from GGPL.

Here **Bank** means – Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit'' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit'' itself or separately on its letterhead. GGPL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR submitted should have a validity of at least 'three [03] months' beyond the Warranty Period/Defect Liability Period.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of 'High court of Andhra Pradesh (Amaravati)'.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GGPL

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

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

39.2 VOID

39.3 VOID

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 **Exemption of EMD and benefits of purchase preference is not applicable to participating MSE's being a works tender.**

40.2 **VOID**.

40.3 If against an order placed by GGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at note given at the end of the clause with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.4 VOID.

40.5 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

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

40.6 VOID

40.7 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

Note: Government of India vide Gazette notification no. CG-DL-E-21032025-261838 dated 21.03.2025 has notified the modified criteria for Classification of Micro, Small and Medium Enterprises w.e.f. 01.04.2025, which shall be applicable for this tender.

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I) Rates as per SOR, quoted by the Contractor.

II) Rate of the item, which shall be derived as follows:
   a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
   b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 **TDS**

TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

Payment of contractor shall be processed only after fulfilment of above requirement

44 <u>DISPUTE RESOLUTION MECHANISM</u>

44.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, GGPL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge(EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

44.2 <u>CONCILIATION AND ARBITRATION</u>

1.0 CONCILIATION

Godavari Gas Private Limited has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per clause no. 44.1, may be referred for conciliation in accordance with GGPL Conciliation Rules 2010 as amended from time to time

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Godavari Gas Private Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All Issue(s)/ Dispute(s) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (d)] which cannot be resolved by the Parties through Conciliation, shall:

(a) be finally settled by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") and the Arbitration and Conciliation Act, 1996 ("the Act") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. It is clarified that in case of any conflict between the IIAC Regulations and the Act, the provisions of the Act shall prevail over the IIAC Regulations.

(b) The place, seat and venue of the arbitration shall be Rajahmundry/Amaravati, Andhra Pradesh, India. The Tribunal shall consist of Sole Arbitrator to be appointed with the mutual consent of Parties as provided in (c) below. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The cost (i.e. fees, administrative charges, expenses etc.) of arbitration proceedings shall be determined as per the IIAC Regulations and shall be shared equally between the Parties.

(c) Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent:

On invocation of the Arbitration clause by either party (on making a request for arbitration with the IIAC and/or to the other party), GGPL shall propose 5 (five) names of retired judges of Hon'ble Supreme Court of India and/or Hon'ble High Court from the panel of IIAC to the IIAC and/or the other party and on receipt of names from GGPL, the other party shall accept one name out of such proposed 5 names who shall be appointed as Sole Arbitrator. Where the request for arbitration has been made by the other party, GGPL shall propose such 5 (five) names within a period of 30 (thirty) days from the date of the receipt of such request from the other party.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from GGPL suggesting such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court/ High Court.

(d) List of excepted matters:

(i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores.

(ii) Dispute(s)/issue (s) relating to indulgence of Suppliers/Vendor/Bidder in corrupt/fraudulent/collusive/ coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or Government the same shall not be subject matter of arbitration or conciliation mechanism.

(iii)Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GGPL has been made final and binding in terms of the contract.

(e) Foreign Arbitration

The Arbitration and Conciliation Act 1996 has provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country.

When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The arbitration clause in ICB tenders or RFQ to Foreign OEM/Proprietary bidder should have suitable provision (a suitable arbitration clause will be issued separately). Further, the venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.

(f) Arbitration Awards

i) In cases where the GGPL has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the GGPL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to GGPL should the subsequent court order require refund of the said amount.

ii) The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of GGPL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of GGPL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and GGPL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

3.0 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the 'High court of Andhra Pradesh (Amaravati)' for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSE's Disputes ("AMRCD") as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

The above provisions mentioned at clause no.44& 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.
GGPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

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

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

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

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section -II.

Further, the Startups are also exempted from submission of EMDs (if applicable).

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

50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

PRS is the reduction in the consideration / contract value for the services covered under this contract. In case of delay in execution of contract, service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If service provider has raised the invoice for full value, then service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.
In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GGPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.
In case any financial implication arises on GGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. GGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GGPL in future to the service provider under this contract or under any other contract.

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.
However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. **VOID**

53. **DOCUMENTS FOR PAYMENT**:

Payment terms shall be as mentioned in GCC-Works/SCC.

However, for release of payment, Contractor is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

54. VOID

55. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

(i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.

(ii) Sub-contracting by the contractor without the approval of GGPL shall be a breach of contract, unless explicitly permitted in the contract.

(iii) However, if specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work.

Annexure-I to Section-III

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

A Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 Appellate Authority" shall mean Committee of Directors.

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision w.r.t banning of business dealings with Agency(ies) and shall be the Director concerned.

A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
a) Whether the management is common;
b) Majority interest in the management is held by the partners or directors of banned agency;
c) Substantial or majority shares are owned by the banned agency and by virtue of this it has a controlling voice.
d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
e) All successor agency will also be considered as allied agency.

A.9 "Investigating Agency" shall mean any department or unit of GGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GGPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding GGPL's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/collusive/coercive practices, action shall be initiated for putting the agency on banning list.

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

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

In addition to above, Recovery of payments including advance payments made, if any, along with interest thereon at the prevailing rate shall be recovered.

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.
Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in GGPL / PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2 2.1	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases	01 year

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	after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by GGPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. . In case such agency is lowest (L1), next lowest bidder shall be considered as L1.

D. VOID

E. DELETED

F. Appeal against the Decision of the Competent Authority:

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

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of ‘Integrity pact’ , GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

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

1.0 GENERAL

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

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.
The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GGPL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valuated items (PO with material code ending with 9).

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

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   - **(a) First Instance: Holiday (Red Card) for One Year**
   - **(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
   - (a) **First such instance: Advisory notice(Yellow Card)** shall be issued and

Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two(2) Years.

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 I of GCC-Works)

(a) **First instance**: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two(2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/ Contractor/Consultant: Holiday (Red Card) for a period of **One Year.**

(c) **Subsequent instances** (more than two) in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for a period of **Two Years.**

C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

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

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   (a) **First Instance: Holiday (Red Card) for One Year**
   (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
   (a) **First such instance: Advisory notice(Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two(2) Years.
   (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
   (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 I of GCC-Works)
(a) **First instance**: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two(2) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded.

Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second instances** in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/ Contractor/Consultant: Holiday (Red Card) for a period of **One Year**.

(c) **Subsequent instances** (more than two) in other ongoing order(s)/contract(s) or new order(s)/contract(s) on such Vendor/Supplier/Contractor/Consultant: Holiday (Red Card) for a period of **Two Years.**

(C) Where Performance rating is "FAIR"
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

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

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

7.0 **EFFECT OF HOLIDAY**

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L1), next lowest bidder shall be considered as L1.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GGPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors.

11. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).
Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card

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

Annexure-1

Godavari Gas Private Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:
Remarks (if any)
PERFORMANCE RATING (**)

Note :
(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
Allocation of marks should be as per enclosed instructions
(**) Performance rating shall be classified as under :

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

10. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on - 84 -rorate basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE **20 Marks**

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

Annexure-2

Godavari Gas Private Limited
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

10. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

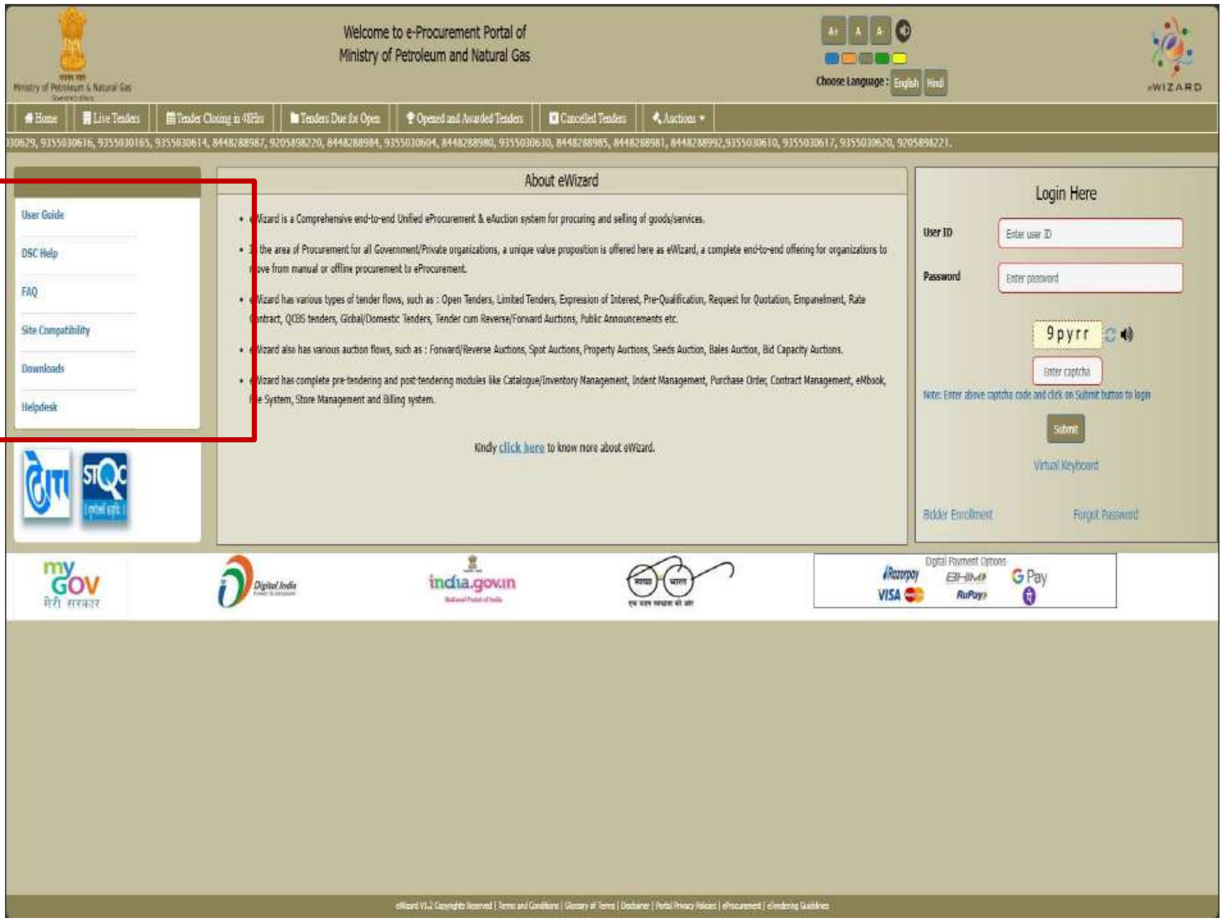
For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on - 86 -rorate basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE **20 Marks**

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

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

Detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal) is available on https://petroleum.ewizard.in detailed below



BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB clause	**Description**
1.1	The Employer/Owner is: M/s Godavari Gas Private Limited (GGPL)
2.1	The name of the Works/Services to be performed is: **Brief scope of work:** The scope of work includes supply, erection, testing and commissioning of Mechanical works, Electrical works, Instrumentation works along with associated works which include structural works for mechanical/electrical equipment & mechanical piping etc. (except Building/Non-Building Civil works, Architectural works & Structural works) of CNG Stations/DRS/DCU etc. (12 Nos. approx..) at East & West Godavari Geographical Area being developed by M/s Godavari Gas Private Limited. Work envisaged under this contract is mainly work related to DBS at tentative 12 no. locations. Civil work pertaining to the stations is excluded from instant contract as it is either partially completed or envisaged to be completed through separate contract by GGP/OMCs. **Note**: 1. Number and type of CNG Stations/DRS/DCU etc. shall be developed as per work front made available and the same may vary as per project requirement. **2.** The scope of work mainly pertains to the part works to be undertaken for completing DBS/DRS/DCU etc. at East & West Godavari Geographical Area. **Refer PJS, Vol. II, SOR, etc for details.**
3	BIDS FROM CONSORTIUM/ JOINT VENTURE APPLICABLE: × NOT APPLICABLE: √
B. BIDDING DOCUMENT	
ITB clause	**Description**
8.1	For **clarification purposes** only, the communication address is: Attention: Mr. Vaidant Kumar Bairwa, Dy. GM In-Charge (Contracts), MECON Ltd., Delhi Street Address:Scope Minor, North Tower, District Centre, Laxmi Nagar

	Floor/Room number: 15th Floor City: Delhi ZIP Code: 110092 Country: India Email: cont-delhi@meconlimited.co.in Fax No.:011-22041214

C. PREPARATION OF BIDS

ITB clause	Description
10.8.1 **(u)**	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : Refer SCC/Scope of Work.
12	Additional Provision for Schedule of Rate/ Bid Price are as under: Not Applicable.
12 & 13	Whether GGPL will be able to avail input tax credit in the instant tender YES: X NO: √ Details of Buyer: Services to be rendered at: Godavari Gas Private Limited Other details shall be provided on award. PAN No.: AAGCG5701K GST no.: 37AAGCG5701K1ZI GGPL Bank details: *Refer Below*
14	The currency of the Bid shall be **INR**
15	The bid validity period shall be **03 months** from final 'Bid Due Date'.
16.1, 16.10 and 38.6	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the form of **'Demand Draft'** or **'Banker's Cheque' or** '**Insurance Surety Bond' / 'Fixed Deposit Receipt'**, the same should be favor of **Godavari Gas Private Limited**, payable at Rajahmundry, Andhra Pradesh. In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc., the details of GGPL's Bank account are as under: Bank Name: Canara Bank Branch: Hyderabad Industrial Finance Branch Account no: 2423201000324 IFSC code: CNRB0002423 Bidder to mention reference no. "EMD/………" In narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/………" In narration while remitting the CPS amount in GGPL's Bank Account.

D. SUBMISSION AND OPENING OF BIDS	
ITB clause	**Description**
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22.3, 26 and 4.0 of IFB	For **bid submission purposes** only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and **Bid Opening Purpose** the Owner's address is : Name of Contact Person: Sh. Satya Rakesh, Asst. Manager (C&P) **M/s Godavari Gas Private Ltd. (GGPL)** Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. E-mail: satyarakesh.m@apgdc.in
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	**Description**
32	Evaluation Methodology is mentioned in Section-II.
33	Compensation for Extended Stay: APPLICABLE: X NOT APPLICABLE: √
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 ii) Provision Regarding Policy to Provide Preference to Domestically Manufactured Iron & Steel Products (DMI&SP)
F. AWARD OF CONTRACT	
ITB clause	**Description**
37	State of India of which stamp paper is required for Contract Agreement: **Any state. However, the value of stamp paper shall be in accordance with stamp act.**
38	Contract Performance Security/ Security Deposit APPLICABLE: √ NOT APPLICABLE: X The value/ amount of Contract Performance Security/ Security Deposit: **Rate Contract for procurement of Works:** SD/CPBG @ 10% of Annualized Order/ Contract Value within 30 days of FOA/notification of award. **OR** Initial Security Deposit (ISD) @ 2.5% of Annualized Order/ Contract Value within 30 days of FOA/ notification of award and deduction @ 7.5% of the RA bill, subsequently from RA bills, till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order/Contract value.

	Note: The 'Annualized Order/ Contract value' referred above shall be 'Order/ Contract value' divided by 'ARC period' in terms of years.
39.2	VOID
41	Provision of AHR Item: APPLICABLE: √ NOT APPLICABLE: X
44.1	Quarterly Closure of Contract APPLICABLE: √ NOT APPLICABLE: X
Clause no. 27.3 of GCC	Bonus for Early Completion: APPLICABLE: x NOT APPLICABLE: √
49	Applicability of provisions relating to Startups: APPLICABLE: x NOT APPLICABLE: √
SCC	Documents required for accepting the Works: Refer SCC/ PJS.

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-17013) dated 21.08.2024 has notified the Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)-Revision issued by DPIIT on 19.07.2024.

The following modifications as per Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 from MoP&NG and incorporated in Para 1.0 above shall continue:

- Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.
- HP-HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.03.2024 of MoP&NG, the same is modified as under:

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed as **Appendix-I**) to be installed/operated in flammable environment of Oil and Gas processing industry.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed as **Appendix-I**) to be installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:

a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows :

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

(iii) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

(iv) **'Non – Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(v) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(vi) **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 purpose of purchase Preference.

(vii) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(viii) **Procuring Entity** means **Godavari Gas Private Limited** ('GGPL')

(ix) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

3A Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS-I LOCAL SUPPLIERS IN SI/EPC/TURNKEY CONTRACTS/SERVICE TENDERS

(a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

(b) Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII

(a) Purchase preference shall be given to ‘Class-I local supplier’ in procurements in the manner specified here under.

(b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non-local supplier’, as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier‘ as well as ‘Non-local supplier’, as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.

ii. If L1 is not ‘Class-I local supplier’, the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.

iii. In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ’Class-I local supplier’ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iv. “Class-II local supplier” will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** – In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the ‘Class-I local supplier’ shall get purchase preference over ‘Class II- local supplier’ as well as ‘Non-local supplier’, as per following procedure:

i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

8.0 EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE

Procurement of spare parts/consumables and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide pas per proforma at Form-1) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -2.

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GGPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

e. In case of false declarations, GGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per GGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

    i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

    ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

    iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

10. The term ‘entity’ of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be continued to be conserved wile computing Local Content:

Sl.	Items Category of procurement
1	**Instrumentation items** like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection & Alarm System, Gas & Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge & Governor Control system, Master control station for MOVs, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydrastep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc
2	Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.
3	Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc
4	Laboratory and R&D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler, Dry colorimetric (tape) detectors; Mercury Free PVT Equipment; HT-HP Corrosion cell; Wheel Test Machine; Atmospheric and HT-HP- Consistometer; Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer; Compressive strength tester; Stirred fluid loss apparatus; Total Sulfur analyzer; Colony counter; Laminar flow systems; Microscope with digital camera; Anaerobic Chamber; RockEval; TOC analyser; Simdist analyser; Cold Finger test apparatus; Microcoulometer; Atomic Absorption Spectrometer; High Performance Ion Chromatograph; Permeameter; Helium Porosimeter; Laser Scattering Particle Size Distribution Analyser; Microscope high magnification; Flame Photometer; U.V.- Visible Spectrophotometers; EP Lube tester; Differential sticking tester; Electrical stability Meter; Stemi-2000 microscope/ equivalent; Core Gama Logger; Energy Dispersive Spectrometer; Thin Section Machine; X-Ray Diffractometer; Wettability tester; Ambient Resistivity System; Flouroscope; Spin Drop Tensiometer; Fluid Eval; Mercury Inclusion Porosity meter; Tri-Axial test machine; Smoke point detector; Vitrinite Reflectance VRo Microscope; Curing Chamber/ HT curing chamber; Source Rock Pyrolyser with Sulphur/ without sulphur; NGA Gas Analyzer Flash Point Apparatus/ automatic; Compressive Strength Analyser; HT-HP Curing Chamber; Crush resistance test equipment; Manual Dry bath pore point Apparatus; Bench Type Dissolved Oxygen meter; Bench Type GRAIN Moisture meter; Rotational Viscometer; Capillary pressure instrument; Core Plugging Machine; Core Trimming machine; HP-HT filter press; BENCH TOP DENSITY METER; HP-HT ROLLER OVEN with AGING CELLS; Crude Oil Analyser; Static Gel Strength analyser; Oilwell cement Mechanical properties analyser; Poroperm; Acoustic velocity system; Auto Saturator; Porosimeter cum permeameter; Rock Testing System; Auto Core Saturator; Auto Imbibiometer for reverse permeability; Proppant Conductivity Tester etc

5	Pipeline Intrusion and Detection System (PIDS). SCADA & APPS system; Rim seal protection system, Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	**Geophysical Services** Seismic Data Acquisition System; VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	**Geophysical Equipment** Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit. VSP Data Acquisition System. VSP Processing Software; High-End Servers for G&G Applications. HPCC Solution; Virtualization and Container Software
8	**Logging Services** Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10.000 psi).

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FORM-1

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

Dear Sir

We, M/s____________ ***(Name of Bidder)*** confirm that as per the definition of policy we are:

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s____________ ***(Name of Bidder)*** meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ………………………%.

The details of the location (s) at which the local value addition is made is as under:

……………………………
…………………………...
……………………………

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and GGPL will take action as per provision of tender document.

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

FORM-2

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

Not Applicable for this tender

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-18122025-268626
CG-DL-E-18122025-268626

असाधारण
EXTRAORDINARY

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

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 818] नई दिल्ली, बुधवार, दिसम्बर 17, 2025/अग्रहायण 26, 1947
No. 818] NEW DELHI, WEDNESDAY, DECEMBER 17, 2025/AGRAHAYANA 26, 1947

इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 17 दिसम्बर, 2025

सा.का.नि. 904(अ).—घरेलू स्तर पर विनिर्मित पूर्ववर्ती लौह एवं इस्पात उत्पाद नीति के अधिक्रमण में, सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने के लिए संशोधित घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद नीति-2025 को आम सूचना के लिए एतदद्वारा प्रकाशित किया जाता है।

सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025

1. पृष्ठभूमि

1.1 यह नीति सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।

1.2 यह नीति परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों की खरीद, परिशिष्ट ख में सूचीबद्ध पूंजीगत वस्तुओं की खरीद और परिशिष्ट ग में स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से प्रौद्योगिकी पर लागू होती है।

2. परिभाषाएं

2.1 **बोलीदाता** लौह एवं इस्पात का कोई घरेलू/विदेशी विनिर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित परियोजनाओं में बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।

2.2 **घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद** वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजेड) शामिल हैं।

2.3 **घरेलू विनिर्माता** केंद्रीय माल और सेवा कर अधिनियम, 2017 की धारा 2(72) के अनुरूप एक विनिर्माता है।

2.4 **घरेलू मूल्य संवर्धन** का अर्थ है भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्त की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) - वस्तु में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)}

-- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

2.5 **तैयार इस्पात** (फिनिश्ड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।

2.6 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।

2.7 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।

2.8 **स्वदेशी प्रौद्योगिकी:** किसी प्रौद्योगिकी को स्वदेशी प्रौद्योगिकी माना जाएगा यदि, इकाई की कम से कम 51% इक्विटी भारतीय निवासियों के पास हो और आईपीआर का स्वामित्व या सह-स्वामित्व किसी भारतीय इकाई के पास हो या विशेष रूप से उन्हें लाइसेंस प्राप्त हो तथा मुख्य इंजीनियरिंग अनुसंधान एवं विकास और परियोजना निष्पादन क्षमताएं भारत में हों।

2.9 **एल1** का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।

2.10 **एमओएस** का आशय इस्पात मंत्रालय, भारत सरकार से है।

2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में शामिल मदों के लिए 20% होगा।

2.12 **मेल्ट एंड पोर** को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात बनाने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर (सीओएम) का उद्गम स्थल कहा जाता है। सीओएम वह मूल स्थान है जहाँ क्रूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। मेल्ट एंड पोर (सीओएम) का देश भारत होना चाहिए। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।

2.13 **निवल बिक्री मूल्य** इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।

2.14 **अर्ध-तैयार इस्पात** (सेमी-फिनिश्ड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूम्स और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।

3. अपवर्जन

3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यधीन छूट प्रदान की जा सकती है।

3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का विनिर्माण देश में नहीं किया जाता हो, अथवा

3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।

3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

4. स्थायी समिति

4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।

4.2. इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा:

4.2.1 नीति के कार्यान्वयन की निगरानी करना।

4.2.2 परिशिष्ट क, परिशिष्ट ख और परिशिष्ट ग में उल्लिखित लौह एवं इस्पात उत्पादों की सूची, घरेलू सामग्री आवश्यकता मानदंड और नीति निर्देशों की समीक्षा करना और उन्हें अधिसूचित करना।

4.2.3 पैरा 3 के अनुसार प्रापण एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।

4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।

4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।

4.3 जहां भी प्रापण इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्रापण इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेज़ों के साथ प्रमाणित करना होगा।

4.4 बोली दस्तावेज़ में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा अधिप्राप्ति की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतः/आंशिक रूप से वित्तपोषित किया जाता है।

5.2 यह नीति लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल (परिशिष्ट-ख) की खरीद के लिए सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/निकायों पर लागू होती है।

5.3 परिशिष्ट-ख में लौह एवं इस्पात उत्पादों के विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल की छूट संबंधी सूची शामिल है, जिन्हें आयात किया जा सकता है, तथा पैकेजों के लिए लागू न्यूनतम घरेलू सामग्री की आवश्यकता बताई गई है।

5.4 इस्पात विनिर्माण में उपयोग किए जाने वाले पूंजीगत माल के लिए 20% की खरीद वरीयता लागू है। उदाहरण के लिए, यदि आयात योग्य पूंजीगत माल के लिए न्यूनतम बोलीदाता (एल1) कोई विदेशी

कंपनी है, जिसने उत्पाद पैकेज के लिए 100 करोड़ रुपये की कीमत लगाई है, तो नीति के तहत, समान पूंजीगत माल के घरेलू आपूर्तिकर्ता के लिए 20% की खरीद वरीयता लागू होगी।

5.5 परिशिष्ट-ग में इस्पात बनाने वाले सीपीएसई के लिए स्वदेशी प्रौद्योगिकी आपूर्तिकर्ताओं से खरीद करने के निर्देश और कार्यप्रणाली दी गई है।

5.6 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.7 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्क्वायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.8 यह नीति सरकार के मंत्रालय अथवा विभाग या उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

6.1 प्रापण एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 विनिर्माताओं, बिक्री एजेंटो, अधिकृत वितरकों, अधिकृत डीलरों और अधिकृत आपूर्ति घरों सहित सभी बोलीदाता अपनी बोली के हिस्से के रूप में फॉर्म-1 जमा करेंगे, भले ही वे विनिर्माता हो या अन्य।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकार प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी प्रैक्टिसिंग लागत लेखाकार या प्रैक्टिसिंग चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणन प्रस्तुत करेगा, जिसमें यह घोषणा की गई होगी कि लौह एवं इस्पात उद्योग में

उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, प्रतिबंधात्मक निविदा शर्तों के कारण, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वह उचित पारस्परिक कार्रवाई के लिए प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएगा।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है, जो भारतीय कंपनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त शर्त जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के संज्ञान में आता है।

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है, तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण ऐजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। मौजूदा नियमों के अनुसार शास्ती में ऐसे विनिर्माता/ सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लैकलिस्ट किया जाना शामिल हो सकता है।

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

7.1 इस नीति के प्रावधान प्रकाशन की तारीख से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक पर और आगे बढ़ाया जा सकता है।

7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।

7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

अनुलग्नक-क

लौह एवं इस्पात उत्पादों की सूची जिनकी अधिप्राप्ति केवल घरेलू स्रोतों से की जा सकती है

क्र.सं.	लौह एवं इस्पात उत्पाद	एचएस कोड	स्थिति
1	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल्ड उत्पाद, हॉट रोल्ड, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7208	मेल्ट एंड पोर
2	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड रिड्यूज्ड किया हुआ), क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7209	मेल्ट एंड पोर
3	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	मेल्ट एंड पोर
4	600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ नहीं	7211	मेल्ट एंड पोर
5	600 मि.मी. से कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	मेल्ट एंड पोर
6	लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	मेल्ट एंड पोर
7	लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	मेल्ट एंड पोर
8	लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स	7215	मेल्ट एंड पोर
9	लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शन्स	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात का वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल्ड इस्पात	7219	मेल्ट एंड पोर
12	600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7220	मेल्ट एंड पोर
13	स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के वायर	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात के रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50% घरेलू मूल्यवर्धन
16	कास्ट लौह के ट्यूब, पाइप और हॉलो पाइप	7303	50% घरेलू मूल्यवर्धन
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ट्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	50% घरेलू मूल्यवर्धन
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा	7305	50% घरेलू मूल्यवर्धन

	समान रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	50% घरेलू मूल्यवर्धन
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	50% घरेलू मूल्यवर्धन
21	स्टेनलैस स्टील का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट-रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील का वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रोड, हॉट-रोल्ड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रील बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	50% घरेलू मूल्यवर्धन
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	50% घरेलू मूल्यवर्धन
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	50% घरेलू मूल्यवर्धन
30	अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	50% घरेलू मूल्यवर्धन
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलीकृत गैस के लिए कन्टेनर	7311	50% घरेलू मूल्यवर्धन
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	50% घरेलू मूल्यवर्धन
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स	7313	50% घरेलू मूल्यवर्धन

	किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर		
34	लौह अथवा इस्पात वायर का ग्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैंडेड विस्तृत धातु	7314	50% घरेलू मूल्यवर्धन
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	50% घरेलू मूल्यवर्धन
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	50% घरेलू मूल्यवर्धन
37	लौह एवं इस्पात की वस्तुएं	7317	50% घरेलू मूल्यवर्धन
38	लौह एवं इस्पात की वस्तुएं	7318	50% घरेलू मूल्यवर्धन
39	लौह एवं इस्पात की वस्तुएं	7319	50% घरेलू मूल्यवर्धन
40	लौह अथवा इस्पात की स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	50% घरेलू मूल्यवर्धन
41	लौह अथवा इस्पात के स्टोव्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बॉयलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉमर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	50% घरेलू मूल्यवर्धन
42	लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	50% घरेलू मूल्यवर्धन
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	50% घरेलू मूल्यवर्धन
44	लौह अथवा इस्पात के सेनेटरी वेयर और उसके पार्टस	7324	50% घरेलू मूल्यवर्धन
45	लौह अथवा इस्पात के अन्य कास्ट सामान	7325	50% घरेलू मूल्यवर्धन
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	50% घरेलू मूल्यवर्धन
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है	8605	50% घरेलू मूल्यवर्धन
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	50% घरेलू मूल्यवर्धन
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्जड किया हुआ पहिया और उसका हिस्सा	8607	50% घरेलू मूल्यवर्धन

परिशिष्ट- ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए आयात किए जा सकने वाले पूंजीगत माल (गैर-संपूर्ण) और पैकेज के लिए लागू न्यूनतम घरेलू सामग्री की सूची

क्र.सं.	संयंत्र/यूनिट पैकेज	पूंजीगत माल की न्यूनतम घरेलू सामग्री (%)	आयात योग्य वस्तुएँ
1	**खनन विकास के लिए उपस्कर** • क्रशिंग एवं स्क्रीनिंग संयंत्र • खनिज बेनिफिशियेशन (लौह अयस्क और कोयला) संयंत्र; (बाउंड्री लिमिट: क्रेशर हॉपर में आरओएम की प्राप्ति, विखंडन, पृथक्करण, अयस्क/कोयला प्रसंस्करण से लेकर अंतिम उत्पाद तैयार करना) • स्लाइम बेनिफिशियेशन • स्वचालित लोडिंग सुविधा • कन्वेयर प्रणाली	75%	• वेट हाई इंटेन्सिटी मैग्नेटिक सैपरेटर / हाई ग्रेडीअन्ट मैग्नेटिक सैपेरेटर • हैवी मीडिया साइक्लोन • जाइरेटरी क्रशर • स्पाइलर कंसंट्रेटर • ऑनलाइन ऐश एनालाइजर • बॉल/रॉड/एजी मिल (3.5मी व्यास से अधिक)
2	**खनन परिवहन** • स्लरी पाइपलाइन • लंबी दूरी की कन्वेयिंग प्रणाली	30%	• पीडी पंप • वॉल्व • विशिष्ट/रोप/पाइप कन्वेयर
3	**खदानों के लिए अन्य खनन मशीनरी और हैवी अर्थ मूविंग उपस्कर** (बाउंड्री लिमिट: ड्रिलिंग, रेजिंग, लैडिंग, हॉलेज और खदान तैयार करने के लिए उपस्कर)	लागू नहीं	• डम्पर (220 टन से अधिक पे लोड क्षमता), हाइड्रोलिक एक्सकेवेटर (9 क्यूबिक मीटर बकेट क्षमता से अधिक)
4	**पेलेट संयंत्र उपस्कर** (बाउंड्री लिमिट - फ्लक्स और बाइंडर के लिए ग्राउंड हॉपर प्राप्त करना, बेल्ट कन्वेयर उत्पाद पेलेट बेल्ट कन्वेयर को आईओएफ फीडिंग)	85%	• पैलेट कार, हाई इंटेंसिव मिक्सर, बॉलिंग डिस्क, वर्टिकल रोलर मिल, ड्राइव/डिस्चार्ज एंड स्प्रोकेट असेंबली, कर्व्ड रेल, स्लाइड रेल, सिंगल डेक रोलर स्क्रीन और डबल डेक रोलर स्क्रीन, इंड्यूरेशन मशीन ड्राइव असेंबली, लेवल-2 ऑटोमेशन

लौह/इस्पात निर्माण			
5	**कच्चे माल की हैंडलिंग प्रणाली** (बाउंड्री लिमिट - वैगन टिपलर से संबंधित उपयोगकर्ता इकाइयों तक)	95%	• बैरल कप्लिंग, हेवी ड्यूटी बियेरिंग, क्रेन रेल लुब्रिकेशन प्रणाली, स्लियू रिंग बियरिंग्स, टॉंग्स (विशेष), वाइब्रेशन आइसोलेशन प्रणाली (स्प्रिंग डैम्पर), हाइड्रॉलिक मोटर और हाइड्रॉलिक पंप (वैगन टिपलर, साइड आर्म चार्ज, स्टैकर सह रिक्लेमर, स्लियू स्टैकर में स्थापित) इलैक्ट्रॉनिक कार्ड, अनबैलेंस्ड मोटर, वैगन टिपलर का कैम लिमिट स्वीच।
6	**कोक ओवन बैटरी** (टॉप चार्ज और स्टैम्प चार्ज दोनों) (कोयला बंकर से कोक डिस्चार्ज बकेट तक)	90%	• एंकरेज सिस्टम के स्प्रिंग्स, सीओजी बूस्टर, स्टैम्पिंग ट्रेन, बॉन्डिंग प्रेस
7	**कोक ड्राई क्वेन्चिंग संयंत्र** (हॉट कोक प्राप्त करने वाली बेकट से कूलिंग चैम्बर के डिस्चार्ज श्यूट ढलान तक)	90%	• मिल फैन और मोटर, कूलिंग चैम्बर के ट्विन फ्लू के लिए विशेष रिफैक्ट्री
8	**उपोत्पाद संयंत्र** **(**प्राथमिक गैस कूलर से स्वच्छ कोक ओवन गैस के नेटवर्क तक**)**	90%	• एग्जॉस्टर और मोटर, क्लॉज किल्न का बर्नर, कैटलिस्ट, टेल गैस विश्लेषक, पैलेटाइजेशन इकाई
9	**सिंटर संयंत्र उपस्कर** (बाउंड्री लिमिट - उत्पाद सिंटर बिन के नीचे वाइब्रो-फीडर हेतु कच्चे माल के लिए रिसिविंग बिन)	75%	• हाई इन्टेन्सिव मिक्सर और ग्रैनुलेटर इकाई, पैलेट कार, ड्राइव स्प्रोकेट, सिंटर मशीन के गियर बॉक्स के साथ मुख्य ड्राइव, स्लाइड रेल और कर्व्ड रेल, हॉट सिंटर ब्रेकर और ग्रिज़ली, एनुलर डिप रेल कूलर, सिंटर प्लांट एग्जॉस्टर अनुप्रयोग के लिए एलसीआई ड्राइव सिस्टम • इगनिशन फर्नेस स्पेयर पार्ट्स (रिफैक्ट्री/नियंत्रण प्रणाल/बर्नर असेंबली) • इग्ज़ोस्टर (वेस्ट गैस फैन) और सिस्टम स्पेयर पार्ट्स

10	**ब्लास्ट फर्नेस उपस्कर** बाउंड्री लिमिट*:* **इनपुट***:* • **कच्चा माल -** संबंधित सामग्री के बंकरों का ऊपरी भाग • **कोल्ड ब्लास्ट** - स्नॉर्ट वाल्व का इनलेट • **औद्योगिक जल** - बीएफ पंप हाउस **आउटपुट** • **हॉट मेटल -** टारपीडो लेडल में भरी जाती है • **ग्रेनुलेटिड स्लैग -** ग्रेनुलेटिड स्लैग यार्ड के लिए	70%	• बेल लेस टॉप गियर बॉक्स, ऊपरी सील डिवाइस जो ऊपरी सामग्री गेट और ऊपरी सील वाल्व को कवर करती है, निचली सील डिवाइस जो निचले सामग्री गेट और निचले सील वाल्व को कवर करती है, ब्लीडर वाल्व, टिलटिंग रॉकर, वियर लाइनर्स, गौगल वॉल्व, इक्वलाइजिंग एंड रीलीफ वॉल्व, श्यूट रोटेशन मोटर्स, डिस्ट्रीब्यूशन श्यूट, फीडर स्पाउट, श्यूट्स और फनल्स आदि। • हार्थ रिफ्रैक्टरी (कार्बन ब्लॉक) • टॉप रिकवरी टर्बाइन सिस्टम (टीआरटी) • क्यू-स्टेव्स • एसजीआई स्टेव्स • कास्ट हाउस उपस्कर (मड गन, ड्रिलिंग मशीन और मुख्य ट्रॉफ मैनिपुलेटर) • प्रोब, प्रोफाइलोमीटर और स्टॉक स्तर सूचक (रडार टाईप) • गैस सफाई संयंत्र (एजीएस प्रणाली) • स्टोव सिस्टम - सिरेमिक बर्नर और तकनीकी वाल्व • अपशिष्ट ऊष्मा पुनर्प्राप्ति प्रणाली • टर्बो ब्लोअर • बॉल मिल • पीसीआई इंजेक्शन सिस्टम • लेवल-II ऑटोमेशन • कॉपर प्लेट कूलर्स • टूयेर कूलर्स • स्टोव टेकनोलॉजिकल वाल्व • एसजीपी का डीवाटरिंग व्हील • टोरपेडो लैडल कार चेन असेबली • डोम फिल्ड डंप वाल्वस • टूयेर स्टाक असेंबली
11	**गैस आधारित डायरेक्ट रीडक्शन संयंत्र उपस्कर** (बाउंड्री लिमिट*:* डीआरआई रिएक्टर के शीर्ष पर कच्चे माल की प्राप्ति और ईएएफ में हॉट डीआरआई का डिस्चार्ज)	50%	• रिएक्टर चार्जिंग सिस्टम • रिएक्टर • रिएक्टर डिस्चार्जिंग प्रणाली • ईएएफ में नुमैटिक ट्रांसफर • ब्रिकेटिंग प्रणाली के लिए डिस्चार्च रूट • ब्रिकेटिंग फीडिंग सिस्टम

			• ब्रिकेटिंग प्रणाली • रिडक्शन गैस सर्किट • CO_2 निष्कासन इकाई • प्रक्रिया गैस हीटर • सुधारक प्रणाली • हीट रिकवरी प्रणाली • प्रोसेस गैस कम्प्रेसर • ब्लोअर्स • सील गैस प्रणाली • फ्लू गैस फैन/हॉट फैन • प्रोसेस वाल्व • क्रिटिकल बेलोज • क्रिटिकल रिफ्रैक्ट्री • प्राकृतिक गैस शोधन पूर्व प्रणाली • लेवल-II ऑटोमेशन
12	**ऑक्सीजन संयंत्र 700 टीपीडी और उससे अधिक** (बाउंड्री लिमिट: ऑक्सीजन संयंत्र सीमा पर पानी, विद्युत)	30%	• मुख्य एयर कंप्रेसर • बूस्टर एयर कंप्रेसर • एक्सपेंशन टरबाइन • रिबॉयलर • क्रायोजेनिक पंप • एएसयू के हीट विनिमय तत्व • प्रेशर कॉलम • मुख्य कंडेंसर, लो प्रेशर कॉलम • क्रूड आर्गन कॉलम, शुद्ध आर्गन कॉलम और कंडेंसर के साथ कंडेंसर ब्लॉक • मुख्य हीट एक्सचेंजर, शुद्ध आर्गन इवापरेटर सब-कूलर • एलओएक्स-आइसी-प्रोसेस पंप • एलआइएन-आइसी-प्रोसेस पंप • एलएआर-ट्रांसफर -प्रोसेस पंप • डेंस फ्लूइड एक्सपेंडर • बूस्टर हीट एक्सचेंजर • पीपीयू के लिए मॉलिक्यूलर सीव्स स्विचिंग वाल्व • क्रिटिकल सेफ्टी वाल्व • स्पेशलाइज्ड वाल्व • कंट्रोल वाल्व • कोल्ड बॉक्स • कंट्रोल वाल्व जीओएक्स-प्रोडक्ट

			• कोल्ड बॉक्स के फ्लो मापने वाले उपकरण • एक्सपेंडर - ब्रेक जेनरेटर, फ्रीक्वेंसी कन्वर्टर्स
13	**इस्पात प्रसंस्करण**		
13.1	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट के साथ को-** **इंजेक्शन प्रक्रिया** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल को टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है "सल्फर(एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	75%	• इंजेक्शन लांस और सहायक उपकरणों के साथ स्वचालित सैंपलिंग इकाई • सहायक उपकरणों के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने के साधन
13.2	**हॉट मेटल डी-डी-सल्फराइजेशन स्टेशन (एचएमडीएस) यूनिट मैकेनिकल स्टिरर (केआर) प्रक्रिया के साथ** (ब्लास्ट फर्नेस (बीएफ) से हॉट मेटल टारपीडो लेडल या ओपन-टॉप लेडल में प्राप्त होता है, "सल्फर (एस)" सामग्री को कम करने के लिए डीसल्फराइजेशन शोधन से गुजारा जाता है और फिर बीओएफ कनवर्टर में स्थानांतरित किया जाता है)	70%	• सहायक उपकरणों के साथ इम्पेलर, इम्पेलर लिफ्टिंग और स्टीरिंग उपस्कर, गाइड फ्रेम • सहायक सुविधाओं के साथ डी-स्लैगिंग मशीनें (स्लैग रेकिंग मशीन) • सहायक उपकरणों के साथ तापमान मापने और नमूना लेने का साधन
13.3	**बेसिक ऑक्सीजन फर्नेस/एलडी ईकाई** [शोधित हॉट मेटलको बीओएफ कनवर्टर में डाला जाता है, जहां इसे इस्पात में परिवर्तित करने के लिए प्रसंस्कृत किया जाता है, जिसकी फिर लैडल फर्नेस (एलएफ) में आपूर्ति की जाती है]	65%	• क्लैम्पिंग के साथ लांस बॉडी, लांस कैरिज, लांस गाइड, लांस होइस्ट और ट्रॉली, सहायक उपकरणों के साथ लांस कॉपर टिप्स। • आपातकालीन टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर्स। • ज्वाइंट के साथ बॉटम स्टिरिंग प्रणाली, वाल्व स्टेशन और रोटरी • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व

			स्टेशन • सहायक उपकरणों के साथ उप-लांस प्रणाली • सभी सहायक उपकरणों सहित कंटेनर प्रयोगशाला। • सहायक उपकरणों के साथ स्वचालित गैस कपलिंग (ऑटो कपलर)। • कनवर्टर रेकिंग मशीन। • कनवर्टर टैप होल बदलने की मशीन • रिफ्रैक्टरी निगरानी (लेजर) मशीन। • कन्वर्टर शेल पार्ट्स, सस्पेंशन सिस्टम, रोटरी जॉइंट, स्लैग स्टॉपर और इसके कंट्रोल वाल्व • कन्वर्टर टिल्टिंग ड्राइव सिस्टम और सस्पेंशन सिस्टम, गियरबॉक्स और मोटर्स, न्यूमेटिक मोटर्स और कंट्रोल वाल्व, पोजीशन एनकोडर, क्लच सिस्टम, लुब्रिकेशन सिस्टम कंपोनेंट्स। • लैडल ट्रांसफर कार रेल ट्रैक सिस्टम (ए सीरीज़ टाइप) और गियरबॉक्स, स्टिरिंग कपलिंग। • लोमास गैस एनालाइज़र, मल्टी-लैब तापमान और सैंपल सिस्टम। • लैडल ट्रांसफर कारों के लिए स्टिरिंग कपलिंग। • पीएलसी और आरआइओ। • ऑटोमेशन सिस्टम और सॉफ्टवेयर। • हॉट ज़ोन हाइड्रोलिक पंप और वाल्व। • व्हील ब्लॉक के साथ हॉट ज़ोन गियर वाले मोटर्स। • कन्वर्टर बेयरिंग। • हवा और बिजली से चलने वाला स्लरी कॉम्पेक्शन पंप। • प्राइमरी आईडी फैन, बेयरिंग, मोटर्स, ड्राइव और लुब्रिकेशन सिस्टम। • डब्ल्यूडीएस-कोन
13.4	**इलेक्ट्रिक आर्क फर्नेस यूनिट** (प्राथमिक सामग्री जैसे स्क्रैप, डीआरआई, पिग आयरन और हॉट मेटल को विद्युत ऊर्जा का उपयोग	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड रेगुलेशन प्रणाली • फर्नेस ट्रांसफार्मर सहित हाई करंट प्रणाली • सहायक उपकरणों के साथ ऑक्सीजन और कार्बन इंजेक्शन प्रणाली

	करके तरल इस्पात में परिवर्तित किया जाता है, जिससे कच्चे माल को पिघलाया और परिष्कृत किया जाता है)		• सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.5	**लैडल फर्नेस यूनिट** [तरल इस्पात को वांछित ग्रेड प्राप्त करने के लिए संसाधित/शोधित किया जाता है और निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति किए जाने से पहले बफर स्टॉक के रूप में रखा जाता है]	70%	• सहायक उपकरणों के साथ इलेक्ट्रोड विनियमन प्रणाली • सहायक उपकरणों के साथ मैनुअल तापमान मापन और नमूनाकरण लांस
13.6	**आरएच/आरएच-ओबी यूनिट** [आवश्यक विघटित गैस स्तर प्राप्त करने के लिए तरल इस्पात को डीगैस किया जाता है और फिर निरंतर कास्टिंग मशीन (सीसीएम) को आपूर्ति की जाती है]	65%	• सहायक उपकरणों के साथ गैस स्टिरिंग सिस्टम/लिफ्ट गैस स्टिरिंग सिस्टम वॉल्व स्टैंड • सहायक उपकरणों के साथ ऑक्सीजन लांस प्रणाली • सहायक उपकरणों के साथ हाइड्रिस मापन प्रणाली
13.7	**आर्गन/ऑक्सीजन डीकार्बराइजेशन (एओडी) इकाई**	70%	• एओडी कन्वर्टर को टिल्ट करने के लिए ड्राइव यूनिट, एयर मोटर, ब्रेक आदि। • लांस कॉपर टिप्स • पानी और ऑक्सीजन के लिए होज़ • इमरजेंसी टिल्टिंग ड्राइव के लिए न्यूमेटिक मोटर। • एओडी कन्वर्टर के लिए बेयरिंग, एयर मोटर के लिए इमरजेंसी गियर • सहायक उपकरणों के साथ ऑक्सीजन/आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन। • रिफ्रैक्टरी मॉनिटरिंग (लेजर) मशीन • ऑटोमेशन सिस्टम।
13.8	**वीडी/वीओडी**	70%	• गैस एनालिसिस (ऑफ-गैस मास स्पेक्ट्रोमीटर) सिर्फ़ सेंसर। होल्डर भारत में बना है। • ऑटोमेशन और प्रोसेस कंट्रोल सॉफ्टवेयर प्लेटफॉर्म • सहायक उपकरणों के साथ वैक्यूम पंप सिस्टम • ऑक्सीजन टिप्स

			• सहायक उपकरणों के साथ ऑक्सीजन/ आर्गन/नाइट्रोजन के लिए वाल्व स्टेशन।
13.9	**सब्मर्ज्ड आर्क फर्नेस (एसएएफ) इकाई**	65%	• क्ले गन और ड्रिल मशीन • इलेक्ट्रोड उपकरण • स्लिपिंग डिवाइस असेंबली • इलेक्ट्रोड गाइडिंग असेंबली • ऊपरी और निचली मेंटल असेंबली • प्रेशर रिंग असेंबली • कॉन्टैक्ट शू असेंबली • हीट शील्ड असेंबली • इलेक्ट्रोड सील असेंबली • प्रेशर रिंग बेलोज़ • सील रिफ्रैक्टरी • फर्नेस ऑटोमेशन और कंट्रोलर सॉफ्टवेयर
13.10	**सतत कास्टिंग इकाई** (स्लैब कास्टर/बिलेट/ब्लूम राउंड/ कॉम्बी/बीम ब्लैंक) [तरल इस्पात को निरंतर कास्टिंग मशीन (सीसीएम) में स्लैब, बिलेट या ब्लूम में ढाला जाता है]	65%	• सहायक उपकरणों सहित लैडल स्लैग डिटेक्शन प्रणाली • कॉपर ट्यूब और प्लेट, मोल्ड ऑसीलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित सतत तापमान माप प्रणाली। • सहायक उपकरणों के साथ टॉर्च कटिंग मशीन/ आपातकालीन टॉर्च कटर • सहायक उपकरणों सहित विद्युत ड्राइव सिस्टम सहित डी-ब्युरिंग मशीन • मार्किंग मशीन। • सहायक उपकरणों सहित रोल गैप चेकर • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (ईएमएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (ईएमबीआर) प्रणाली
14	**फ्लैट उत्पाद मिल्स**		
14.1	**हॉट स्ट्रिप मिल्स/प्लेट मिल** (बाउंड्री लिमिट: सहायक उपकरणों सहित स्लैब यार्ड से डिस्पैच बे तक)	50%	• डी-स्केलर, मिल स्टैंड, बेड प्लेट, बैकअप रोल, वर्क रोल, मिल स्पिंडल, चॉक्स, एजीसी सिलेंडर, बेंडिंग ब्लॉक और सिलेंडर, शियर, डाउन कॉइलर, एंटी-फ्रिक्शन रोल नेक बेयरिंग, ऑयल फिल्म बेयरिंग, मिल

			रिड्यूसर, लोड सेल, थिकनेस गॉज, प्रोफाइल गॉज, लेवलर, रोल ग्राइंडिंग मशीन, कॉइल मार्किंग मशीन, प्लेट मार्किंग मशीन, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.2	**सीआरएम (पीएलटीसीएम)** (बाउंड्री लिमिट: पिकलिंग लाइन एंट्री से मिल एक्जिट तक)	50%	• वेल्डिंग मशीन, टेंशन लेवलर, मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, रोल बेंडिंग और रोल शिफ्टिंग सिलेंडर, मिल स्पिंडल, लोड सेल, पोजिशन ट्रांसड्यूसर, इलेक्ट्रोस्टेटिक ऑइलर, साइड ट्रिमर, स्टीयरिंग सिस्टम, सरफेस इंस्पेक्शन सिस्टम, थिकनेस गेज, लेजर स्पीड गेज, टेंसियोमीटर, फ्लैटनेस गॉज, टेंशन रील, मिल रिड्यूसर, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम आदि।
14.3	**सीआरएम (एचडीजीएल)** (बाउंड्री लिमिट: टेम्पर मिल और टेंशन लेवलर सहित एचडीजीएल में एंट्री से एक्जिट तक)	60%	• वेल्डिंग मशीन, रेडिएंट ट्यूब फर्नेस, जेट कूलिंग सिस्टम, इंडक्शन हीटिंग के साथ कोटिंग पॉट, पॉट रोल, एयर नाइफ वाइपिंग सिस्टम, टेंशन लेवलर, विड्थ गॉज, थिकनेस गेज, कोटिंग मोटाई गॉज, लोड सेल, रोल फोर्स सिलेंडर, मिल स्टैंड मोटर्स और मिल स्टैंड ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.4	**सीआरएम (एसपीएम)** (बाउंड्री लिमिट: एसपीएम में एंट्री से एक्जिट तक)	50%	• मिल स्टैंड, बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, इलेक्ट्रोस्टेटिक ऑइलर, कॉइल मार्किंग सिस्टम, लोड सेल, थिकनेस गॉज, मिल स्टैंड मोटर्स और मिल स्टैंड एमवी ड्राइव सिस्टम, ऑटोमेशन सिस्टम, आदि।
14.5	**सीआरएम (बेल एनीलिंग फर्नेस)** (बाउंड्री लिमिट: फर्नेस बेस से पोस्ट कूलिंग उपस्कर तक)	55%	• फर्नेस, स्वचालन प्रणाली, आदि।
14.6	**सीआरएम (कलर कोटिंग लाइन)** (बाउंड्री लिमिट: सीसीएल में एंट्री से	80%	• कोटर, कोटिंग थिकनेस गेज, डिजिटल प्रिंटर, टेंशन लेवलर, स्वचालन आदि।

	एक्जिट तक)		
14.7	**टीएससीडीआर (थिन स्लैब कास्टिंग डायरेक्ट रोलिंग)** (बाउंड्री लिमिट: टूरेट से क्वाइल फिनिशिंग और पैकेजिंग एरिया)	50%	• सहायक उपकरणों सहित संपूर्ण लेडल स्लैग डिटेक्शन सिस्टम • कॉपर ट्यूब और प्लेट, मोल्ड ऑसिलेशन सिलेंडर। • रोटरी यूनियन। • सहायक उपकरणों सहित निरंतर तापमान मापने की प्रणाली। • पेंडुलम शीयर कटिंग मशीन। • सेगमेंट्स असेंबली • सहायक उपकरणों सहित रोल गैप चेकर कंप्लीट • सहायक उपकरणों सहित इलेक्ट्रोमैग्नेटिक स्टिरर (इएनएस)/इलेक्ट्रोमैग्नेटिक ब्रेकिंग (इएमबीआर) सिस्टम • टनल फर्नेस बर्नर • रफिंग और फिनिशिंग मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव और मोटर, ऑटोमेशन सिस्टम, लैमिनार/पावर कूलिंग कंपोनेंट्स, हाइड्रोलिक क्वाइलर। प्रोफाइल गेज, थिकनेस गेज, विड्थ गेज। • नोजल • ग्रीस सिस्टम और सहायक उपकरण • हाइड्रोलिक सिस्टम और सहायक उपकरण • गियरबॉक्स • आरओटी रोल असेंबली • रोल असेंबली (स्लीव, शॉफ्ट, रोल) • लेडल टरेट और सहायक उपकरण (स्लीव बेयरिंग, डिस्क कपलिंग, गियरबॉक्स, हाइड्रोलिक क्लच और हाइड्रोलिक सिलेंडर) • मोल्ड ब्रेकआउट प्रिडिक्शन सिस्टम • ऑटो मोल्ड लेवल कंट्रोल न्यूक्लियोनिक गेज • मोल्ड पाउडर फीडिंग सिस्टम • सहायक उपकरणों सहित सीएनसी मोल्ड मशीनिंग सिस्टम • टंडिश और टरेट वजन प्रणाली

			• टनल फर्नेस रिफ्रैक्टरी रोल। • टनल फर्नेस शटल ड्राइव सिस्टम और गैस पहुंचाने की प्रणाली। • बैकअप रोल हाइड्रोस्टेटिक लुब्रिकेशन सिस्टम • रोल बाइट लुब्रिकेशन सिस्टम • सहायक उपकरणों सहित इन-फर्नेस कैमरा • क्रॉप शीयर • डेस्केलर सिस्टम और घटक। • कॉइल मार्किंग मशीन • ऑनलाइन कॉइल वजन प्रणाली • कट टू लेंथ स्टेकर सिस्टम • रोल शॉप (सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल ग्राइंडर, सीएनसी नाइफ ग्राइंडर, सीएनसी टर्निंग मशीन, लेथ मशीन) • क्वाइल स्ट्रैपिंग मशीन • डाउन कोइलर सिस्टम • मिल मापने की प्रणाली और सेंसर (ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, दबाव) • अपने सेंसर सहित लूपर कंट्रोल सिस्टम • कंडीशन आधारित निगरानी प्रणाली और उसके सेंसर • क्वाइल शटल कार और पैलेट कन्वेइंग सिस्टम। • क्रेन कॉइल टोंग। • आरओ और यूएफ मेम्ब्रेन • सेल्फ-क्लीनिंग फिल्टर
14.8	**प्लेट मिल के लिए नॉर्मलाइज़िंग फैसिलिटी** (बाउंड्री लिमिट: नॉर्मलाइज़िंग फर्नेस में एंट्री से तैयार प्लेट्स के डिस्पैच तक)	50%	• फर्नेस बर्नर, फर्नेस हर्थ रोलर्स, लेवलर, लोड सेल, ऑटोमेशन
14.9	**एसएसएम (सिलिकॉन स्टील मिल)** (बाउंड्री लिमिट : पिकलिंग लाइन एंट्री से एसएसएम के डिस्पैच तक)	50%	• मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बीयरिंग, ऑयल फिल्म बीयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम, एनीलिंग फर्नेस, डीकार्बराइजिंग लाइन, इलेक्ट्रिकल स्टील परीक्षण इकाईयां (उदाहरण के लिए फिशर

			स्कोप मोटाई मापने वाला उपकरण, फ्रैंकलिन इंसुलेशन रेजिस्टिविटी टेस्टर, चुंबकीय कंसोल, स्टैकिंग फैक्टर टेस्टर)।
14.10	**सीआरएम (क्लस्टर मिल स्टैंड)** सेंडज़िमिर मिल (बाउंड्री लिमिट : सेंडज़िमिर मिल में एंट्री से एग्जिट तक)	50%	• सेंडज़िमिर मिल स्टैंड, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक्स, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
14.11	**एचआरएम (स्टेकेल मिल)** (बाउंड्री लिमिट : कॉइलर फर्नेस एंट्री से स्टेकेल मिल तक और कॉइलर फर्नेस एग्जिट तक)	40%	• स्टेकेल मिल स्टैंड, हीटेड कॉइलर, वर्क रोल और बैकअप रोल, एंटीफ्रिक्शन बेयरिंग, ऑयल फिल्म बेयरिंग, रोल चॉक, रोल फोर्स सिलेंडर, मिल स्पिंडल, मिल स्टैंड एमवी ड्राइव सिस्टम और मोटर्स, ऑटोमेशन सिस्टम
15	**लॉग प्रोडक्ट मिल्स**		
15.1	**बार मिल/डब्ल्यू/एमएम/एलएसएम** (बाउंड्री लिमिट : फर्नेस एंट्री से डिस्पेच तक)	75%	• फास्ट फिनिशिंग ब्लॉक, रोल टर्निंग लेथ, प्रोफाइल गेज, ऑटोमेशन सिस्टम, आदि
15.2	**रेल मिल/हेवी स्ट्रकचरल मिल** (बाउंड्री लिमिट: मटीरियल हैंडलिंग को छोड़कर फर्नेस एंट्री से रेल वेल्डिंग संयंत्र एग्जिट तक)	45%	• मिल स्टैंड, मिल मोटर और ड्राइव सिस्टम, हीट ट्रीटमेंट इकाई, स्ट्रेटनिंग मशीन, • एनडीटी इकाईयां, वेल्डिंग मशीन, प्रोफाइल गेज, हॉट सॉ, कोल्ड सॉ, हॉट मार्किंग मशीन, रोल टर्निंग लेथ, सॉ ग्राइंडिंग मशीन, ऑटोमेशन सिस्टम, आदि।
15.3	ईआरडब्ल्यूपीपी (इलेक्ट्रिकल रेजिस्टेंस वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: स्ट्रिप फीडिंग से फिनिशिंग इकाईयां और ईआरडब्ल्यूपीपी के डिस्पैच तक)	50%	• प्री-फॉर्मिंग यूनिट, ब्रेक-डाउन स्टैंड, एज बेंडर, यूनिवर्सल केज, फिनिशिंग पास (मल्टीपल स्टैंड), पाइप गाइड, हाई फ्रीक्वेंसी वेल्डिंग मशीन, हाई पावर इलेक्ट्रिक इंडक्टर, हाइड्रो टेस्टिंग, अल्ट्रासोनिक मशीन
15.4	एसडब्ल्यूपीपी (सर्पिल वेल्डेड पाइप संयंत्र) (बाउंड्री लिमिट: पाइप बनाने से फिनिशिंग इकाईयां और एसडब्ल्यूपीपी के डिस्पैच तक)	50%	• सबमर्ज्ड आर्क वेल्डिंग, आउटसाइड वेल्डिंग (स्केलप जॉइंट), एक्स- रे स्टेशन, हाइड्रो टेस्टिंग, बेवलिंग मशीन, अल्ट्रासोनिक मशीन, एंड रेडियोग्राफ स्टेशन

16	**व्हील संयंत्र**		
16.1	व्हील संयंत्र (राउंड/इनगॉट की रिसिप्ट से लेकर तैयार व्हील तक)	30%	• सर्कुलर सॉ, फोर्जिंग प्रेस, व्हील रोलिंग मिल, व्हील डिशिंग प्रेस, व्हील स्टैम्पिंग मशीन, रिम स्प्रेइंग मशीन, मोबाइल चार्जर, (हैंडलिंग रोबोट), मशीनिंग इकाईयां , टेस्टिंग इकाईयां, ऑटोमेशन सिस्टम आदि
16.2	रेलवे व्हील के लिए हीट ट्रीटमेंट इकाईयां (बाउंड्री लिमिट: हॉट डायमेंशन मेज़रमेंट से ब्लैक व्हील स्टोरेज तक का एग्जिट)	40%	• फर्नेस बर्नर, हर्थ रोलर्स, ऑटोमैटिक व्हील हैंडलिंग और क्वेंचिंग मशीन
16.3	व्हील और रेल के लिए नॉन डेस्ट्रक्टिव टेस्टिंग (एनडीटी) इकाईयां (बाउंड्री लिमिट: एनडीटी इकाईयां के एंट्री और एग्जिट)	30%	• हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन, मैग्नेटिक पार्टिकल इंस्पेक्शन मशीन, एडी करंट टेस्टिंग मशीन
16.4	रोलिंग मिल स्टैंड के लिए फोर्ज्ड रोल विनिर्माण की इकाईयां (बाउंड्री लिमिट: फोर्ज्ड ब्लैंक रोल एंट्री से फिनिश्ड रोल के डिस्पैच तक)	30%	• फोर्जिंग प्रेस, मैनिपुलेटर्स, रोल हार्डनिंग मशीन, क्रायोजेनिक ट्रीटमेंट फैसिलिटी, टेम्परिंग फर्नेस, रोल ग्राइंडर, रोल टर्निंग लेथ, हार्डनेस टेस्टिंग मशीन, अल्ट्रासोनिक टेस्टिंग मशीन
16.5	आरजीबीएस/रोल शॉप	50%	• सीएनसी वर्क रोल ग्राइंडर/ सीएनसी कॉम्बी ग्राइंडर, सीएनसी रोल टर्निंग लेथ, • रोल के लिए इलेक्ट्रिक डिस्चार्ज टेक्सचरिंग (ईडीटी) और इलेक्ट्रिक डिस्चार्ज मशीनिंग (ईडीएम) की इकाईयां
17	रिफ्रेक्टरी ब्रिक (कच्चे माल की प्राप्ति से लेकर तैयार ब्रिक तक)	50%	• हाइड्रोलिक प्रेस
18	इल्केट्रिकल (विद्युत गुणवत्ता प्रणाली)	30%	• एमवीस्टेटकॉम • (स्टेटिक सिंक्रोनस कंपेंसेटर) प्रणाली
अन्य सहायक और उपयोगिता वाले उपस्कर			
19	**कैल्सीनेशन संयंत्र** (कैल्साइन्ड लाइम और डोलो)		• फायरिंग सिस्टम, शाफ्ट लेवल इंडिकेटर, ऑटोमेशन सिस्टम • वीएफडीऔर सॉफ्ट स्टार्टर कार्ड। ड्राइविंग एयर ब्लोअर, डीडस्टिंग ड्राफ्ट फैन,

		कूलिंग एयर फैन, लाइम कूलिंग फैन, वेस्ट गैस फैन, गैस बूस्टर फैन असेंबली • हाइड्रॉलिक सिलेंडर, हाइड्रॉलिक मोटर्स, हाइड्रॉलिक स्टेशन।
20	**इलेक्ट्रिक मोटर चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/ एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ड्राइव सिस्टम के साथ मोटर • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • नियंत्रण और इंस्ट्रूमेंटेशन आइटम
21	स्टीम टर्बाइन चालित कोल्ड ब्लास्ट ब्लोअर (एक्सियल/एक्सियल लास्ट स्टेज रेडियल के साथ)	• एक्सियल / एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ • ब्लो - ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
22	**डीजल इंजन चालित कोल्ड ब्लास्ट ब्लोअर** (एक्सियल/एक्सियल लास्ट स्टेज रेडियल रेडियल के साथ)	• एक्सियल/एक्सियल लास्ट स्टेज रेडियल ब्लोअर के साथ / रेडियल ब्लोअर और सिस्टम • डीजल इंजन • ब्लो-ऑफ वाल्व • ब्लोअर नॉन - रिटर्न वाल्व • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
23	**गैस फायरड़/हीट रिकवरी बॉयलर**	• विशेष ग्रेड प्लेट्स और ट्यूब्स • फ्लेम स्कैनर • इंस्ट्रूमेंटेशन एंड कंट्रोल
24	**स्टीम टरबाइन** (एक्सट्रेशन/बीपीटीजी)	• स्पेशल ग्रेड ब्लेड सामग्री • गवर्निंग सिस्टम • टर्बो पर्यवेक्षी प्रणाली • इंस्ट्रूमेंटेशन एंड कंट्रोल
25	**गैस होल्डर**	• गैसहोल्डर सील, सीलेंट। • फिटिंग के साथ लेवल वेट रोप • वी.आर.वाल्व गैस्केट • डबल/ट्रिपल मेम्ब्रेन सिस्टम के लिए स्पेशल मेम्ब्रेन • हाईड्रोलिक
26	**हाई प्रेशर गैस बूस्टर** (आउटलेट प्रेशर > 2000 एमएम डब्ल्यूसी)	• गैस बूस्टर जिसमें कंट्रोल और बाईपास वाल्व शामिल हैं • पिस्टन रिंग्स • कंसेंट्रेट रिंग टाईप वाल्व (एसएस)

27	**प्रदूषण नियंत्रण प्रणालियाँ**	• टीआर सेट • कंट्रोलर्स • इंसुलेटरर्स • ईएसपी इलेक्ट्रिकल कंपोनेंट • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
28	**जल एवं अपशिष्ट उपचार प्रणाली**	• मेंब्रेन • इवेपोरेटर (कंप्रेसर और टाइटेनियम शीट) • एचपी पंप्स • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
29	**कंप्रेस्ड एयर स्टेशन**	• सेंट्रीफ्यूगल कंप्रेसर कोर असेंबली जिसमें इम्पेलर्स, बुल गियर, पिनियन शाफ्ट, बेयरिंग्स, वाइब्रेशन प्रोब्स और लोकल कंट्रोल पैनल शामिल हैं ।
30	**हाइड्रोजन संयंत्र**	• इलेक्ट्रोलाइज़र इकाई • एचपी कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
31	**पैकेज्ड चिलर्स**	• कंप्रेसर • कंट्रोल एंड इंस्ट्रूमेंटेशन आइटम
32	**अन्य उपयोगिता वाले क्षेत्र जैसे-** एयर कंडीशनिंग और वेंटिलेशन सिस्टम, वीएएम बेस्ड चिलर सिस्टम, फायरफाइटिंग सिस्टम, गैस बूस्टर (डीपी 2000 एमएम डब्ल्यूसी से कम), कूलिंग वॉटर सिस्टम (पंपिंग स्टेशन, फिल्टर, कूलिंग टावर, हीट एक्सचेंजर, आदि), गैस मिक्सिंग स्टेशन, पॉल्यूशन कंट्रोल सिस्टम, इंटर प्लांट पाइपिंग सिस्टम	• आइटम/इक्विपमेंट में सब-कंपोनेंट/पार्ट्स होते हैं जो आयात किए जाते हैं • कंप्रेसर, चिलर, क्रेन एसी यूनिट, एक्पेनशन वाल्व, उपकरण, उच्च तापमान अनुप्रयोग वाले एसी।
33	**इलेक्ट्रिक ओवरहेड ट्रैवलिंग क्रेन और गैन्ट्री क्रेन, इलेक्ट्रिक होइस्ट**	• बैरल कपलिंग, हेवी ड्यूटी बेयरिंग, क्रेन रेल लुब्रिकेशन, स्लू रिंग बेयरिंग, टोंग्स
34	**इंजीनियरिंग शॉप**	• सीएनसी लेथ, सीएनसी मिलिंग मशीन
35	पावर जेनरेशन, ट्रांसमिशन और डिस्ट्रीब्यूशन सिस्टम; शॉप इलेक्ट्रिक्स जिसमें पावर और कंट्रोल सिस्टम और उससे जुड़े इलेक्ट्रिकल काम शामिल हैं	विद्युत मंत्रालय की मिनिमम लोकल कंटेंट (एमएससी)% गाइडलाइन के अनुसार

नोट : सभी उपस्कर की अधिप्राप्तिअनुपालन विद्युत मंत्रालय की दिशानिर्देशों के अंतर्गत/ क्लास-I श्रेणी के अनुसार किया जाएगा। ऐसे मामलों में जहाँ उपकरण क्लास-I श्रेणी में शामिल नहीं हैं, या जहाँ उपस्कर की श्रेणीकरण विशिष्टता विद्युत मंत्रालय की/दिशानिर्देशों में स्पष्ट रूप से परिभाषित नहीं है, वहाँ डीपीआईटीटी द्वारा जारी क्लास-I और क्लास-II श्रेणियों से संबंधित प्रावधानों का पालन किया जाएगा।

36	**इंस्ट्रूमेंटेशन आइटम/उपस्कर** **	डीपीआईटीटी के दिशानिर्देशों के अनुसार*	• अबोव/अंडर बर्डन जांच प्रणाली • प्रोफाइलोमीटर • बर्डन कैमरा • तुयेरे फिनोमिना डिटेक्शन प्रणाली (टीपीडीएस) • टॉप गैस एनालाइज़र (सीओ,सीओ$_2$,एच$_2$,ओ$_2$, पॉल्यूटेंट्स) • फ्लो जाम स्विच • एलिमेंटल एनालाईजर • मॉइस्चर एनालाईजर(न्यूक्लिओनिक) • सीवी एनालाईजर • थिकनेस गेज • हॉट मेटल डिटेक्टर • विड्थ गेज • फर्नेस कैमरा • मल्टीफेज प्रोफ़ाइल गेज • मल्टीफंक्शन/शेप गेज • सतह निरीक्षण प्रणाली • लेजर डॉप्लर वेलोसीटी मीटर • ऑप्टिकल बैरियर • हॉट रोलिंग के लिए थर्मल इमेजिंग सिस्टम • ऑटोमैटिक गेज कंट्रोल (एजीसी) सेंसर (रोल फोर्स, गैप, प्रेशर) • ऑनलाइन मैकेनिकल प्रॉपर्टी प्रेडिक्शन सिस्टम (एआई + सेंसर) • ऑयल फिल्म थिकनेस मॉनिटरिंग सिस्टम (कोल्ड रोलिंग) • एक्स-रे या न्यूक्लिओनिक आधारित कोटिंग थिकनेस गेज • मास फ्लो मीटर • हाइड्रिस (मोल्टन स्टील में हाइड्रोजन का पता लगाना) • मोल्ड लेवल मीजरमेंट • ब्रेक-आउट प्रीडीक्शन प्रणाली (बीओपीएस) • इल्क्ट्रोमैग्नेटिक ब्रेक (ईएमबीआर) नियंत्रण और सेंसर • लेडल ट्रैकिंग और प्रबंधन प्रणाली • स्लैग डिटेक्शन सिस्टम (एसडीएस)/ स्लैग मॉनिटरिंग सिस्टम • बीओएफ एंडपॉइंट डिटेक्शन (लेजर-इंडुय्स्ड

			ब्रेकडाउन स्पेक्ट्रोस्कोपी-एलआईबीएस) • सब-लांस सिस्टम (टेम्परेचर + ओ$_2$ + कार्बन + सैंपलिंग) • लैडल रिफ्रैक्टरी वियर मॉनिटरिंग (लेजर/ अल्ट्रासोनिक/इंफ्रारेड) • कंटीन्यूअस एमिशन मॉनिटरिंग सिस्टम (सीईएसएस- एसओx , एनओx, पीएस, सीओ, सीओ$_2$, ओ$_2$, एच2 के लिए इम्पोर्टेड एनालाइज़र) • बीओएफ/ ईएएफ (सीओ, सीओ$_2$, ओ$_2$, एच2 डस्ट) के लिए ऑफ - गैस एनालाइज़र • वॉटर क्वालिटी एनालाइज़र (पीएच, कंडक्टिविटी, ऑयल - इन - वॉटर, टीओसी, सिलिका, बीओडी, सीओडी, टीएसएस, टीडीएस, फिनोल, साइनाइड) • लेजर - आधारित गैस लीक डिटेक्टर (सीएज$_4$, सीओ, एच$_2$, एच2एस) • अक्सोटिक/ अल्ट्रासोनिक रिसाव का पता लगाना • वाइब्रेशन / कंडीशन मॉनिटरिंग सेंसर / एक्सियल शिफ्ट / डिफरेंशियल एक्सपेंशन मॉनिटरिंग सिस्टम • टक्कर रोधी प्रणाली (रडार/लेजर/लिडार) • ओवन पहचान प्रणाली (ओआईएस) • पाइरोमीटर • लोमास विश्लेषक • प्रेशर,टेम्परेचर और इलेक्ट्रोटेक्निकल पैरामीटर्स के लिए मास्टर कैलिब्रेटर • सिंटर संयंत्र में इरिच मिक्सर्स में स्थापित उपकरण और हैंज़ेल निर्मित लुब्रिकेशन प्रणालियाँ • टर्बाइन और टर्बो ब्लोअर के लिए गवर्नर सिस्टम • बाई-प्रोडक्ट संयंत्र के लिए टेल गैस एनालाइज़र • कोक बकेट लिफ्टर और रिवर्सिंग विंच में प्रयोग में आने वाले फोर्स सेंसर • एनकोडर, • हाइड्रोलिक वाल्व नियंत्रक • बीएलटी में स्थापित उपस्कर (टिल्ट स्विच,

			सोनिक सेंसर, एनकोडर,आदि) • फ्लेम सेंसर/स्कैनर
37	**ऑटोमेशन आइटम/उपस्कर ∗∗**	डीपीआईटीटी के दिशानिर्देशों के अनुसार ∗	
38	**वॉयस कम्युनिकेशन सिस्टम ∗∗**	डीपीआईटीटी के दिशानिर्देशों के अनुसार ∗	
39	**फायर डिटेक्शन और अलार्म (एफडीए) प्रणाली ∗∗**	डीपीआईटीटी के दिशानिर्देशों के अनुसार ∗	
40	**सीसीटीवी प्रणाली ∗∗**	डीपीआईटीटी के दिशानिर्देशों के अनुसार ∗	

नोट:

∗ इंस्ट्रूमेंटेशन, ऑटोमेशन संचार उपस्कर, फायर डिटेक्शन एंड अलार्म (एफडीए) प्रणाली और सीसीटीवी प्रणाली डीपीआईआईटी के साथ-साथ एमईआईटीवाई दिशानिर्देशों के अनुसार क्लास- I और क्लास- II आपूर्तिकर्ता मानदंडो के अनुरूप पूंजीगत वस्तुओं के लिए घरेलू सामग्री आवश्यकताओं का अनुपालन करेगी।

∗∗ अत्यधिक विशिष्ट उपस्कर, कंपोनेंट्स, और ज़रूरी पार्ट्स जैसे इंस्ट्रूमेंटेशन, ऑटोमेशन, कम्युनिकेशन सिस्टम, फायर डिटेक्शन और अलार्म (एफडीए) सिस्टम, और सीसीटीवी सिस्टम के लिए सेमीकंडक्टर चिप्स अभी वैश्विक प्रौद्योगिकी वाली अग्रणी कंपनियों से लिए जा रहे हैं। हालांकि, पूरे सिस्टम असेंबली, इंटीग्रेशन, और मैन्युफैक्चरिंग का कार्य भारत में ही किया जा रहा है, और शेष कंपोनेंट्स स्वदेसी स्रोतो से अधिप्राप्त किये जा रहे हैं।

परिशिष्ट-ग

लौह एवं इस्पात क्षेत्र में स्वदेशी प्रौद्योगिकियों को बढ़ावा देना

1) **उद्देश्य:**
इस्पात विनिर्माण के सभी चरणों में स्वदेशी प्रौद्योगिकियों का अंगीकरण, विकास और विस्तार को प्रोत्साहित करके भारतीय लौह एवं इस्पात क्षेत्र में आत्मनिर्भरता को बढ़ावा देना।

2) **विषय क्षेत्र:**
यह नीति इस्पात बनाने या इस्पात विनिर्माण संयंत्र स्थापित करने वाले केन्द्रीय सार्वजनिक क्षेत्र के उद्यमों पर लागू होती है।

3) **नीति निदेश:**

3.1 ऐसे मामले जहां प्रौद्योगिकी और पूर्व इंजीनियरिंग एवं आपूर्ति के लिए प्रमाण उपलब्ध हैं, लेकिन वर्तमान क्षमता आवश्यकता से मेल नहीं खाते हैं, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.1.1 उत्पादन क्षमता प्रस्तावित संयंत्र की क्षमता का 30% होगी

3.1.2 वेंड़र्स के साथ स्पष्ट साझेदारी की प्रामाणिक उपलब्धता

3.1.3 प्रस्तावित संयंत्र की क्षमता के कम से कम 75% के लिए परियोजनाओं की डिटेल इंजीनियरिंग कार्यों का अनुभव

3.2 ऐसे मामले जहां प्रौद्योगिकी उपलब्ध है, लेकिन अर्लियर सप्लाई के लिए कोई संदर्भ उपलब्ध नहीं है, ऐसे मामलों में स्वदेशी प्रौद्योगिकी प्रदाताओं के लिए निम्नलिखित शर्तें लागू होंगी:

3.2.1 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की कम से कम 75% विशेषताओं से मेल खाते हुए परियोजनाओं की डिटेल इंजीनियरिंग कार्य किया हो

3.2.2 स्वदेशी प्रौद्योगिकी आपूर्तिकर्ता ने प्रस्तावित परियोजना की महत्वपूर्ण विशेषताओं से 100% मेल खाते हुए डिटेल इंजीनियरिंग कार्य किया हो

3.2.3 वेंड़र्स के साथ स्पष्ट गठजोड़ की उपलब्धता

3.2.4 प्रौद्योगिकी उपलब्धता के प्रमाणिक साक्ष्य (आईपीआर या अन्य पर्याप्त साक्ष्य)

3.3 ऐसे मामलों में जहाँ कोई भारतीय प्रौद्योगिकी उपलब्ध नहीं है, वहाँ यदि कोई विदेशी प्रौद्योगिकी प्रदाता तीन वर्षों के भीतर भारतीय सीपीएसई (जिसमें अधिप्राप्ति करने वाली इकाई भी शामिल है) को प्रशिक्षण और सहयोग सहित प्रौद्योगिकी हस्तांतरण करने का वचन देता है, तो उसे घरेलू मूल्य संवर्धन के प्रतिशत पर ध्यान दिए बिना माना हुआ श्रेणी-1 आपूर्तिकर्ता (डीम्ड क्लास-1 सप्लायर) माना जाएगा। इस स्थिति में, क्रय वरीयता उस विदेशी प्रौद्योगिकी प्रदाता को दी जाएगी, जैसा कि डीपीआईआईटी के सार्वजनिक अधिप्राप्ति (मेक इन इंडिया को प्राथमिकता) आदेश में समय-समय पर संशोधित किया गया है।

4) **कार्यान्वयन निरीक्षण:**
इस्पात मंत्रालय द्वारा गठित स्थायी समिति कार्यान्वयन की निगरानी करेगी, विवादों का समाधान करेगी तथा पात्रता एवं प्रोत्साहन मानदंडों को समय-समय पर अद्यतन करेगी।

प्रपत्र-1

मेल्ट एंड पोर आवश्यकताओं (परिशिष्ट- क*) और/या घरेलू मूल्य वर्धन आवश्यकताओं (परिशिष्ट-क और परिशिष्ट-ख*) के अनुपालन के लिए स्व-प्रमाणन का हलफनामा

*परिशिष्ट-ख पूंजीगत वस्तुओं के लिए, नीति के तहत अनिवार्य रूप से वैधानिक लेखापरीक्षक/लागत लेखापरीक्षक/सीए प्रमाणपत्र के साथ यह शपथपत्र अवश्य संलग्न होना चाहिए।

मैं,_______________________,निवास________________________,मेसर्स________________________ _के अधिकृत हस्ताक्षरकर्ता होने के नाते ______________________________________ एतदद्वारा पूर्णतया प्रतिज्ञा और घोषणा करता/करती हूँ;

1. मैंने दिनांक________ को जारी अधिसूचना संख्या______________________ घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआई एवं एसपी) नीति, 2025, को पढ़ और समझ लिया है। मैं उक्त नीति और उस निविदा की सभी शर्तों और नियमों का पालन करने के लिए सहमत हूं जिसके संबंध में यह शपथपत्र प्रस्तुत किया गया है।

2. यह शपथपत्र निम्नलिखित लौह एवं इस्पात उत्पाद/पूंजीगत वस्तुओं से संबंधित है:

उत्पाद का नाम: __________________________

एचएस कोड: __________________________

परिशिष्ट वर्गीकरण: परिशिष्ट-क/परिशिष्ट-ख (जैसा लागू हो, चुनें)

प्रापण एजेंसी: __________________________

3. मेल्ट एंड पोर - यह केवल परिशिष्ट-क में उल्लिखित उन वस्तुओं पर लागू होता है जिनमें मेल्ट एंड पोर संबंधी शर्त होती है।

मैं एतदद्वारा घोषणा करता/करती हूँ कि उपरोक्त उत्पाद भारत में मेल्ट एंड पोर की आवश्यकताओं जैसा कि विशेष रूप से परिशिष्ट- क में अधिसूचित किया है, को पूरा करते हैं। विशेष रूप से:

भारत में ही इस्पात को मेल्ट और पोर किया गया था।

पहला सॉलिड शेप (स्लैब/बिलेट/इनगॉट/अन्य) निम्नलिखित स्थान(स्थानों) पर उत्पादित किया गया था:

इस्पात निर्माण इकाई: ________स्थान: ________ हीट रिकॉर्ड; ________ बैच विवरण: ________

मैं प्रापण एजेंसी द्वारा आवश्यकता पड़ने पर इस घोषणा को प्रमाणित करने के लिए मिल परीक्षण प्रमाण पत्र, हीट रिकॉर्ड और कोई अन्य दस्तावेजी प्रमाण प्रस्तुत करने का वचन देता हूं।

(यदि लागू न हो, तो "लागू नहीं" लिखें।)

4. घरेलू मूल्य संवर्धन - परिशिष्ट-क डीवीए मदों और परिशिष्ट-ख पूंजीगत वस्तुओं पर लागू:

मैं एतदद्वारा घोषणा करता/करती हूँ कि उत्पाद(उत्पादों) का घरेलू मूल्यवर्धन (डीवीए)% ________ है। डीवीए की गणना डीपीआईआईटी दिशानिर्देशों और डीएमआईएंडएसपी नीति, 2025 में निर्दिष्ट फार्मुला के अनुसार की गई है।

4क. परिशिष्ट- ख पूंजीगत वस्तुओं (अनिवार्य) के लिए: वैधानिक लेखापरीक्षक/लागत लेखा परीक्षक/चार्टर्ड लेखाकार द्वारा जारी प्रमाण पत्र संलग्न है, जो नीति के अनुसार पूंजीगत वस्तु पैकेज के डीवीए की पुष्टि करता है।

(यदि यह केवल परिशिष्ट-क का आइटम है, तो इस खंड को रद्द कर दें।)

5. मैं पुष्टि करता/करती हूँ कि: दी गई सभी जानकारी सत्य और सही है। सभी इनपुट स्टील की लागत, आयातित सामग्री और घरेलू सामग्री की गणना सत्यापित की जा चुकी है। सभी उत्पादन, खरीद और मूल्य निर्धारण संबंधी रिकॉर्ड जांच के लिए उपलब्ध हैं।

यदि कोई भी जानकारी गलत या भ्रामक पाई जाती है: प्रापण एजेंसी अपने मानदंडों के अनुसार मुझे/मेरी फर्म को सरकारी निविदाओं से अयोग्य घोषित कर सकती है। मैं नीति और निविदा शर्तों के अनुसार, ईएमडी की जब्ती सहित सभी मूल्यांकन लागतों और जुर्माने का भुगतान करने के लिए सहमत हूं।

6. मैं संबंधित रिकॉर्ड को बनाए रखने और उन्हें किसी भी वैधानिक प्राधिकारी को उपलब्ध कराने का वचन देता हूं।

7. घोषणा: मैं एतद्द्वारा घोषणा करता/करती हूँ कि ऊपर दिए गए कथन मेरी जानकारी और विश्वास के अनुसार सत्य है। मैं समझता/समझती हूँ कि किसी भी प्रकार की गलत जानकारी देने पर डीएमआईएंडएसपी नीति, लागू कानूनों और निविदा शर्तों के तहत दंड का प्रावधान होगा।

(स्थान एवं दिनांक)

मैसर्स________________________

के लिए और उनकी ओर से

(अधिकृत हस्ताक्षरकर्ता)

[फा. सं. 8(2)/2023-आईडी-I]

अभिजीत नरेंद्र, संयुक्त सचिव

MINISTRY OF STEEL

NOTIFICATION

New Delhi, the 17th December, 2025

G.S.R. 904(E).— In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

1. Background

1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.

1.2. The policy applies to procurement of iron & steel products notified in Appendix A, procurement of capital goods listed in Appendix B and technology from indigenous technology suppliers in Appendix C.

2. Definitions

2.1. **Bidder** may be a domestic/foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply house or any other company engaged in the bidding of projects funded by Government agencies.

2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).

2.3. **Domestic Manufacturer** is a manufacturer conforming to Section 2(72) of the Central Goods and Services Tax (CGST) Act, 2017.

2.4. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

% Domestic value addition =
{Total value of the item to be procured (excluding net domestic indirect taxes) – The value of

$$\frac{\text{imported content in the item (including all customs duties)}}{\text{Total value of the item to be procured}} \times 100\%$$

2.5. **Finished Steel** means flat and long products, which can be subsequently processed into manufactured items.

2.6. **Government** for the purpose of the Policy means Government of India.

2.7. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.

2.8. **Indigenous Technology:** A technology shall be deemed to be Indigenous technology if, at least 51 % of the entity's equity is held by Indian residents and the IPR is owned or co-owned by an Indian entity or licensed exclusively to them and the core engineering R&D, and project execution capabilities reside in India.

2.9. **L1** means the lowest tender, or the lowest bid or the lowest quotation received in a tender, bidding process, or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

2.10. **MoS** means Ministry of Steel, Government of India.

2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The country of melt and pour (COM) should be India. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.

2.13. **Net Selling Price** means the invoiced price excluding net domestic taxes and duties.

2.14. **Semi-Finished Steel** means Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.

3. **Exclusions**

3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:

3.1.1. Where specific grades of steel are not manufactured in the country, or

3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.

3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. **Standing Committee**

4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.

4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:

4.2.1. Monitor the implementation of the policy.

4.2.2. Review and notify the list of Iron & Steel products, the domestic content requirement criteria and policy directives as mentioned in Appendix A, Appendix B and Appendix C.

4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies.

4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.

4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.

4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.

4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of the Committee.

5. **Applicability**

5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.

5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products.

5.3. Appendix-B contains the list of capital goods used in manufacturing iron & steel products which can be imported, and the applicable minimum domestic content requirement for packages.

5.4. A purchase preference of 20% is applicable for capital goods used in steel manufacturing. For example, if the lowest bidder (L1) for an importable capital good is a foreign company with a quoted price of Rs.100 crore for the product package, under the policy, procurement preference of 20% will be applicable to a domestic supplier of the same capital good.

5.5. Appendix-C contains directives and methodology for steelmaking CPSEs to procure from indigenous technology suppliers.

5.6. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemized basis.

5.7. No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 crore except with the approval of competent authority as designated by Department of Expenditure.

5.8. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. **Tender procedure for procurement**

6.1. Procuring agencies shall follow standard government procurement procedures while adhering to the DMI&SP policy.

6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.

6.3. All bidders – including manufacturers, selling agents, authorized distributors, authorized dealers, and authorized supply houses – shall submit Form-1 as part of their bid, irrespective of whether they are the manufacturer or otherwise.

6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorization certificate issued by the domestic manufacturer at the time of delivery.

6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

6.6. If Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to the procuring entities for appropriate reciprocal action.

6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.

6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.

6.9. In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&SP policy.

6.10. A supplier debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.

6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. **Implementation monitoring by the Ministry of Steel**

7.1. The policy provisions shall be applicable for 5 years from the date of publication and may further be extended at the discretion of the Ministry of Steel.

7.2. MoS shall be the nodal ministry to monitor the implementation of the policy.

7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

Appendix-A

List of iron and steel products which can only be procured from domestic sources

Sl. No	Iron & Steel Products	HS Code	Condition
1	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	Melt & Pour
2	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
7	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour

15	Rails, railway or tramway track construction material of iron or steel	7302	50% Domestic Value Addition
16	Tubes, pipes and hollow profiles, of cast iron	7303	50% Domestic Value Addition
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	50% Domestic Value Addition
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	50% Domestic Value Addition
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	50% Domestic Value Addition
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	50% Domestic Value Addition
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non- alloy steel	7228	Melt & Pour
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	50% Domestic Value Addition
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	50% Domestic Value Addition
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment	7309	50% Domestic Value Addition
30	Tanks, casks, drums, cans, boxes and similar containers, for any material(other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L,whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	50% Domestic Value Addition
31	Containers for compressed or liquefied gas, of iron or steel	7311	50% Domestic Value Addition
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	50% Domestic Value Addition
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	50% Domestic Value Addition
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	50% Domestic Value Addition
35	Chain and parts thereof, of iron or steel	7315	50% Domestic Value Addition

36	Anchors, grapnels and parts thereof, of iron or steel	7316	50% Domestic Value Addition
37	Articles of iron and steel	7317	50% Domestic Value Addition
38	Articles of iron and steel	7318	50% Domestic Value Addition
39	Articles of iron and steel	7319	50% Domestic Value Addition
40	Springs and leaves for springs, of iron or steel	7320	50% Domestic Value Addition
41	Stoves,ranges,grates,cookers(including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	50% Domestic Value Addition
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	50% Domestic Value Addition
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	50% Domestic Value Addition
44	Sanitary ware and parts thereof, of iron or steel	7324	50% Domestic Value Addition
45	Other cast articles of iron or steel	7325	50% Domestic Value Addition
46	Electrical steel and other articles of iron or steel	7326	50% Domestic Value Addition
47	Railway or tramway passenger coaches, not self-propelled	8605	50% Domestic Value Addition
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50% Domestic Value Addition
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50% Domestic Value Addition

Appendix- B

List of Capital Goods (non-exhaustive) which can be imported for Manufacturing Iron & Steel products, and minimum domestic content applicable for the package

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
		Mining	
1	**Equipment for Mining development** • Crushing & Screening Plant • Mineral beneficiation (iron ore and coal) plant; (Boundary Limit: from Receiving of ROM at the crusher hopper, comminution, segregation, ore/coal processing up to final product preparation) • Slime Beneficiation • Automatic Loading facilities • Conveyer system	75%	• Wet High Intensity Magnetic Separator / High Gradient Magnetic Separator • Heavy Media Cyclone • Gyratory Crusher • Spiral Concentrator • Online Ash Analyzer • Ball/Rod/AG Mill (Greater than 3.5 m dia)
2	**Mining transportation** • Slurry Pipelines • Long distance conveying system	30%	• PD Pump • Valves • Specialized/rope/pipe conveyor
3	**Other Mining Machinery & Heavy Earth Moving equipment for mines** (Boundary Limit: Equipment for drilling, raising, lading, haulage, and mine preparation)	Not Applicable	• Dumper (above 220 tons pay load capacity), Hydraulic Excavators (above 9 Cubic meter bucket capacity) • Blast Hole Drills 10"(Electric/Diesel) • Diesel driven Track Dozer >850 HP Capacity • Diesel Driven Wheel Dozer >500 HP capacity • Diesel driven Front End Wheel Loader >8 Cubic Meter bucket Capacity
4	**Pellet Plant Equipment** (Boundary Limit – Receiving Ground Hopper for flux & Binder, Belt Conveyor feeding IOF to product pellet belt conveyor)	85%	• Pellet car, High Intensive Mixer, Balling Discs, Vertical roller mill, Drive/discharge end Sprocket assembly, curved rail, Slide rails, Single deck roller screen and Double deck roller screen, Induration Machine Drive assembly, Level-2 automation
		Iron/steel making	
5	**Raw Material Handling System** (Boundary Limit – from Wagon Tippler to respective user units)	95%	• Barrel Couplings, Heavy Duty Bearings, Crane Rail Lubrication System, Slew Ring Bearings, Tongs (Special), Vibration Isolation System (Spring Damper), Hydraulic motor & hydraulic pump (installed in wagon tippler, side arm charger, stacker cum reclaimer, slew stacker), electronic cards, unbalanced motor, cam limit switch of wagon tippler.
6	**Coke Oven Battery** (Both top charged & stamp charged) (From Coal bunker to coke discharge bucket)	90%	• Springs of the anchorage systems, COG booster, stamping train, bonding press

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
7	**Coke Dry Quenching Plant** (From Hot coke receiving bucket to discharge chute of cooling chamber)	90%	• Mill fan & Motor, Special Refractory for Twin Flue of Cooling Chamber.
8	**By-Product Plant** (From Primary Gas cooler to clean coke oven gas up to the network)	90%	• Exhauster & Motor, burner of the clause kiln, Catalyst, Tail gas analyzer, Palletization unit.
9	**Sinter Plant Equipment** (Boundary Limit – Receiving Bin for Raw Material to Vibro-Feeder below Product Sinter Bin)	75%	• Highly Intensive Mixer & Granulator Unit, Pallet cars, Drive Sprocket, Main Drive with Gear Box of sinter machine, slide rail & curved rail, Hot Sinter breaker and Grizzly, Annular Dip Rail Cooler, LCI Drive system for Sinter Plant Exhauster application. • Ignition Furnace Spare parts (Refractory/Control System/Burner Assembly) • Exhauster (Waste Gas Fan) and System Spare Parts
10	**Blast Furnace Equipment** Boundary Limit: **Input** • **Raw material-** Top of bunkers of respective material • **Cold Blast-** Inlet of the snort valve • **Industrial water-** BF pump house **Output** • **Hot Metal-** Filled in the torpedo ladle • **Granulated Slag -** to the granulated slag yard	70%	• Bell less top gear box, upper seal device covering upper material gate and upper seal valve, lower seal device covering lower material gate and lower seal valve, Bleeder valve, Tilting Rocker, Wear liners, Goggle Valve, Equalizing & Relief Valve, Chute Rotation Motors, Distribution chute, Feeder spout, Chutes & Funnels etc. • Hearth Refractory (carbon blocks) • Top Recovery Turbine system (TRT) • Cu-staves • SGI Staves • Cast house equipment (Mud gun, Drilling machine and main trough Manipulator) • Probes, Profilometer & Stock level indicator (radar type) • Gas cleaning plant (AGS system) • Stove system – ceramic burner & technological valve • Waste Heat Recovery system • Turbo blowers • Ball Mill • PCI Injection System • Level-II automation • Copper plate coolers • Tuyere cooler • Stove technological valves • Dewatering Wheel of SGP • Torpedo Ladle Car chain assembly • Dome filled dump Valves • Tuyere stock assembly
11	**Gas based Direct Reduction Plant Equipment** (Boundary Limit: Receipt of raw	50%	• Reactor charging system • Reactor • Reactor discharging system

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	material at the top of the DRI reactor & discharge of hot DRI to EAF)		• Pneumatic transfer to EAF • Discharge route to briquetting system • Briquetting feeding system • Briquetting system • Reduction gas circuit • CO2 removal unit • Process gas heater • Reformer system • Heat Recovery System • Process Gas Compressors • Blowers • Seal Gas System • Flue Gas Fan/ Hot Fan • Process valves • Critical bellows • Critical refractories • Natural Gas pre-treatment system • Level-II automation
12	**Oxygen Plant 700 tpd & Above** (Boundary limit: Water, Power at oxygen plant boundary)	30%	• Main Air Compressor • Booster Air Compressor • Expansion Turbine • Reboiler • Cryogenic Pumps • Heat exchange elements of • ASU • Pressure Column • Main Condenser, Low Pressure Column • Crude Argon Column, Pure Argon Column and Condenser with Condenser Block • Main Heat Exchangers, Pure Argon Evaporator Sub-cooler • LOX-IC-Process Pump • LIN-IC-Process Pumps • LAR-Transfer -Process Pumps • Dense Fluid Expander • Booster Heat Exchangers • Molecular Sieves Switching Valves for PPU • Critical Safety valves • Specialized valves • Control Valves • Cold box • Control Valves GOX-Product • Flow Measuring devices of Cold box • Expander - Brake Generator, Frequency Converters
13	**Steel Processing**		
13.1	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Co-Injection Process** (Hot metal from the blast furnace (BF) is	75%	• Injection Lance and automatic sampling Unit with auxiliaries • De-slagging Machines (slag raking machine) with auxiliaries

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)		• Temp. measuring and sampling device with auxiliaries
13.2	**Hot Metal De- De-Sulphurization Station (HMDS) Unit with Mechanical Stirrer (KR) Process** (Hot metal from the blast furnace (BF) is received in a torpedo ladle or open-top ladle, undergoes desulfurization treatment to reduce "Sulphur (S)" content, and is then transferred to the BOF converter)	70%	• Impeller, Impeller lifting & stirring equipment, Guide Frame with auxiliaries • De-slagging Machines (slag raking machine) with auxiliary facilities • Temp. measuring and sampling device with auxiliaries
13.3	**Basic Oxygen Furnace / LD Unit** [Treated hot metal is poured into the BOF converter, where it undergoes processing to convert it into steel, which is then supplied to the ladle furnace (LF)]	65%	• Lance body with clamping, Lance carriage, Lance guide, Lance hoist & trolley, Lance copper tips with auxiliaries. • Pneumatic motors for emergency tilting drive. • Bottom stirring system, valve station & rotary joint along with auxiliaries • Valve stations for oxygen/ argon/ nitrogen with auxiliaries • Sub-lance system with auxiliaries • Container lab with all auxiliaries. • Automatic gas coupling (auto coupler) with auxiliaries. • Converter wrecking machine. • Converter tap hole changing machine • Refractory monitoring (laser) machine. • Converter Shell parts, Suspension System, Rotary joint, Slag Stopper & its control valves • Converter Tilting Drive system & Suspension system, gearboxes & Motors, Pneumatic Motors & control valves, Position Encoders, Clutch system, Lubrication system components. • Ladle Transfer Car Rail Track System (A series type) & gearboxes, stirring couplings. • LOMAS Gas Analyzer, Multi-lab temperature & sample system. • Stirring couplings for ladle transfer Cars. • PLCs and RIOs. • Automation system and software. • Hot Zone Hydraulic Pumps and Valves. • Hot Zone Geared Motors with wheel block. • Converter Bearings. • Air & Electric operated Slurry Compaction Pump. • Primary ID fan, bearings, motors, drives & Lubrication system.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• WDS-Cone
13.4	**Electric Arc Furnace Unit** (Primary materials such as scrap, DRI, pig iron, and hot metal in combination is converted into liquid steel using electrical energy to melt and refine the raw materials)	70%	• Electrode regulation system with auxiliaries • High current system including furnace transformer • Oxygen & Carbon Injection System with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries
13.5	**Ladle Furnace Unit** [Liquid steel is processed/ treated to achieve the desired grade and held as buffer stock before being supplied to the continuous casting machine (CCM)]	70%	• Electrode regulation system with auxiliaries • Manual Temp Measuring & sampling Lance with auxiliaries.
13.6	**RH/ RH-OB Unit** [The liquid steel is degassed to achieve the required dissolved gas levels and then supplied to the continuous casting machine (CCM)]	65%	• Gas Stirring System/ Lift Gas Stirring System Valve Stand with auxiliaries • Oxygen Lance System with auxiliaries • Hydris Measurement System with auxiliaries
13.7	**Argon-Oxygen Decarburization (AOD) Unit**	70%	• Drive Unit for tilting of AOD converter, Air Motor, Brakes etc. • Lance copper tips • Hoses for water and oxygen • Pneumatic motors for emergency tilting drive. • Bearing for AOD Converter, Emergency Gears for air motor • Valve stations for oxygen/ argon/nitrogen with auxiliaries. • Refractory monitoring (laser) machine • Automation system.
13.8	**VD/VOD**	70%	• Gas analysis (Off-Gas Mass Spectrometers) only sensor. Holder is make in India • Automation and Process control software platform • Vacuum Pump System with Auxiliary • Oxygen tips • Valve stations for oxygen/ argon/nitrogen with auxiliaries.
13.9	**Submerged Arc Furnace (SAF) Unit**	65%	• Clay gun and drill M/c • Electrode equipment • Slipping device assembly • Electrode guiding assembly • Upper & Lower mantle assembly • Pressure ring assembly • Contact shoe assembly • Heat shield assembly • Electrode seal assembly • Pressure ring bellows • Seal refractory • Furnace automation and Controller Software

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
13.10	**Continuous Casting Unit** (Slab Caster/ Billet/ Bloom Round/ Combi/ Beam Blank) [The liquid steel is cast into slabs, billets, or blooms in the continuous casting machine (CCM)]	65%	• Ladle slag detection system completes with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Torch cutting machine/ Emergency torch cutter along with auxiliaries • De-burring machine along with electrical drive system with auxiliaries • Marking machine. • Roll gap checker completes with auxiliaries • Electromagnetic Stirrer (EMS)/ Electromagnetic Braking (EMBr) system along with auxiliaries
14	**Flat Product Mills**		
14.1	**Hot Strip Mills/ Plate Mill** (Boundary Limit: Slab yard to Dispatch Bay, including auxiliaries)	50%	• De-scalars, mill stand, bed plates, backup rolls, Work Rolls, mill spindles, chocks, AGC cylinders, bending blocks & cylinders, shears, down coilers, anti-friction roll neck bearings, oil film bearings, mill reducers, load cells, thickness gauge, profile gauge, width gauge, levelers, roll grinding machines, Coil Marking Machine, Plate Marking Machine, mill stand motors & mill stand MV drive system, automation system, etc.
14.2	**CRM (PLTCM)** (Boundary Limit: Pickling line entry to mill exit)	50%	• Welding machine, tension leveler, mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, roll bending and roll shifting cylinders, mill spindles, load cells, position transducers, Electrostatic Oiler, Side Trimmer, Steering System, Surface Inspection System, thickness gauges, laser speed gauge, tensiometer, Flatness Gauge, tension reel, mill reducers, mill stand motors & mill stand MV drive system, automation system etc.
14.3	**CRM (HDGL)** (Boundary Limit: entry to exit of HDGL including temper mill & tension leveler)	60%	• Welding machine, radiant tube furnaces, jet cooling system, coating pot with induction heating, pot rolls, air knife wiping system, tension leveler, width gauge, thickness gauge, coating thickness gauge, load cells, roll force cylinders, mill stand motors & mill stand drive system, automation system, etc.
14.4	**CRM (SPM)** (Boundary Limit: entry to exit of SPM)	50%	• Mill stands, backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, Electrostatic Oiler, Coil Marking System, load cells, thickness gauge, mill stand motors & mill

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			stand MV drive system, automation system, etc.
14.5	**CRM (Bell Annealing Furnace)** (Boundary Limit: From furnace bases to post cooling equipment)	55%	• Furnace, automation system, etc.
14.6	**CRM (Color Coating Line)** (Boundary Limit: Entry to exit of CCL)	80%	• Coater, Coating thickness gauge, digital printer, tension leveler, automation, etc.
14.7	**TSCDR (Thin Slab casting Direct Rolling)** (Boundary Limit: From turret to coil finishing & packaging area)	50%	• Ladle slag detection system complete with auxiliaries • Copper tube and Plate, Mould oscillation Cylinder. • Rotary Union. • Continuous temperature measuring system with auxiliaries. • Pendulum shear cutting machine. • Segments assembly • Roll gap checker complete with auxiliaries • Electromagnetic Stirrer (EMS)/Electromagnetic Braking (EMBr) system along with auxiliaries, • Tunnel furnace burners • Roughing & Finishing Mill stands, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive and motors, automation system, laminar/power cooling components, hydraulic coilers. Profile gauge, thickness gauge, width gauge. • Nozzles • Grease system and auxiliaries • Hydraulic system and auxiliaries • Gearbox • ROT roll assembly • Roll assembly (Sleeve, Shaft, Roll) • Ladle turret and auxiliaries (Slew bearing, Disc coupling, Gearbox, Hydraulic clutch and Hydraulic Cylinder) • Mould breakout prediction system • Auto mould level control nucleonic gauge • Mould powder feeding system • CNC mould machining system with auxiliaries • Tundish and Turret weighing system • Tunnel furnace refractory rolls. • Tunnel furnace shuttle drive system and gas conveying system. • Backup roll hydrostatic lubrication system • Roll bite lubrication system • In-furnace camera with auxiliaries • Crop shear • Descaler system and component. • Coil marking machine

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• Online Coil weighing system • Cut to Length Stacker System • Roll Shop (CNC Combi grinders, CNC Roll Grinders, CNC Knife Grinders, CNC Turing Machine, Lathe Machines) • Coil Strapping machines • Down coiler system • Mill Measuring system and Sensors (Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Looper Control System along its sensors • Condition based monitoring System and its sensors • Coil shuttle car and pallet conveying system. • Crane coil tong. • RO and UF membranes • Self-cleaning filters
14.8	**Normalizing Facilities for Plate Mill** (Boundary Limit: entry to Normalizing furnace to dispatch of finished plates)	50%	• Furnace burners, Furnace hearth rollers, leveler, load cell, automation
14.9	**SSM (Silicon Steel Mill)** (Boundary Limit: Pickling line entry to dispatch of SSM)	50%	• Mill stand, work roll & backup roll, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system, annealing furnace, decarburizing line, electrical steel testing facilities (e.g. Fischer scope thickness measuring device, Frankline Insulation Resistivity Tester, Magnetic Console, Stacking Factor tester).
14.10	**CRM (Cluster Mill stand)** Sendzimir Mill (Boundary Limit: entry to exit of Sendzimir Mill)	50%	• Sendzimir Mill stand, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
14.11	**HRM (Steckel Mill)** (Boundary Limit: From coiler furnace entry to Steckel Mill and exit to coiler furnace)	40%	• Steckel Mill stand, heated coilers, work roll & backup rolls, antifriction bearings, oil film bearings, roll chocks, roll force cylinders, mill spindles, mill stand MV drive system & motors, automation system
15	**Long Product Mills**		
15.1	**Bar Mill/ WRM/MM/ LSM** (Boundary Limit: From furnace entry to dispatch)	75%	• Fast finishing blocks, Roll turning lathes, Profile Gauge, automation systems, etc.
15.2	**Rail Mill/ Heavy Structural Mill** (Boundary Limit: From furnace entry to exit of the rail welding plant excluding material handling)	45%	• Mill stands, mill motor & drive system, heat treatment facility, straightening machine, NDT facilities, welding machine, Profile Gauge, Hot Saw, Cold Saw, Hot Marking Machine, Roll Turning Lathe, Saw Grinding Machine, automation system, etc.
15.3	**ERWPP (Electrical Resistance Welded Pipe Plant)**	50%	• Pre-forming Unit, Break-Down Stand, Edge Bender, Universal Cage, Finishing Pass

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	(Boundary Limit: From strip feeding to finishing facilities and dispatch of ERWPP)		(multiple stands), Pipe Guide, high frequency welding machine, high power electric inductors, hydro testing, ultrasonic machine
15.4	**SWPP (Spiral Welded Pipe Plant)** (Boundary Limit: From pipe forming to finishing facilities and dispatch of SWPP)	50%	• Submerged arc welding, outside welding (skelp joint), X-ray station, hydro testing, beveling machine, ultrasonic machine, end radiograph station
16	**Wheel Plant**		
16.1	**Wheel Plant** (receipt of round/ingot to finished wheel)	30%	• Circular saw, forging press, wheel rolling mill, wheel dishing press, wheel stamping machine, rim spaying machine, mobile chargers, (Handling Robots), machining facilities, testing facilities, automation system etc.
16.2	**Heat Treatment Facilities for Railway Wheels** (Boundary Limit: exit of Hot Dimension Measurement to Black Wheel Storage)	40%	• Furnace burners, hearth rollers, automatic wheel handling and quenching machine
16.3	**Non-Destructive Testing (NDT) Facilities for Wheels and Rails** (Boundary Limit: entry & exit of NDT facilities)	30%	• Hardness testing machine, Ultrasonic testing machine, Magnetic particle inspection machine, Eddy current testing machine
16.4	**Facilities for Manufacturing of Forged Rolls for Rolling Mill Stands** (Boundary Limit: entry of forged blank roll to dispatch of finished rolls)	30%	• Forging Press, Manipulators, roll hardening machine, Cryogenic treatment facilities, tempering furnaces, roll grinders, roll turning lathes, hardness testing machine, ultrasonic testing machine
16.5	**RGBS/ Roll Shop**	50%	• CNC work roll grinder/CNC combi grinder, CNC Roll turning lathe, • Facilities for Electric Discharge Texturing (EDT) and Electro Discharge Machining (EDM) for rolls
17	**Refractory Brick** (Receipt of raw material to finished brick)	50%	• Hydraulic Press
18	**Electrical** (Power Quality System)	30%	• MVSTATCOM • (Static Synchronous Compensator) System
Other auxiliary and utility equipment			
19	**Calcination Plant** (Calcined Lime & Dolo)		• Firing system, Shaft level indicator, Automation system • VFD & Soft Starter Cards. Driving Air Blower, Dedusting Draft Fans, Cooling Air Fans, Lime Cooling Fan, Waste Gas Fans, Gas Booster Fan assembly • Hyd. Cylinders, Hyd. Motors, Hyd. Station.
20	**Electric Motor Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Motor with Drive System • Blow-off Valve • Blower non-return valve • Control & Instrumentation items

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
21	**Steam Turbine Driven Cold Blast Blower** (Axial/Axial with last stage radial)		• Axial/ Axial with last stage radial Blower • Blow-off Valve • Blower non-return valve • Control & Instrumentation items
22	**Diesel Engine Driven Cold Blast Blower** (Axial/Axial with last stage radial/radial)		• Axial/ Axial with last stage radial Blower/radial Blower and Systems • Diesel Engines • Blow-off Valves • Blower non-return valves • Control & Instrumentation items
23	**Gas Fired/ Heat Recovery Boilers**		• Special Grade Plates & Tubes • Flame Scanner • Instrumentation & controls
24	**Steam Turbine** (Extraction/ BPTG)		• Special Grade Blade Material • Governing System • Turbo Supervisory system • Instrumentation & controls
25	**Gas Holder**		• Gasholder seal, sealant. • Level weight ropes with fittings. • V. R. Valve gaskets • Specialized membranes for double/triple membrane system. • Hydraulics
26	**High pressure gas boosters** (Outlet pressure > 2000 mm WC)		• Gas booster proper including control and bypass valves • Piston Rings • Concentric Ring Type Valves (SS)
27	**Pollution Control Systems**		• TR sets • Controllers • Insulators • ESP electrical components • Control & Instrumentation items
28	**Water & Effluent Treatment System**		• Membranes • Evaporators (Compressor & Titanium Sheet) • HP Pumps • Control & Instrumentation items
29	**Compressed Air Station**		• Centrifugal Compressor core assembly including Impellors, Bull Gear, Pinion Shafts, Bearings, Vibration Probes and Local Control Panel.
30	**Hydrogen Plant**		• Electrolyser unit • HP Compressors • Control & Instrumentation items
31	**Packaged Chillers**		• Compressors • Control & Instrumentation items
32	**Other Utility areas like**– Air conditioning & ventilation system, VAM based chiller system, firefighting system, gas boosters (DP less than 2000 mm WC), cooling water system (pumping station, filters, cooling		• Items / Equipment have sub-components / parts which are imported • Compressors, Chillers, Crane AC units, Expansion Valve, Instruments, High Temperature Application AC.

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
	towers, heat exchangers, etc.), gas mixing stations, pollution control systems, inter plant piping system		
33	**Electric overhead travelling crane and gantry crane, electric hoist**		• Barrel coupling, heavy duty bearing, crane rail lubrication, slew ring bearings, tongs
34	**Engineering shop**		• CNC lathe, CNC milling machine
35	Power Generation, transmission & Distribution system; Shop Electrics including Power & control system and associated electrical works	As per Minimum local content (MLC) % guideline of Ministry of Power	
Note: All equipment shall be procured/ complied as per the Class-I category of the Ministry of Power guidelines. In case(s) where the equipment is not mentioned in Class-I category, or where classification/specification of the equipment is not explicitly or clearly defined under the Ministry of Power guidelines, the provisions issued by DPIIT for Class-I and Class-II categories shall accordingly be followed.			
36	**Instrumentation items/ equipment ****	As per DPIIT guideline *	• Above / under burden probe system • Profilometer • Burden camera • Tuyere phenomena detection system (TPDS) • Top gas analyzers (CO, CO_2, H_2, O_2, pollutants) • Flow jam switch • Elemental analyzers • Moisture analyzer (Nucleonic) • CV analyzer • Thickness gauge • Hot metal detector • Width gauge • Furnace camera • Multifunction profile gauge • Flatness/shape gauge • Surface inspection system • Laser doppler velocity meter • Optical barrier • Thermal imaging systems for hot rolling • Automatic gauge control (AGC) sensors (roll force, gap, pressure) • Online mechanical property prediction systems (AI + sensors) • Oil film thickness monitoring systems (cold rolling) • X-Ray or Nucleonic Based Coating Thickness Gauges • Mass flow meter • Hydris (hydrogen detection in molten steel) • Mold level measurement • Break-Out Prediction System (BOPS) • Electromagnetic Brake (EMBr) Control & Sensors • Ladle tracking and management system • Slag Detection System (SDS)/ Slag Monitoring Systems

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items
			• BOF Endpoint Detection (Laser-Induced Breakdown Spectroscopy – LIBS) • Sub-Lance Systems (Temp + O_2 + Carbon + Sampling) • Ladle Refractory Wear Monitoring (Laser/Ultrasonic/Infrared) • Continuous Emissions Monitoring Systems (CEMS – imported analyzers for SOx, NOx, PM, CO, CO_2, O_2, H2) • Off-gas analyzer for BOF/ EAF (CO, CO_2, H_2, dust) • Water quality analyzers (pH, Conductivity, Oil-in-water, TOC, Silica, BOD, COD, TSS, TDS, Phenol, Cyanide) • Laser-based gas leak detectors (CH_4, CO, H_2, H2S) • Acoustic / ultrasonic leak detection • Vibration / condition monitoring sensors / Axial shift / Differential expansion monitoring systems • Anti-collision system (Radar/ Laser/ Lidar) • Oven Identification System (OIS) • Pyrometers • LOMAS Analyzers • Master calibrators for pressure, temperature and electrotechnical parameters • Instruments installed in Eirich Mixers in Sinter plant, and Hanzel make lubrication systems. • Governor systems for Turbines and Turbo-blowers • Tail gas analyzers for By-product plant • Force sensors used in Coke bucket Lifter & reversing winch • Encoders, • Hydraulic valve controllers • Instruments installed in BLTs (Tilt switch, sonic sensor, encoders, etc.) • Flame sensors/scanners
37	**Automation items/ equipment ****	As per DPIIT guideline *	
38	**Voice Communication system ****	As per DPIIT guideline *	
39	**Fire Detection and Alarm (FDA) system ****	As per DPIIT guideline *	
40	**CCTV system ****	As per DPIIT guideline *	

S. No.	Plant /Unit package	Minimum domestic content of Capital Goods (%)	Importable Items

Note:

* Instrumentation, automation, communication equipment, Fire Detection & Alarm (FDA) system, and CCTV system shall comply with the domestic content requirements for capital goods in line with Class-I and Class-II supplier norms as per DPIIT as well as MEITY guidelines.

** Highly specialized equipment, components, and critical parts such as semiconductor chips for instrumentation, automation, communication systems, fire detection & alarm (FDA) systems, and CCTV systems are currently being sourced from global technology leaders. However, the overall system assembly, integration, and manufacturing activities are being carried out in India, with the remaining components procured through domestic sources.

Appendix-C

Promotion of Indigenous Technologies in Iron & Steel Sector

1) **Objective:**
To promote self-reliance in the Indian iron and steel sector by incentivizing the adoption, development, and scale-up of indigenous technologies across all stages of steel manufacturing.

2) **Scope:**
This policy applies to Central Public Sector Enterprises involved in steelmaking or putting up a steel manufacturing plant.

3) **Policy Directives:**

3.1 In cases where technology and proof for earlier engineering & supply is available but does not match the present capacity requirement, following conditions will be applicable for indigenous technology providers:

3.1.1 Production capacity reference to be 30% of the capacity of the proposed plant.

3.1.2 Availability of demonstrable tie ups with the vendors.

3.1.3 Experience of detailed engineering of projects for at least 75% of the capacity of the proposed plant.

3.2 In cases where technology is available but no reference for earlier supply is available, following conditions will be applicable for indigenous technology providers:

3.2.1 The indigenous technology supplier has done detailed engineering of projects matching at least 75% of the features of the proposed project.

3.2.2 The indigenous technology supplier has done detailed engineering matching 100% of the critical features of the proposed project.

3.2.3 Availability of demonstrable tie ups with the vendors.

3.2.4 Demonstrable evidence of technology availability (IPR or other sufficient evidence).

3.3 In cases where no Indian technology is available, a foreign technology supplier committing to transfer technology, including training and handholding to an Indian CPSE (including the procuring entity), within three years, shall be considered as deemed Class-I supplier irrespective of percentage of Domestic Value Addition. In this case, purchase preference shall be given to the foreign technology supplier as defined in DPIIT's Public Procurement (Preference to Make in India) Order amended from time to time.

4) **Implementation Oversight:**
The Standing Committee constituted by Ministry of Steel shall monitor implementation, resolve disputes, and update the eligibility and incentive criteria periodically.

Form-1

Affidavit of Self-Certification for Compliance with Melt & Pour Requirements (Appendix-A) and/or Domestic Value Addition Requirements (Appendix-A & Appendix-B*)

*For Appendix-B capital goods, this affidavit must accompany the statutory auditor's / cost auditor's / CA certificate, as mandated under the policy.

I, ______________, Resident of ________________, being the authorised signatory of M/s ____________,
do hereby solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No. _____________ dated ____________. I agree to abide by all terms and conditions of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/capital good(s):
Name of product(s): ___________________________________
HS Code(s): ____
Appendix classification: Appendix-A / Appendix-B (select as applicable)
Procuring agency: _____________________________________

3. Melt & Pour - Applicable only for Appendix-A items with Melt & Pour condition
I hereby declare that the above product(s) satisfy the Melt & Pour in India requirement as notified in Appendix-A. Specifically:
The steel was melted and poured in India.
The first solid shape (slab/billet/ingot/other) was produced at the following location(s):
Steelmaking facility: ___________Location: ____________ Heat numbers; Batch details: ______________
I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency.
(If not applicable, write "Not Applicable".)

4. Domestic Value Addition - Applicable for Appendix-A DVA items and Appendix-B capital goods:
I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: ______ %. The DVA has been computed as per DPIIT guidelines and the formula specified in the DMI&SP Policy, 2025.

4A. For Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory auditor / cost auditor / chartered accountant is enclosed herewith, confirming the DVA of the capital good package in accordance with the policy.
(If Appendix-A item only, strike this clause out.)

5. I confirm that: All information furnished is true and correct. All input steel costs, imported content, and domestic content calculations have been verified. All manufacturing, purchase, and pricing records are available for examination.
If any information is found incorrect or misleading: The procuring agency may disqualify me / my firm from Government tenders as per the procuring agency norms. I agree to pay all assessment costs and penalties, including forfeiture of EMD, as per policy and tender conditions.

6. I undertake to maintain the relevant records, and make them available to any statutory authority.
7. Declaration: I do hereby declare that the statements made above are true to the best of my knowledge and belief. I understand that any misrepresentation shall attract penalties under the DMI&SP Policy, applicable laws, and tender conditions.

For and on behalf of

(Place & Date)

M/s ____

(Authorised Signatory)

[F. No. 8(2)/2023-ID-I]

ABHIJIT NARENDRA, Jt. Secy.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

Undertaking regarding compliance of DMI&SP policy

(On Letterhead of the bidder)

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

TENDER NO.: 05/51/E/0086/GGPL/001-iv

Dear Sir,

We, M/s ……………………………………., hereby undertake that we have considered Policy for Providing Preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government Procurement- Revised, 2025 & amendment thereof (available on Ministry of Steel website- https://steel.gov.in) while submitting our offer.

We shall comply with all the requirements mentioned in the policy and shall furnish documents in this regard, whenever sought by GGPL.

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

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION (including **F-1A** (**Annexure to Bidder's General Information**))
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-2B	THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR (SUBMITTED AS EMD)
F-2C	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4A	THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR SUBMITTED AS CPS
F-4B	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQs)
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-19	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-20	DETAILS OF QUOTED SCOPE

F-21	POWER OF ATTORNEY
F-22	CERTIFICATE BY CHARTERED ACOUNTANT FOR OWNED EQUIPMENT
F-23	CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT
F-24	SAMPLE FORMAT OF COMPLETION CERTIFICATE
F-25	PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE
F-26	RA BILL CHECK LIST

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

TENDER NO: 05/51/E/0086/GGPL/001-iv

1	Bidder's Name	M/s……
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: ___________________ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	**Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos.** **[As per clause for 'One Bid Per Bidder' under Section-III of Tender Document]** **A separate sheet (F-1A, Annexure to Bidder's General Information) is enclosed for providing the above details.**	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:

6	Bidder's address where order/contract is to be placed *	
		City:
		District:
		State:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST No. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where Order/Contract is to be placed	____________________ (Country Code) (Area Code) (Telephone No.) Mobile No. : ……………………… e-mail ID: ………………………
9	Website details	
10	Mobile Number of concerned personnel/authorized signatory	____________________
11	ISO Certification, if any	Yes / No *[If yes, please furnish details]*
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14 a	Whether Micro or Small Enterprise	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
14 b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)

14 c	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40*)
15 a	Whether Bidder is a Startup or not	Yes / No *(Bidder to submit requisite documents as specified it ITB: Clause No. 49)*
15 b	In case Bidder is a Startup, confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores.	

Note: * *GGPL intends to place the Order/Contract directly on the address from where Goods are produced/dispatched. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods from multiple locations, Bidder is required to provide the address on which Order/ Contract is to be placed as mentioned at sl.no.6 above and details of locations as mentioned at sl. no. 7 above.*

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

Encl: F-1A (Annexure to Bidder's General Information)

Format F-1A

Encl. to F-1

Annexure to Bidder's General Information

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

TENDER NO: 05/51/E/0086/GGPL/001-iv

Sl. No.	Name of Proprietor/ Partners/ Directors	Father's Name	Residential Address	Aadhar No.	Pan Card Details	DIN Nos.

Note: The corresponding documents i.e., Aadhar, PAN & DIN etc. are also to be provided duly attested by Notary Public.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

FORMAT F-2

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Godavari Gas Private Limited Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., India	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of ______________ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the ____________________________________ Bank at _____________________________having our Head Office ____ (Local Address) and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Godavari Gas Private Limited, the amount ________________ ____________________without any reservation, protest, demur and recourse. Any such demand made by Godavari Gas Private Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to ____________ [this date should be two (02) months beyond the validity of the bid].If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. ____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:
a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . (currency in words only) . . . . .
b) This Guarantee shall remain in force up to ___________ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …………………(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension

of this Guarantee. If a claim has been received by us within the said date, all the rights of GGPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank doth hereby declare that Shri /Ms.___________who is the ___________________(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ___________day of ____________20__ at ____________.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …………………………….
Designation …………………..

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
E-Mail ID:
Telephone/Mobile No. :
Date:

(OFFICIAL ADDRESS)

Confirmation Email Id :

IFSC Code of Issuing Bank :

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.

2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".

5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.

6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender)

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**TENDER NO.**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		I	**PHONE NO :**			

FORMAT F-2A

DECLARATION FOR BID SECURITY

To,
M/s GODAVARI GAS PRIVATE LIMITED
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P., India

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS.

TENDER NO: 05/51/E/0086/GGPL/001-iv

Dear Sir

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

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the GGPL during the period of bid validity:
  (i) fail or refuse to execute the Contract, if required, or
  (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

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

F-2B

THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR (SUBMITTED AS EMD)

(On letter head from the issuing bank)

Date: _ _/_ _/_ _ _ _

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

Dear Sir/ Madam

Sb: Issuance of Cumulative FDR.................... amounting to ₹................valid till...............
It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number...................dated.............. amounting to ₹...................... (Amount in figure and words) has been issued by .... (Name of the Bank) branch address................... The maturity value is ₹..................... on dated..................

This FDR has been issued on the request of M/s........................(Name of the contractor) under the Tender no.. ....…This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s..............................(Name of the contractor) on the demand by M/s Godavari Gas Private Limited and the payment will be made to M/s Godavari Gas Private Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of GGPL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & GGPL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of............................. [Name of the Bank & Branch details (Including IFS Code)]

Signature……………………………..

Name:………………………
Designation:……………
Contact no. …………………
Email Id. ……………………
Stamp of Bank……………………….

Note:

(i) This letter forms an integrated part of FDR
(ii) In case confirmation is required, the communication can be send to the following: Details for confirmations (including Address, Email Id, IFS Code and contact no.)

FORMAT F-2C
PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

M/s Godavari Gas Private Limited, Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P.	**Insurance Surety Bond No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

We, the _____________________________________ [Name & address of the Insurer] at ______________________________having our Head Office ____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Godavari Gas Private Limited, the amount ________________ ____________________ without any reservation, protest, demur and recourse. Any such demand made by Godavari Gas Private Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to ____________ [this date should be two (02) months beyond the validity of the bid].If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. ____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:
a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force upto ___________ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and
c) The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of …………………(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date,

----

all the rights of GGPL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this ___________day of ____________ 20__ at ____________.

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

Name …………………………….
Designation …………………..

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

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

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

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The expiry date should be arrived at in accordance with "ITB: Clause-16".
e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause-16".
f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued at sl.no.12 of Form F-5.

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

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

F-3
LETTER OF AUTHORITY

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

Ref: Date:

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

Dear Sir,

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

[1] Name & Designation ____________________ Signature ___________________
Phone/Cell:
E-mail: ………………………………….. @ ………………………………

[2] Name & Designation ____________________ Signature ___________________
Phone/Cell:
E-mail: ……………………………………….. @ ………………………………

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

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

Note:

(i) This "Letter of Authority" should be on the **"letterhead"** of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.

(ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening.

F-4

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

M/s Godavari Gas Private Limited, Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P.	**Bank Guarantee No.**	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. ______________________________ having registered office at ______________________ (herein after called the "contractor/supplier/consultant" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of ______________________________ vide PO/LOA /FOA No. ______________________________dated______ for Godavari Gas Private Limited having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. (herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor/Consultant shall pay a sum of Rs. ____________________(Rupees______________________________) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GODAVARI GAS PRIVATE LIMITED, in case of default.

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

1. We ______________________________ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. ______________________in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GODAVARI GAS PRIVATE LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner as GGPL may direct the said amount of Rupees ______________________ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s.

______________________________ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s.________________________ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. ____________________________________ (Rupees ____________________________________) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. __________________________and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Supplier/Contractor/Consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the Supplier/Contractor/Consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Supplier/Contractor/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Supplier/Contractor/Consultant till such time as may be determined by GGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. ____ (Supplier/Contractor/ Consultant) on whose behalf this guarantee is issued.

6. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Supplier/Contractor/Consultant and notwithstanding any security or other guarantee that GGPL may have in relation to the Supplier's/Contractor's/Consultant's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati).

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant up to a total amount of __________(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. The Bank doth hereby declare that Shri /Ms.__________who is the __________________(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . (currency in words only) . . . . .
b) This Guarantee shall remain in force upto ___________ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

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

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …………………………….
Designation …………………..

Yours faithfully,

____
Bank by its Constituted Attorney

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

Confirmation Email Id :

IFSC Code of Issuing Bank :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.

2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.

3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.

4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	**BANK GUARANTEE NO**	:				
2	**VENDOR NAME / VENDOR CODE**	:	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	:				
4	**PURCHASE ORDER/ LOA NO**	:				
5	**NATURE OF BANK GUARANTEE**	:				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		I	**PHONE NO :**			

F-4A

THIRD PARTY DEPOSIT CONFIRMATION LETTER FOR FDR (SUBMITTED AS CPS) **(on letter head from the issuing bank)**

Date: _ _/_ _/_ _ _ _

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR.................... amounting to ₹................valid till...............

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number...................dated.............. amounting to ₹...................... (Amount in figure and words) has been issued by .... (Name of the Bank) branch address................... The maturity value is ₹..................... on dated..................

This FDR has been issued on the request of M/s (Name of the contractor) under the PO no. / W.O. No.. …This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s..............................(Name of the contractor) on the demand by M/s Godavari Gas Private Limited and the payment will be made to M/s Godavari Gas Private Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of GGPL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & GGPL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature……………………………..

Name:………………………
Designation:……………
Contact no. …………………
EmailId. ……………………
Stamp of Bank……………………….

Note:

(i) This letter forms an integrated part of FDR.
(ii) In case confirmation is required, the communication can be send to the following: Details for confirmations (including Address, Email Id, IFS Code and contact no.)

FORMAT F-4B

PROFORMA OF “INSURANCE SURETY BOND” FOR “CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT”

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

<table>
<tr><td rowspan="5">To,
M/s Godavari Gas Private Limited,
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P.</td><td>Insurance Surety Bond No.</td><td></td></tr>
<tr><td>Date of Insurance Surety Bond</td><td></td></tr>
<tr><td>Insurance Surety Bond Valid up to (Expiry date)</td><td></td></tr>
<tr><td>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</td><td></td></tr>
<tr><td>Stamp Sl. No./e-Stamp Certificate No.</td><td></td></tr>
</table>

Dear Sir(s),

M/s. ____ having registered office at _____________________ (herein after called the “Contractor/Supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of ___________________________________ vide PO/LOA/FOA No. _____________________________dated______ for Godavari Gas Private Limited having registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P (herein after called the “GGPL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. __________________ (Rupees ______________________________________) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify GODAVARI GAS PRIVATE LIMITED, in case of default.

The said M/s.____ (herein after called the “insurer” which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at ______________________________ have agreed to give such guarantee as hereinafter mentioned.

1. We ____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to GGPL that if default shall be made by M/s. _______________________________ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GODAVARI GAS PRIVATE LIMITED we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner as GGPL may direct, the said amount of Rupees ____________________________ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. ______________________________ and to enforce or to forbear from endorsing any

powers or rights or by reason of time being given to the said M/s.__________________________ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. ______________________________________ (Rupees ____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. ___________________________ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by GGPL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. ____ (contractor) on whose behalf this Insurance Surety Bond is issued.

6. Insurer also agrees that GGPL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that GGPL may have in relation to the Contractor/Supplier's liabilities.

7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of High court of Andhra Pradesh (Amaravati).

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of __________(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated ___________ granted to him by the Insurer.

10. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . (currency in words only) . . . . .
b) This Insurance Surety Bond shall remain in force up to ___________ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

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

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

Name …………………………….
Designation …………………..

Yours faithfully,

____
Insurer by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

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

d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.

e) The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 38 of ITB [Section-III] of Tender Document.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.

g) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

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

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

F-5

AGREED TERMS & CONDITIONS

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of GGPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : GGPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted **GST (CGST & SGST/ UTGST or IGST)**in Price Schedule/ SOR of Price bid.	**Rate of GST along with SAC is indicated in BOQ/ Schedule of Rates.** **If there is any change in GST rate, bidder must modify the same in BOQ/ Schedule of Rates.** Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.
4.1	Whether in the instant tender services/works are covered in reverse charge rule of **GST (CGST & SGST/UTGST or IGST)** If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST**)** in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	**Rate of GST along with SAC is indicated in BOQ/ Schedule of Rates.**

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
		If there is any change in SAC, bidder must modify the same in BOQ/ Schedule of Rates. Any errors of the same by Bidders shall be to their account.
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidders confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidders confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay(refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder have furnished EMD/Bid Security details as under:	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank or Insurer Address /e-mail ID/Mobile no. [in case of BG/ Insurance surety bond] **OR** Bidder furnishes bid security declaration [applicable for Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that i. none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of GGPL or ii. the bidder is not a firm in which any Director (in Board of Director) of GGPL or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	**No Deviation Confirmation**: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by GGPL or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GGPL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of GGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to GGPL by them.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
23.	Bidder confirms that they have read and understood the General Conditions of Contract – Works available in the tender & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of the GCC.	
24.	Bidder certifies that they shall not indulge themselves or allow others (working in GGPL) to indulge in fraudulent activities and that they would immediately apprise GGPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of GGPL is liable to be treated as crime and dealt with by the procedures of GGPL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
29.	***Bidder declares that uploaded copies are true copies of duly executed originals.***	

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

F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

Dear Sir,

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

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

  Postal Address with Pin Code: ....
  Telephone Number : ....
  Contact Person : ....
  E-mail Address : ....
  Mobile No. : ....
  Date : ....
  Seal/Stamp : ....

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

  Reasons for non-submission of bid:

Agency's Name : ....
Signature : ....
Name : ....
Designation : ....
Date : ....
Seal/Stamp : ....

F-7
BIDDER'S EXPERIENCE

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. *Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)*	Value of Contract/Order (*Specify* Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

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

Note: As per cl.no. D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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F-8 (A)

CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/ Declaration for Bid Security [as applicable]as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
V	Confirm submission of document along with unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that Undertaking as per *Form-1 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-2 to Annexure-V to Section-III* are submitted. (Applicable for all bidders)		
6.0	Confirm that Undertaking as per *Form-I-A, Form-I-B (if applicable) & Form-II to Section-II* have been submitted by the		

	bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		
8.0	Confirm that declaration as per **Annexure-II to Section-II** have been submitted by the bidder (Restricting participation of NCLT referred bidders)		
9.0	Confirm that **undertaking regarding compliance of DMI&SP policy** and **Affidavit of self-certification** to GGPL declaring that the quoted items are domestically manufactured in terms of the domestic value addition prescribed has been submitted by the bidder. (Refer Annexure-VI: DMI&SP policy)		

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

F-8(B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS

(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
A.1 & A.2	**Experience**	(b) Detailed work order along with Schedule of Rates. (b) Completion certificate issued by End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect. In case of a running contract, Execution certificate submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the required experience criteria, provided the certificate has been issued by the End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) and the asset for which a said execution certificate has been issued is ready for commercial use**. (**) ["Asset ready for commercial use" would mean that all works pertaining to stations such as supply, installation, testing & pre-		Yes/No	

		commissioning/commissioning of all Mechanical works, Electrical works and associated works have been completed".] Note: The completion certificate/execution certificate issued on Letter head of the End user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) shall have details like work order no. with date, brief scope of work, completion date, contract value, executed value, name and designation of authorized signatory etc.			
A.3	**Job executed for Subsidiary / Fellow subsidiary/ Holding company.**	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company in addition to the documents specified above (against clause nos. A.1 & A.2) to meet BEC.		Yes/No	
D.	**Experience of bidder acquired as a subcontractor**	Certificate from End User		Yes/No	
Financial BEC					
B.1	Average Annual Turnover	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with schedule, Audit Report, etc of three (3) preceding Financial Year(s).	Submitted (*Mention specific year…………… *)	Yes/No	

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B.2	Net worth	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with Audit Report of immediate preceding Financial Year.	Submitted (*Mention specific year ……………*)	Yes/No	
B.3	Working Capital	Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] along with schedule, Audit Report, etc for the immediate preceding Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank [as per Format] having net worth not less than Rs 100 Crore (or equivalent USD), confirming the availability of the line of credit for the amount, irrespective of overall position of the working capital. Such letter shall be from single bank only. However, banking syndicate will also be acceptable wherein a group of bank can jointly provide line of credit to the bidder. The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. (Refer F-9 for format for certificate from bank if bidder's working capital is inadequate).	Submitted (*Mention specific year…………… *) Submitted/ Not Applicable *(Bidder to tick appropriate option)*	Yes/No	
4.	**Format for Details of financial capability of**	A certificate for financial capability of the bidder from Practicing Chartered Accountant in prescribed format [Format F-10] as provided in the Tender Document.	Submitted		

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	Bidder				
Policy for Domestically Manufactured Iron & Steel Products (DMI&SP)					
M.	Bidder shall furnish Undertaking regarding compliance of the policy and Affidavit of self-certification declaring that the quoted items are domestically manufactured in terms of the domestic value addition prescribed.	• Undertaking regarding compliance of the policy • Affidavit of self-certification declaring that the quoted items are domestically manufactured in terms of the domestic value addition prescribed.		Not Applicable	

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

F-9

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

(To be provided on Bank's letter head)

Date:

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

Dear Sir,

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

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

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

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

Yours truly

for …………………………… (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Email Id :
Contact No. :
Stamp

Note:
This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

F-10

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NET WORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	**Year _____**
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

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

Refer Instructions

Note:

1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.

3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

(Page 1 of 2)

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.

2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

4. For the purpose of this Tender document:

   (i) **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements
   (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
   (iii) **Net Worth** shall be Paid up Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium amount, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

   In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

(Page 2 of 2)

F-11
FORMAT FOR CONSORTIUM AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Not Applicable for this tender

F-12

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

SL. NO.	**REFERENCE OF BIDDING DOCUMENT**				**BIDDER'S QUERY**	**GGPL's REPLY**
	SEC. NO.	Page No.	Clause No.	Subject		

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

SIGNATURE OF BIDDER: ______________________________ NAME OF BIDDER: ______________________________

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F-13

REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
   a) Account Holder / Beneficiary Name
   b) Name of Bank:
   c) Name of branch:
   d) Branch code:
   e) Address:
   f) Telephone number:
   g) Type of account (current/saving etc):
   h) Account Number:
   i) IFSC code of the bank branch:
   j) Reason (if) Vendor (S.N.1) and Account Holder / Beneficiary name (S.N. 5 (a)) is not the same

I/We hereby authorize Godavari Gas Private Limited & its wholly owned subsidiary (if any) to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GODAVARI GAS PRIVATE LIMITED responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that Account Holder/Beneficiary ________________________________ has an Account no. ______________________ and IFSC Code : ____________________ with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date (Signature of authorized officer of bank)

F-14
INTEGRITY PACT

INTEGRITY PACT

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

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

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

A. L.

GODAVARI GAS PRIVATE LIMITED RAJAHMUNDRY

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GGPL.

b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

c) The counterparty will not pass GGPL's confidential information to any third party unless specifically authorized by GGPL in writing.

d) The Counterparties shall promote and observe best ethical practices within their respective organizations.

e) The Counterparty shall inform the Independent External Monitor.

   i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;

   ii) If it comes to know of any unethical or illegal payment / benefit;

   iii) If it makes any payment to any GGPL associate.

f) The Counterparty shall not make any false or misleading allegations against GGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GGPL business in future.

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. GGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,

c) Subject to satisfaction of the Independent External Monitor, GGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GGPL is satisfied that the Counterparty shall not commit any such violation in future.

d) In addition to above, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.

e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

<u>INDEPENDENT EXTRNAL MONITORS (IEMS)</u>

The following Independent External Monitors (IEMs) have been appointed by GGPL,

GODAVARI GAS PRIVATE LIMITED
RAJAHMUNDRY

in terms of Integrity Pact (IP) which forms part of GGPL Tenders / Contracts.

i) ************************************
ii) ************************************
iii) ************************************

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, CNG Mother Station, Beside Collector and District Magistrate office Near ITI College, Dowleswaram, Rajahmundry – 533125.

GODAVARI GAS PRIVATE LIMITED
RAJAHMUNDRY

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (India) Limited, (here-in-after referred to as "Principal").

AND

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for____

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard: -

i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.

ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract

GODAVARI GAS PRIVATE LIMITED RAJAHMUNDRY

process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-Corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.

iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to

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GODAVARI GAS PRIVATE LIMITED RAJAHMUNDRY

commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal

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GODAVARI GAS PRIVATE LIMITED RAJAHMUNDRY

shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

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

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.

3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to any instructions by the representatives of the parties

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and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligationto treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.

12. Independent External Monitor(s) shall be required to furnish an Undertaking and

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shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Miscelleneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

--	--
(Name & Designation) For the Principal	(Name & Designation) For the Bidder/Contractor
Place -----------------------------------	Witness 1: -----------------------
Date -----------------------------------	Witness 2: -----------------------

RAJAHMUNDRY

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INDEMNITY BOND

WHEREAS Godavari Gas Private Limited (hereinafter referred to as "**GGPL**") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P., has entered into a contract with M/s*…………………………. (hereinafter referred to as the "**Contractor"**) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *………………….. and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No*.] and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT'** which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with GGPL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/ revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GGPL are settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the

Contractor and the same stands valid.

SIGNED BY :

For *[Contractor]*

Authorised Representative

Place:

Dated:

Witnesses:
1.
2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on https://petroleum.ewizard.in/ .
6.0	VOID	
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

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

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

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

PO NO: ………………………………….

Dear Sir,

We ______________________ ***(Name of the Supplier)*** hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

(Supplier is to tick appropriate option [✓]above).

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

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

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NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Supplier/Vendor]

We, _________________, a company incorporated under the laws of India/ a Consortium between *___ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___ and *___ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at __________________ and carrying on business under the name and style M/s. _______________________ were awarded the contract by Godavari Gas Private Limited in reference to Tender No. ______________ dated _______ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Godavari Gas Private Limited

We further absolve Godavari Gas Private Limited from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:

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UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE

(to be submitted on letter head of bidder)

To,
M/s Godavari Gas Private Limited
Rs. No: 386/2, Beside NAC Building, Industrial Area,
Near ITI College, Dowleswaram,
Rajamahendravaram East Godavari – 533125, A.P.

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

Dear Sir,

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:

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SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

DETAILS OF QUOTED SCOPE

Description	**Quoted/ Not Quoted**	**Amount of EMD submitted**
Complete Scope of work		

(Seal & signature of Bidder)

Format F-21

POWER OF ATTORNEY

(to be submitted on the letter-head of company)

SUB: MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS

TENDER NO: 05/51/E/0086/GGPL/001-iv

NAME OF BIDDER: M/s ____________________

"The undersigned ____________________ ***(Name of LEGAL PERSON*)*** is lawfully authorized to represent and act on behalf of the company M/s ________________________ ***(Name of bidder)*** whose registered address is ______________________ and does hereby appoint Mr./Ms ___________________ ***[name of authorized person/(s)]*** ________________________ ***(Designation)*** of M/s ________________________________ ***(Name of bidder)*** whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (**both digitally and manually**) **and all subsequent communications, agreements, documents etc.**, in the name and on behalf of the company in connection with the tender no. ____________________________________ for……………………***(Name of work).***

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s ________________________ ***(Name of bidder).***

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

____

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

____

(**Name of person**)
E-mail Id: …………………………

Digital token no. used for uploading the bid: …………………..

Note: Ref. clause no. 2.7 of ITB regarding persons who can issue power of attorney.

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FROMAT FOR CERTIFICATE BY CHARTERED ACOUNTANT FOR OWNED EQUIPMENT

Not Applicable for this tender

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FORMAT FOR CERTIFICATE BY CHARTERED ENGINEER FOR OWNED EQUIPMENT

Not Applicable for this tender

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COMPLETION CERTIFCATE
ON LETTER HEAD

Ref.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Date:
DD.MM.YYYY

<u>COMPLETION CERTIFICATE</u>

Name of Work :

Name of Contractor :

Length & Size of Pipeline & Scope of work :

Fax of Acceptance No. :

Letter of Award No. / Work Order No. :

Contractual Value :

Final Completion Value : DD.MM.YYYY

Contractual Start Date : DD.MM.YYYY

<u>Contractual Completion Date</u>

(a) Mechanical Completion : DD.MM.YYYY

(b) Overall Completion : DD.MM.YYYY

Actual Completion Date

(a) Mechanical Completion : DD.MM.YYYY

(b) Overall Completion : DD.MM.YYYY

Extension of Time granted without levy of PRS : Up to DD.MM.YYYY

Defect Liability Period : Up to DD.MM.YYYY

Certified that all the works under the subject Contract have been completed as per contractual terms & conditions, specifications, drawings and approved deviations etc. to the satisfaction of

Engineer-In-Charge.

(xxxxxxxxxxxx)
Engineer – In – Charge

Note : Format of Completion Certificate to be issued upon successful completion of work.

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PROFORMA OF BANK GUARANTEE FOR MOBILIZATION ADVANCE

Not Applicable for this tender

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RA BILL CHECK LIST

FORMAT F-26
CHECKLIST FOR RUNNING BILLS

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	GGPL
(A) Bill Specific point					
1	Invoice (as per GST Act/ Rules) in Contractor's letter-head raised to "OIC, GGPL "				
2	Memorandum of payment				
3	Abstract of payment sheet dualy adjusted with payment received for the previous inovice				
4	Measurement Sheet				
5	Month wise PF/ESI challan copies				
6	Separate inovice for extra work/AHR items more than SOR quantity				
7	Approval of PMC and GGPL for extra work/AHR items, if any				
8	Separate innovice shall be submitted for INR & USD portion (if applicable)				
9	State Wise bifurcation of innoviced amount (State & UTI),wherever applicable				
10	Hard copy of Bill, INR portion (2 original +1 copies)				
11	Hard Copy of bill,USD portion-if applicable (3 original+ 1 copy)				
12	Soft copy of Bill (Dully tallying with hard copy) **has been submitted as per provisions of tender**				
13	Whether Bill amount/memorandum of payment is matching the amount in service entry sheet				
14	Whether bill has sent through BWS or not(attach BWS receipt), if BWS facility of GGPL is functional				
15	All the corrections made in the bill should be signed by PMC /GGPL authorized signatory				
16	All the bill documents made namely measurement sheets,bills should tally with the memorandum of payment				

FORMAT F-26
CHECKLIST FOR RUNNING BILLS

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	GGPL
(B) General Points					
1	(a) Copy of contractor all risk policy				
	(b) Validity of above exist or not				
2	(a) Free issue material (FIM) insurance copy				
	(b)Validity of above exists or not				
3	(a) Copy of indemnity bond for FIM				
	(b) Validity of above exist or not				
4	(a) Employee Insurance Policy				
	(b) Validity of above exist or not				
5	(a) Workman Compensation insurance policy				
	(b) Validity of above exist or not				
6	Copy of certificate issued by appropriate authority for lowering for lower /non -deduction of WCT/withholdingtax/TDS/ GST-TDS, if applicable				
7	3 original letters of contractor mentioning details such as bank name ,address ,country ,account number and swift code (for forign currency innovice, if any) E-banking details should be of SBI/ICICI/HDFC bank only				
8	(a) Copy of contract PBG separately for INR & foreign currency price, if any				
	(b) Validity of above exist or not				
9	Contract agreement copy				
10	Power of attorney in the name of signatory of the bill /indemnity bond				
11	Copy of PAN number of contractor				
12	Copy of Contract registration certificate with RBI in case of foreign contractor				
13	Copy of registration certificate of TIN/Tan of concerened state in which WOT is deducted & deposited				

NOTE :-

1. There will be signature of concerned contractor, PMC & GGPL representative in place
2. Invoice (as per GST Act/ rules), Memorundum of payment to be signed by GGPL Site/ Section In-charge / Construction Incharge
3. Abstract of Payment, measurement sheets are to be signed by GGPL site/ Section Incharge/ his repersentative
4. GGPL spread in-charge / construction in-charge may also require to sign any other relevent documents as applicable from case to case.
5. NOC from sub-contractor, if any (deployed after getting approval from GGPL / PMC) regarding receipt of payment from contractor upto previous month.
6. In case of final bill contractor shall be required to submit NOC & Indeminity Bond and also NOC from sub-contractor about receipt of full payment from the contractor.
7. Copy of Hindrance register for the specified period (RA Bill period) dully signed by contractor /PMC/GGPL/ to be submitted alongwith RA Bill.

FOR CONTRACTOR ____________________

FOR PMC / GGPL ____________________

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

FOR

PROCUREMENT OF WORKS

GENERAL CONDITIONS OF CONTRACT (GCC)

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FOR
GENERAL CONTRACT OF CONTRACT

SL. NO. **DESCRIPTION**

SECTION – IV (GENERAL OBLIGATIONS)

SECTION – V (PERFORMANCE OF WORK)

SECTION – VI (CERTIFICATES AND PAYMENTS)

SECTION – VII (TAXES AND INSURANCE)

SECTION – VIII (LABOUR LAWS & ARBITRATION)

SECTION – X (SAFETY CODES)

ANNEXURES

GENERAL CONDITIONS OF CONTRACT

SECTION- I DEFINITIONS

1. Definition of Terms:

1.1 In this **CONTRACT** (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1. The **EMPLOYER**/**COMPANY**/**GGPL** means GODAVARI GAS PRIVATE LIMITED a public limited company, incorporated under the Company's act 1956 and having its Registered office at RS No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram Rajahmundry, Andhra Pradesh – 533107 and includes its successors and assigns.

1.1.2. The "**CONTRACTOR**" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.

1.1.3. The **ENGINEER**/**ENGINEER**-**IN**-**CHARGE**" shall mean the person designated from time to time by the GGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.1.4. The "**WORK**" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

1.1.5. The "**PERMANENTWORK**" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.

1.1.6. "**CONSTRUCTIONEQUIPMENT**" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.

1.1.7. "**CONTRACTDOCUMENTS**" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

1.1.8. **CONSULTANT**: means ------------------------------- who are the consulting engineer to the Employer for this project and having registered office at -------------------------------

1.1.9. The "**SUB-CONTRACTOR**" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.

1.1.10. The "**CONTRACT**" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

1.1.11. The "**SPECIFICATION**" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the GGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

1.1.12. The "**DRAWINGS**" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.1.13. The "**TENDER**" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.

1.1.14. The "**CHANGEORDER**" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.

1.1.15. The "**COMPLETIONCERTIFICATE**" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.

1.1.16. The "**FINALCERTIFICATE**" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

1.1.17. “**DEFECTLIABILITYPERIOD**” in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

1.1.18. The "**APPOINTINGAUTHORITY**" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.

1.1.19. "**TEMPORARYWORKS**" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.1.20. "**PLANS**" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.1.21. "**SITE**" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

1.1.22. "**NOTICEINWRITINGORWRITTENNOTICE**" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

1.1.23. "**APPROVED**" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.24. "**LETTEROFINTENT/FAXOFINTENT**" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

1.1.25. "**DAY**" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.26. "**WORKINGDAY**" means any day which is not declared to be holiday or rest day by the EMPLOYER.

1.1.27. "**WEEK**" means a period of any consecutive seven days.

1.1.28. "**METRICSYSTEM**" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

1.1.29. "**VALUEOFCONTRACT**" or "**TOTALCONTRACTPRICE**" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.

1.1.30. "**LANGUAGEFORDRAWINGSANDINSTRUCTION**" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.

1.1.31. "**MOBILIZATION**" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.

1.1.32. "**COMMISSIONING**" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same. "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.

SECTION-II GENERAL INFORMATION

2. General Information

2.1 a) **Location of Site**: The proposed location of Project site is defined in the Special Conditions of Contract.

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

2.2 **Scope of Work**: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.

2.3 **Water Supply**: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills. However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 **Power Supply**:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.

2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.

2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.

2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.

2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.

2.4.8 In case of damage of any of the EMPLOYER’s equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.

2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR

2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied to the EMPLOYER.

2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

2.5 Land for Contractor’s Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer. The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorised representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER. No unauthorised buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorised representative. No person except for authorised watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation: -:No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.

SECTION-III GENERAL INSTRUCTIONS TO TENDERERS

3. **Submission of Tender:**

3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under “Submission of Tender at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

3.2 Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted alongwith the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter alongwith its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, superscribing ["QUOTATION DO NOT OPEN" Tender for ____ Project of GODAVARI GAS (P) LTD due for opening on ________________________]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left-hand corner of the sealed cover.

4. **Documents:**

4.1 General: The tenders as submitted, will consist of the following:

(i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.

(ii) Earnest money in the manner specified in Clause 6 hereof.

(iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the tender, as required by Clause 14 hereof.

(iv) Information regarding tenderers in the proforma enclosed.

(v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.

(vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.

(vii) Details of construction plant and equipments available with the tenderer for using in this work.

(viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.

(ix) Latest Balance Sheet and Profit & Loss Account duly audited.

(x) Details of present commitment as per proforma enclosed to tender.

(xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.

(xii) Provident fund registration certificate

(xiii) List showing all enclosures to tender.

4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.

b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.

c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 **Signature of Tenderer:**

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 **Witness**: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 **Details of Experience**: The tenderer should furnish, alongwith his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details alongwith documentary evidence(s).

4.8 **Liability of Government of India**: It is expressly understood and agreed by and between Bidder or/Contractor and M/s GODAVARI GAS PRIVATE LIMITED (GGPL), and that M/s GGPL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s GGPL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s GGPL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. **Transfer of Tender Documents**:

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

6. **Earnest Money**:

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bid guarantee shall be submitted in the prescribed format .

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid validity). The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer (s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.

7 **Validity:**

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

8 **Addenda/Corrigenda**

8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organisation to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/Corrigendum and attach original copy duly signed along with his offer. All Addenda/Corrigenda issued shall become part of Tender Documents.

9 **Right of Employer to Accept or Reject Tender:**

9.1 The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

10 **Time Schedule**

10.1 The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.

10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.

11 **Tenderer's Responsibility**

11.1 The intending tenderers shall be deemed to have visited the SITE and familiarised submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

12 **Retired Government or Company Officers**

12.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.

13 **Signing of the Contract:**

13.1 The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forefeited and the acceptance of the tender shall be considered as cancelled.

14 **Field Management & Controlling/Coordinating Authority**:

14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.

14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

15 **Note to Schedule of Rates:**

15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.

15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have aquainted himself of the condition prevailing at site.

15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.

15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

16 **Policy for Tenders Under Consideration:**

16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by GGPL to the Bidder.

16.2 **Zero Deviation**: Bidders to note that this is a ZERO DEVIATION TENDER. GGPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/nonconformity observed in the bid, it will be liable for rejection.

17 **Award of Contract:**

17.1 The Acceptance of Tender will be intimated to the successful Tenderer by GGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.

17.2 GGPL will be the sole judge in the matter of award of CONTRACT and the decision of GGPL shall be final and binding.

18 **Clarification of Tender Document:**

18.1 The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/clarification to GGPL in triplicate. GGPL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

18.2 Verbal clarification and information given by GGPL or its employee(s) or its representatives shall not in any way be binding on GGPL.

19 **Local Conditions:**

19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarise themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable GGPL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.

19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.

20 **Abnormal Rates:**

20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

SECTION-IV GENERAL OBLIGATIONS

21 **Priority of Contract Documents**

21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :

(i) The Contract Agreement ;

(ii) The Letter of Acceptance;

(iii) The (Instructions to Bidders)ITB;

(iv) Special Conditions of Contract (SCC);

(v) General Conditions of Contract (GCC)

(vi) Any other document forming part of the Contract. Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

21.2 **Headings and Marginal Notes**: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

21.3 **Singular and Plural**: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

21.4 **Interpretation**: Words implying `Persons' shall include relevant `Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

22 **Special Conditions of Contract:**

22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.

22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

23 **Contractor to obtain his own Information:**

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

24 **Contract Performance Security:**

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD. However where the contract is for two years or more , in this case, contractor has to deposit security deposit 7.5% of annualized contract value and where the contract value is up to 25 lacs, initially SD is to be deposited 2.5% and remaining 5% to be recovered from RA Bills. Contract/Order value as mentioned above shall be exclusive of taxes and duties. The SD will be valid for the period of contract + 90 days beyond the contract period/duration and applicable Warranty/Guarantee/Defect Liability Period (if any).

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realised by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.

24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

25 **Time of Performance**:

25.1 **Time for Mobilization**: The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

25.2 **Time Schedule of Construction**:

25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilisation testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.

25.2.2 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 WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.

25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress. The above PERT network shall be reviewed periodically and reports shall be submitted by the CONTRACTOR as directed by EMPLOYER.

26 Force Majeure:

26.1 CONDITIONS FOR FORCE MAJEURE: In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

26.2 OUTBREAK OF WAR

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

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 **Bonus For Early Completion (*)**

BONUS FOR EARLY COMPLETION If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also, a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

28 **Rights of the employer to forfeit contract performance security:**

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

29 **Failure by the contractor to comply with the provisions of the contract:**

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the

CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

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

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorised or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

30 **Contractor remains liable to pay compensation if**

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become action not taken under clause 29: exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in .the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN- CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 **Change in constitution:**

31.1 Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

32 **Termination of contract**

32.1 **TERMINATION OF CONTRACT FOR DEATH**: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER)is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32.2 **TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC**. If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty: -

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

32.3 TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY:

In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL to such CONTRACTOR.

33 **Members of the employer not individually liable** :

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

34 **Employer not bound by personal representations:**

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

35 **Contractor's office at site:**

35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.

36 **Contractor's subordinate staff and their conduct**

36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN- CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.

36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN-CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN- CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

36.3 The CONTRACTOR shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT. The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR

37 **Sub-letting of works:**

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

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

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED: At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS: Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-I N-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

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

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE: No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

38 **Power of entry:**

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-I N-CHARGE.

i) fail to carry out the WORK in conformity with the CONTRACT documents, or

ii) fail to carry out the WORK in accordance with the Time Schedule, or

iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or

iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or

v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or

vi) if the CONTRACTOR shall abandon the WORK , or

vii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN- CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

39 **Contractor's responsibility with the mechanical, electrical, intercommunication system, air conditioning contractors and other agencies:**

39.1 Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

40 **Other agencies at site:**

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

41 **Notice:**

41.1 TO THE CONTRACTOR: Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.

41.2 TO THE EMPLOYER: Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of GGPL addressed to the HEAD/SITE-IN-CHARGE.

42 **Right of various interests:**

42.1 The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.

42.2 Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.

43 **Patents and royalties:**

43.1 The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free license to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

43.2 All charges on account of royalty, toilage, rent, octroi terminal or GST and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.

43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

44 **Liens:**

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

45 **Delays by employer or his authorized agents:**

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion. In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

46 **Payment if the contract is terminated:**

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

i) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN- CHARGE of any such items or service comprised in which has been partially carried out or performed.

ii) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

a) Any and all completed works.

b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

47 **No waiver of rights:**

47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

48 **Certificate not to affect right of employer and liability of contractor:**

48.1 No interim payment certificate(s) issued by the Engineer-in- Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER 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 EMPLOYER.

49 **Language and measures:**

49.1 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 in the CONTRACT unless otherwise specified.

50 **Transfer of title:**

50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.

50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.

51 **Release of information:**

51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity , quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.

52 **Brand names:**

52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.

53 **Completion of contract:**

53.1 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 PERIOD OF LIABILITY as provided for under the CONTRACT.

54 **Spares:**

54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING. Also, the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.

SECTION-V PERFORMANCE OF WORK

55 **Execution of work:**

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56 **Co-ordination and inspection of work**:

56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

57 **Work in monsoon and dewatering**:

57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.

58 **Work on Sundays and Holidays:**

58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.

59 **General conditions for construction and erection work:**

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER no this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.

59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

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

60 **Alterations in specifications, design and extra works:**

60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT. In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

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

I. For Item Rate Contract

a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.

b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR

c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR

d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.

e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:- Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (+)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above-mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No. Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a) Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).
b) Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond 25%contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as

awarded. For example, if the actual contract value is 70% of awarded value, then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

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

61 **Drawings to be supplied by the employer**

61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.

61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.

61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

62 **Drawings to be supplied by the contractor:**

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE. "Certified true for ______________________ (Name of Work) Agreement No.____________________________Signed:_________________ (CONTRACTOR) (ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.

63 **Setting out works:**

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.

63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR

63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.

64 **Responsibility for level and alignment:**

64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER-IN-CHARGE.

65 **Materials to be supplied by contractor:**

65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.

66 **Stores supplied by the employer:**

66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.

67 **Conditions for issue of materials:**

67.1 Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER form his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.

67.2 The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

67.3 Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

67.4 The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

67.5 It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.

67.6 The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.

67.7 It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.

67.8 None of the materials supplied to the CONTRACTOR will be utilized by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

67.9 The CONTRACTOR shall, if desired by the ENGINEER- IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.

67.10 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

67.11 Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.

67.12 The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

67.13 Materials/Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

68 **Material procured with assistance of employer/return of surplus:**

68.1 Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licenses or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.

69 **Materials obtained from dismantling**:

69.1 If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.

70 **Articles of value found:**

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

71 **Discrepancies between instructions:**

71.1 Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN- CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be 7final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

72 **Action where no specification is issued:**

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

73 **Inspection of works:**

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN- CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge. The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 **Tests for quality of work:**

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.

74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

75 **Samples for approval:**

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

76 **Action and compensation in case of bad work:**

76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of

10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.

77 **Suspension of works:**

77.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

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

78 **Employer may do part of work:**

78.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.

79 **Possession prior to completion:**

79.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN- CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

80 **Defects Liability Period (Twelve months period of liability from the date of issue of completion certificate):**

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER- IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing. If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 LIMITATION OF LIABILITY Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

81 **Care of works:**

81.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

81.2 **DEFECTS PRIOR TO TAKING OVER**: If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall: a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called `Defects' in this clause), and b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified. In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTORAs soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

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

82 **Guarantee/transfer of guarantee:**

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 **Training of employer's personnel:**

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOREMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 **Replacement of defective parts and materials:**

84.1 If during the progress of the WORK, EMPLOYER 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 plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) 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 equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.

84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

85 **Indemnity**

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

86 **Construction aids, equipments, tools & tackles**:

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR

SECTION-VI CERTIFICATES AND PAYMENTS

87 **Schedule of rates and payments:**

87.1 **CONTRACTOR'S REMUNERATION**: The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEERIN- CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

87.2 **SCHEDULE OF RATES TO BE INCLUSIVE**: The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

87.3 **SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.**: Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

87.4 **SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS**: The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR

87.5 **SCHEDULE OF RATES TO COVER TAXES AND DUTIES**: No exemption or reduction of Customs Duties, GST , GST on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

87.6 **SCHEDULE OF RATES TO COVER RISKS OF DELAY**: The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

87.7 **SCHEDULE OF RATES CANNOT BE ALTERED**: For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered. For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill. Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 **Procedure for measurement and billing of work in progress**:

88.1 **BILLING PROCEDURE**: Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR

88.1.4 GGPL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill alongwith summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 **COMPUTERISED BILLING SYSTEM**: GODAVARI GAS PRIVATE LTD has introduced Computerised Billing System whereby when the Bills are submitted in GGPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through GGPL's website.

88.2 **SECURED ADVANCE ON MATERIAL**: Unless otherwise provided elsewhere in the tender, no `Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 **DISPUTE IN MODE OF MEASUREMENT**: In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

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

89 **Lumpsum in tender:**

89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

90 **Running account payments to be regarded as advance:**

90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

91 **Notice of claims for additional payments**:

91.1 Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of these rights in respect thereof.

91.2 **ENGINEER-IN-CHARGE** shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

92 **Payment of contractor's bill:**

92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

93 **Receipt for payment:**

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

94 **Completion certificate**:

94.1 **APPLICATION FOR COMPLETION CERTIFICATE**: When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE. The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION

CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS. The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 **COMPLETION CERTIFICATE**: Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE. If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

94.3 **COMPLETION CERTIFICATE DOCUMENTS**: For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

(i) The technical documents according to which the WORK was carried out. Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.

(ii) COMPLETION CERTIFICATE for `embedded' and `covered' up work.

(iii) Certificates of final levels as set out for various works.

(iv) Certificates of tests performed for various WORKS.

(v) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 **Final decision and final certificate:**

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the

CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

96 **Certificate and payments on evidence of completion**:

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR

97 **Deductions from the contract price:**

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

SECTION-VII TAXES AND INSURANCE

98 **Taxes, Duties, Octroi etc:**

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the GST, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

99 GST/ Composite scheme under GST **:**

99.1 Tenderer should quote all inclusive prices including the liability of GST/ Composite scheme under GST whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. GGPL shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100 **Statutory variations**

100.1 Tenderer should quote prices inclusive of GST applicable on finished product. Any statutory variations in GST on finished product during the contractual completion period, shall be to the GGPL account for which the Contractor will furnish documentary evidence(s) in support of their claims to GGPL. However, any increase in the rate of these taxes and duties (GST beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GGPL.

101 **Insurance:**

101.1 GENERAL CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows: CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTORCONTRACTOR 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 parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER 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 EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

101.1.1 **EMPLOYEES STATE INSURANCE ACT:** The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof. The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account. The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

101.1.2 **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

101.1.3 **ACCIDENT OR INJURY TO WORKMEN**: The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

101.1.4 **TRANSIT INSURANCE** In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

101.1.5 **COMPREHENSIVE AUTOMOBILE INSURANCE** This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER’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 Employership of such vehicles.

101.1.6 **COMPREHENSIVE GENERAL LIABILITY INSURANCE:**

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member 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- Contractor’s or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

101.1.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

102 **Damage to Property or to any Person or any Third Party**

102.1 CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORs.

102.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

102.3 The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

SECTION-VIII LABOUR LAWS

103 **Labour laws:**

103.1 No labour below the age of 18 (eighteen) years shall be employed on the WORK.

103.2 The CONTRACTOR shall not pay less than what is provided under law to laborers engaged by him on the WORK.

103.3 The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.

103.4 The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

103.5 If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR

103.6 The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

103.7 The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

103.8 The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

103.9 The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

103.10 The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 **Implementation of Apprentices Act, 1961:**

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

105 **Contractor to indemnify the Employer:**

105.1 The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

105.2 PAYMENT OF CLAIMS AND DAMAGES: Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

105.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 **Health and sanitary arrangements for workers:**

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX APPLICABLE LAWS AND SETTLEMENT OF DISPUTES

107 **Dispute Resolution & Arbitration:**

Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be dealt as per Conciliation Rule 2010 and Arbitration, as under.

107.1 Unless others specified, the matters where decision of the Engineer-in-charge is deemed to be final and binding as provided in the Agreement and the issue/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the conciliation Rules 2010 .

107.2 Any dispute (s)/difference(s)/issue(s) of any kind whatsoever between/amongst the parties arising under /out/of/in connection with this contract shall be settled in accordance with the afore said rules.

107.3 In case of any dispute (s)/difference(s)/issue(s), a party shall notify the other party (ies) in writing about such a disputes (s)/difference(s)/ issue(s) between/amongst the parties and that such a party wises to refer the disputes(s)/difference(s)/issues(s) to conciliation. Such Invitation for conciliation shall contain sufficient information as to the dispute(s)/difference(s) /issue(s) to enable the other party (ies) to be fully informed as to the nature of the dispute(s)/difference(s) issue(s) , the amount of monetary claim, if any, and apparent causes(s) of action.

107.4 Conciliation proceedings commence when the other party(ies) accept (s) the invitation to conciliate and confirmed in writing. If the other party (ies) reject(s) the invitation, there will be no conciliation proceedings.

107.5 If the party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of times as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elect he/she shall inform the other party(ies) accordingly.

107.6 Where Invitation for conciliation has been furnished, the parties shall attempt to settle such dispute (s) amicably under part-III of the Indian Arbitration and Conciliation Act,1996 and GGPL Conciliation Rules,2010. It would be only after exhausting the option of conciliation as an Alternate Dispute Resolution Mechanism that the parties here to shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of Conciliation by any of the parties.

107.7 The cost of Conciliation proceeding including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the parties equality.

107.8 The parties shall freeze claims(s) of interest, if any and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

17.9 **Arbitration:**

The Employer [GGPL] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (GGPL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Amravati, AP, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Andhra Pradesh. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 **FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:**

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

108 **Jurisdiction:**

108.1 The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Andhra Pradesh for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Andhra Pradesh only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

SECTION-X SAFETY CODES

109 **General:**

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 **Safety regulations:**

110.1 In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

110.2 The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 **First aid and industrial injuries:**

111.1 CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR

111.2 CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.

111.3 All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

112 **General rules:**

112.1 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

113 **Contractor's barricades:**

113.1 CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-

a) Excavations
b) Hoisting Areas.
c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.
d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.
e) Rail Road unloading spots.

113.2 CONTRACTOR's employees and those of his SUB- CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.

113.3 Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

114 **Scaffolding:**

114.1 Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

114.2 Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

114.3 Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

114.4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 metre.

114.5 Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

115 **Excavation and trenching:**

115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

116 **Demolition/general safety**:

116.1 Before any demolition work is commenced and also during the progress of the demolition work

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

116.2 All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or

f) Board to prevent accident to the public.

g) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

116.3 When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

116.4 Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a. These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

b. Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

c) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

d) In case of departmental machine, the safe working load shall be notified by the ENGINEER-IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.

e) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

116.5 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

116.6 These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR

116.7 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN- CHARGE or safety Engineer of the Administration or their representatives.

116.8 Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

117 **Care in handling inflammable gas:**

117.1 The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER.

118 **Temporary combustible structures:**

118.1 Temporary combustible structures will not be built near or around work site.

119 **Precautions against fire:**

119.1 The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.

120 **Explosives:**

120.1 Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly there from.

121 **Mines act:**

121.1 **SAFETY CODE**: The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN- CHARGE shall be entitled to do so and recover the costs thereof from the CONTRACTOR

121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

122 **Preservation of place:**

122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.

123 **Outbreak of infectious diseases:**

123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.

124 **Use of intoxicants:**

124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition. In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

PROFORMA OF INDEMNITY BOND

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

WHEREAS GODAVARI GAS PVT. LTD (here in after referred to as GGPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at RS No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram Rajahmundry, Andhra Pradesh – 533107 has entered into a CONTRACT with M / s . ________ Incorporated (hereinafter referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their Iegal representatives, successors and assigns, having their Registered office ___ ___________________________for Rs._ for ________________________________ for a period of ___________________ and on the terms and conditions as set out, inter-alia in the Work Order No. ____________________________________ and various documents forming part there of here in after collectively referred to as he CONTRACT' which expression shall include all amendments, modifications and/or variations thereto.

GGPL has also advised the CONTRACTOR to execute an Indemnity Bond in favour of GGPL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labourers / vendors / sub-contractors/partner etc. Who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GGPL for above works, which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc.

NOW, THEREFORE, inconsideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGPL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertake to compensate to GGPL forthwith, on demand, without protest the loss suffered by GGPL to get her direct/indirect expenses.

AND THECONTRACTOR hereby agrees with GGPL that:

(i) ThisIndemnityBondshallremainvalidandirrevocableforallclaimsofGGPL arising from any such contract/case for which GGPL has been made party until nowhere- in-after.

(ii) This Indemnity Bond shall not be discharged / revoked by any change/ modification/ amendment/ deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATUREOFAUTHORIZEDREPRESENTATIVE

Place:

Date:

Seal:

PROFORMA FOR CONTRACT AGREEMENT

LOA No. GGPL / dated ----------

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

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

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

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

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

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

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

Signed and Delivered for and on	Signed and Delivered for and
on behalf of EMPLOYER.	on behalf of the CONTRACTORs.
GODAVARI GAS (P) LTD.	(NAME OF THE CONTRACTOR)
______________________________	______________________________
______________________________	______________________________
Date :____________	Date :_____________
Place:____________	Place:_____________

IN PRESENCE OF TWO WITNESSES

1.____________________________	1. ___________________________
____________________________	___________________________
____________________________	___________________________
____________________________	___________________________
2.____________________________	2. ___________________________
____________________________	___________________________
____________________________	___________________________
____________________________	___________________________

SECTION-V

SPECIAL CONDITIONS OF CONTRACTS

ANNEXURES TO SCC

(INCLUDING STANDARD CONDITIONS OF SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

INDEX

1.0 GENERAL

1.1 Special Conditions of Contract shall be read in Conjunction with the General Conations of Contract, specification of work, Drawings and any other documents forming part of this contract wherever so required.

1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, even part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into contract so far as it may be practicable to do so.

1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over- ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at this cost and the value of contract shall be deemed to have included cost of such performance and provision, so mentioned.

1.5 The material, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATION contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.6 In case of an irreconcilable conflict between Indian or other applicable standards General Conditions of Contract, special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

i) Contract Agreement
ii) Detailed Letter of acceptance alongwith statement of Agreed variations.
iii) Fax / Letter of Intent / Fax of Acceptance
iv) Schedule of Rates as enclosures to letter of acceptance
v) Job / Particular Specifications
vi) Drawings
vii) Technical / Material Specifications
viii) Special Conditions of Contract
ix) Instructions to Bidders (ITB)
x) General Conditions of Contract
xi) Indian Standards
xii) Other Applicable Standards

1.7 It will be the CONTRACTOR's responsibility to bring to the notice of Owner/Engineer–in–charge (EIC) any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.8 In the absence of any specification covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance standards engineering practice as per the instructions/ directions of the Owner/Engineer–in–charge which will be binding on the CONTRACTOR.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

The scope of work covered in this Contract will be as described in **Annexure-1**, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc. The scope of supply covered in this Contract will be as described in **Annexure-2**, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter-alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

3.1 The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:

3.2 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same.

The Owner/ EIC shall not supply water, power and other utilities.

3.3 Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office, Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.

3.4 Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such tree being cut shall be prepared and forest/ municipal authorities be informed and necessary approval be obtained by contractor. However, after backfilling of trench & restoration, contractor should plant equal number of saplings in that area. Cutting of trees for any purposes (fuel etc.) by workers is strictly prohibited.

4.0 TIME OF COMPLETION

4.1 The work shall be executed strictly as per Time schedule given in **Annexure-3** in the bidding document. The period of completion given includes the time required for mobilization [15 (fifteen) days] as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

4.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned above.

4.3 Monthly/ weekly construction programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programme as above clause. The Contractor shall scrupulously adhere to these Targets/ Programme by deploying adequate personnel, construction tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.

4.4 If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, the OWNER/EIC at its option, may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.

4.5 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the Performa prescribed by the Engineer-in-Charge.

4.6 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch-up plan.

5.0 DRAWINGS AND DOCUMENTS

5.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the OWNER/EIC. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued /approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.

5.2 The drawings and documents to be submitted by the Contractor to OWNER/EIC after award of the work as per the requirements enlisted in the bidding document shall be for OWNER/EIC's review, information and record. The Contractor shall ensure that drawings and documents submitted to OWNER/EIC are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. EIC shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

5.3 All documents and drawings including those of Contractors sub-vendor's manufacturers etc. shall be submitted to OWNER/EIC after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to OWNER/EIC without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

5.4 The review of documents and drawings by OWNER/EIC shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by OWNER/EIC, Contractor shall incorporate the comments as required and ensure their compliance.

5.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ OWNER/EIC at any time during execution of the contract. However, no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

5.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

6.0 COMPLIANCE WITH LAWS

6.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

i) Contract Labor (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
ii) Payment of Wages Act.
iii) Minimum Wages Act.
iv) Employer's Liability Act.
v) Factory Act.
vi) Apprentices Act.
vii) Workman's Compensation Act.
viii) ESI Act, Industrial Dispute Act.
ix) Environment Protection Act.
x) Wild life Act.
xi) Maritime Act.
xii) Payment of Bonus Act
xiii) PNGRB Act.
xiv) Any other Statute, Act, Law as may be applicable.

7.0 GOVERNMENT OF INDIA NOT LIABLE

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

8.0 DELETED

9.0 LIMITATION OF LIABILITY

Add the following at the end of clause no. 80.3 of GCC.

9.1 The final payment by the OWNER/EIC in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the OWNER/EIC.

10.0 DELETED

11.0 **CONTRACT PERFORMANCE GUARANTEE**

11.1 Please refer clause no. 38 of ITB (Vol. I), & Bid Data Sheet (BDS).

11.2 In addition to above, following will also apply: -

a) In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.

b) The OWNER/EIC shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of Contractor failing to honor any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the OWNER/EIC. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the OWNER/EIC shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

c) Upon completion of the Works as per Completion Schedule stipulated in Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. Contractor shall also arrange for the Performance Guarantee to remain valid until expiration of the guarantee period for entire works covered under the contract.

d) In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the OWNER/EIC may without prejudice to any other right or remedy available to the OWNER/EIC, operate the Bank Guarantee to recover the Compensation for delay levy-able as per Price Reduction Schedule clause. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

12.0 TAXES, DUTIES AND LEVIES IN INDIA

12.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST (Goods and Service Tax), custom duty including applicable cess and GST etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labor Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold OWNER/EIC harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER/EIC arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST (Goods and Service Tax), custom duty including applicable cess & GST and any other tax as applicable. **Bidder shall take care of all applicable taxes & duties while submitting their prices**

12.2 OWNER/EIC shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

12.3 Any errors of interpretation of applicability of taxes / duties by bidders shall be to contractor’s account.

12.4 If any tax is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

12.5 As per Clause 171 of GST Act, it is mandatory to pass on the benefits due to reduction in rate of tax or from input tax credit to the consumer (OWNER) by way of commensurate reduction in prices. The supplier of goods/services may note the above and quote their prices accordingly.

13.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES, IF APPLICABLE

13.1 The Contractor agrees to and does hereby accept full and exclusive liability at is own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall not be varied in any way on this account.

14.0 SUBSEQUENT LEGISLATION

14.1 All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to Contractual Completion date shall be to the OWNER’s account but such Taxes

/duties imposed beyond Contractual Completion date shall be to the Contractor's account. However, if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

15.0 Deleted

16.0 Deleted

17.0 CUSTOM DUTY

17.1 The Contract Price shall be inclusive of Custom Duties including Cess and GST against all materials and consumables envisaged to be imported for incorporation in the permanent works. It shall be clearly understood by the Contractor that custom duty shall neither be paid nor reimbursed by owner/Consultant. Contractor shall be fully responsible for port clearance including stevedoring, handling, unloading, loading, storage, inland transportation and receipt of materials at site etc. and cost thereof shall be included in the contract price. The contractor shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard.

17.2 The CIF value of materials envisaged to be imported for the purpose of permanent incorporation in the works shall be indicated separately in the Price Schedule. The custom duty and other import duties payable on the CIF value of materials imported for the purpose of permanent incorporation in the work shall be paid directly by the contractor and are included in the contact price. However, the Owner/Consultant shall pay statutory variation in custom duty (except GST component), if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.

18.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

18.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

18.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer/Consultant, the Employer/Consultant may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer/Consultant, of the like amount in the form and from a Bank in India approved by the Employer/Consultant.

18.3 If for any reason the Employer/Consultant is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer/Consultant pay the same to the Employer/Consultant, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to submission of Bank Guarantee from a Bank approved by Employer/Consultant, by the Contractor in favor of the Employer/Consultant for an amount equivalent to amount of custom duty.

18.4 The obligations undertaken and/or any bond or facility provided by the Employer/Consultant to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @ 22% (Twenty two percent) per annum from the date of relative payment by Employer/Consultant up to the date of recovery in full.

19.0 ISSUE OF ESSENTIALITY CERTIFICATE-VOID

20.0 IMPORT LICENCE

20.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. OWNER/EIC shall not provide import license.

21.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

21.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

22.0 INTELLECTUAL PROPERTY

22.1 Neither OWNER/EIC nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to OWNER/EIC all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of OWNER/EIC or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

23.0 FIRM PRICE

23.1 The quoted prices shall be firm and shall not subjected to price escalation till the work awarded during the validity of ARC period is completed in all respects.

24.0 <u>WORKS CONTRACT</u>

24.1 The work covered under this contract shall be treated as "Works Contract".

25.0 <u>PROVIDENT FUND ACT</u>

25.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months **along with EPF Electronic Challan Cum Return (ECR) and on-line upload list of EPF Member.**

26.0 VOID

27.0 <u>CHANGE ORDERS/ EXTRA WORKS/ DEVIATIONS</u>

27.1 A change order will be initiated in case:

i) The OWNER/EIC directs the Contractor to include any addition to the scope of work not covered under this contract or delete any Section of the scope of the work under the contract.

ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the OWNER/EIC and for which cost and time benefits shall be passed on to the OWNER/EIC.

27.2 Any changes required by the OWNER/EIC before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

27.3 Any change order as above comprising an alteration which involves a change in the cost of the works (which sort of alteration is hereinafter called a “Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the EIC.

27.4 If the contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the OWNER/EIC in writing.

27.5 If there is a difference of opinion between Contractor and OWNER/EIC whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Para 27.7.8 and 27.7.9 here below.

27.6 Within 10(Ten) working days of receiving the comments from the Employer / Consultant on the documents submitted by the Contractor for approval, the Contractor's response in writing stating which item(s) is/are potential change (s), if applicable, will be submitted to the OWNER/EIC.

27.7 **Procedure**

27.7.1 During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by OWNER/EIC, they shall discuss the matter with OWNER/EIC's representatives.

27.7.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with OWNER/EIC's Representative.

27.7.3 In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.

27.7.4 If it is mutually agreed that the project requirement/Inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.

27.7.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.

27.7.6 The results of this study would be discussed mutually to enable OWNER/EIC to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.

27.7.7 If OWNER/EIC's representative accepts the change order in writing then Contractor shall proceed with the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to OWNER/EIC. The OWNER/EIC's representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the OWNER/EIC's representative a priced statement of the labor, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the OWNER/EIC, the voucher shall nevertheless be signed by the OWNER/EIC as a record of time worked and materials used. List and vouchers so signed will be the subject of negotiations between the OWNER/EIC and the Contractor regarding their cost's allocation.

27.7.8 In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, is not reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by OWNER/EIC's representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.

27.7.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.

27.7.10 Should the amount of Extra Work/ Change Order, if any, which the Contractor may be required to perform by the OWNER/EIC, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the works or for such Extra Work only, the OWNER/EIC and the

Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

28.0 VOID

29.0 <u>CONSTRUCTION EQUIPMENT AND ORGANIZATION</u>

29.1 **Schedule of Labour & Equipment Rates**

Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure- 9** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of manpower.

29.2 Equipment Hiring / Recovery Rates attached as **Annexure-10** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

30.0 <u>MECHANISED CONSTRUCTION</u>

30.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

30.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the OWNER/EIC/Consultant in this regard shall entertain no claim whatsoever.

31.0 <u>GENERAL GUIDELINES DURING AND BEFORE ERECTION</u>

31.1 Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.

31.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the support's saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.

31.3 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

31.4 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.

31.5 Various tolerances required as marked on the drawings and as per specifications and instructions of the Owner/ Engineer-in-Charge shall be maintained. Verticality shall be maintained. Verticality shall be verified with the Theodolite.

31.6 <u>ERECTION OF EQUIPMENTS</u>

31.6.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of OWNER/EIC.

31.6.2 Bidder shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.

31.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

32.0 VOID

33.0 <u>MEASUREMENT OF WORKS</u>

33.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of **Annexure-4** shall also apply.

34.0 <u>TERMS OF PAYMENT</u>

34.1 Basis and terms of payment for making “On Account Payment” shall be as set out in **Annexure-5**.

35.0 DELETED

36.0 <u>ISSUE OF OWNER SUPPLIED MATERIAL</u>

36.1 The conditions for issue of material and reconciliation refer enclosed **Annexure-8.**

36.2 The reconciliation of material shall be applicable only for the material issued by OWNER/EIC as free issue to the contractor.

37.0 **<u>LOCATION OF STORES</u>**

37.1 The Stores shall be situated at Rajahmundry (AP) or as intimated by EIC.

37.2 Void

37.3 Items issued as Free Issue Material (FIM) shall be collected by the Contractor from OWNER/EIC’s designated storage yard as directed by Engineer-in-Charge. Contractor shall arrange for handling of FIM including crane etc for loading/unloading, transportation of FIM to required site location free of cost.

38.0 STATUTORY APPROVALS

38.1 Employer shall obtain general in-principal permissions from most of the authorities having jurisdiction over the area as necessary for construction of the pipeline. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Employer at actual.

38.2 The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the OWNER/EIC to the contractor on production of documentary evidence.

38.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

39.0 TESTS AND INSPECTION

39.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.

39.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

39.3 The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

39.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

39.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

39.6 All results of inspection and tests will be recorded in the inspection reports, Performa of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

39.7 For materials supplied by OWNER/EIC, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the OWNER/EIC shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.

39.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.

39.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

40.0 INSPECTION OF SUPPLY ITEMS

40.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.

40.2 Inspection calls shall be given for associations of OWNER/EIC's representative as per mutually agreed programme in prescribed Performa with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from OWNER/EIC and copies shall be made available to OWNER/EIC before hand for undertaking inspection.

40.3 The contractor shall ensure full and free access to the inspection Engineer of OWNER/EIC at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

40.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of OWNER/EIC free of cost for carrying out inspection.

40.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of a OWNER/EIC and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

41.0 FINAL INSPECTION

41.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the OWNER/EIC brings them to his notice. The OWNER/EIC shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately

42.0 COMPENSATION FOR EXTENDED STAY

Refer ITB & BDS.

43.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

43.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.

43.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by OWNER/EIC. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to OWNER/EIC in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

43.3 OWNER/EIC will utilize these data for processing and verification of the Contractor's bill and payment."

44.0 <u>TEMPORARY WORKS</u>

44.1 All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

45.0 <u>DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE</u>

45.1 To distinguish between work in foundations and superstructures, the following criteria shall apply:

45.1.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done up to 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.

45.1.2 For Buildings only, all works up to level corresponding to finished floor level shall be treated as `Work in foundation' and all works above the finished floor level shall be treated as "Work in superstructure".

45.1.3 Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature and levels given anywhere.

45.1.4 Where not specifically pointed out all works in Cellars/ sumps, Tank Pads, Cable trenches, or such similar item would be taken as work in foundation.

46.0 <u>QUALITY ASSURANCE/ QUALITY CONTROL</u>

46.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.

46.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

46.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

46.4 The OWNER/EIC or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

46.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.

46.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

46.7 The Contractor shall adhere to the quality assurance system as per EIC Specification enclosed in the Bidding Document as **Annexure-6**.

47.0 <u>HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</u>

47.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as **Annexure-7**.

48.0 <u>SITE CLEANING</u>

48.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

48.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor. The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

48.3 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

48.4 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.

48.5 No extra payment shall be paid on this account.

49.0 <u>COMPLETION DOCUMENTS</u>

49.1 Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings to the "AS BUILT" stage (including all vendor/sub-vendor drawings for bought out items), all Free Issue Material (FIM) documents and provide the OWNER / Consultant, the following:

i) One complete set of all Drawings in PDF & Auto CAD formats.
ii) Three complete sets of reduced size (279 mm x 432 mm) prints

iii) Three complete bound sets of Contractor's specifications including design calculations
iv) Two copies of Daily Progress Report

v) Three sets of all raw data collected/generated for and during execution of the entire job.
vi) Construction Photo graphs (2 sets of hard copies) & Vidéos.

49.2 Complétion Document

49.2.1 The following documents (as per applicability depending on nature of work carried out) shall be submitted in hard binder by the CONTRACTOR in 4 (Four) sets, as a part of completion documents:

i) Welding Procedure Qualification Report.
ii) Welder Qualification Report.
iii) Radiographic Procedure Qualification.
iv) Radiographic Report along with radiographs (Radiographs only with the original).
v) Batch Test Certificate from manufacturers for electrodes.
vi) Hydrostatic and other test results & reports.
vii) Pre-commissioning/ Commissioning checklist
viii) Pre-commissioning/ Commissioning checklist.
ix) All other requirements as specified in the respective specifications.
x) As built drawings.
xi) Any other drawing/document/report specified elsewhere in the bidding document

Note: The Contractor shall be eligible to apply for issuance of completion certificate after submission of completion documents (as per applicability depending on nature of work carried out) as mentioned above.

50.0 COORDINATION WITH OTHER AGENCIES

50.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

51.0 VOID

52.0 UNDERGROUND AND OVERHEAD STRUCTURES

52.1 The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already available in the general layout drawings. Over and above contractor may encounter other structure/pipelines/ OFC etc. which may not be appearing in the available as built / general layout drawings, the contractor is required to collect such information on his own before commencing the work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the OWNER/EIC from and against any destruction thereof or damages thereto.

53.0 TEST CERTIFICATES

53.1 Bidder shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

53.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

54.0 ROYALTY

54.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, OWNER/EIC is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to OWNER/EIC for all the items involving Royalty.

55.0 VOID.

56.0 SITE FACILITIES FOR WORKMEN

56.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor.

i) Arrangement of first aid
ii) Arrangement for clean drinking water.
iii) Toilets
iv) Canteen where tea & snacks are available
v) A crèche where 10 or more women workmen are having children below the age of 6 years.

57.0 EXECUTION OF ELECTRICAL WORKS

57.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case contractor himself executes electrical works then he shall arrange valid electrical contractor license before start of electrical works at site. Not with-standing, contractor shall adhere to the entire safety standard as included in bidding document.

58.0 HYDROSTATIC TESTING

58.1 The bidder as per the technical specification along with their offer taking into account the completion schedule shall furnish the detailed procedure proposed for the hydrostatic testing of pipeline. The necessary piping, pumps etc. shall be provided by the contractor. The final disposal of water after testing shall be contractor's responsibility Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.

59.0 ARBITRATION

Refer ITB.

60.0 MAKE OF MATERIALS

60.1 The materials required to be supplied by the contractor under this contract shall be procured only for the makes/ manufacturer approved by EIC. The list of makes of materials mentioned elsewhere in the tender document is only indicative.).

Contractor shall obtain prior approval of Engineer-in-Charge for makes/ vendors/sub-vendors before placing order.

61.0 ADDITIONAL WORKS/ EXTRA WORKS

61.1 OWNER/EIC reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by OWNER/EIC Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

62.0 COMPENSATION FOR DELAY / PRICE REDUCTION SCHEDULE FOR ANY DELAY

62.1 Clause No: 27.0 of GCC, pertaining to Price Reduction Schedule stands modified to the following extent:

Price Reduction will be applicable @ ½ % of the Release order contract value per week of delay or part thereof in completion of work, subject to a maximum (ceiling) of 5% of Release order contract value.
For PRS purpose, Contract value shall be excluding of GST.

The price reduction schedule shall be applicable against individual release order with specific completion period and not on the total ARC value.

The compensation on account of any liability (lies) including penalties other than above shall be as per provisions of bidding documents and shall be applicable in addition to PRS.

63.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

The following schedules/documents/reports shall be prepared and submitted by the Bidder / Contractor for review/approval at various stages of the contract.

63.1 **After the Award of Contract**

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Annexure-3 to SCC of Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent.

The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The OWNER interface activities shall be clearly identified with their latest required dates. OWNER reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

c) <u>Overall Project Schedule</u>

The Contractor shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

d) <u>Progress Measurement Methodology</u>

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. OWNER reserves the right to modify the methodology in part or in full.

e) <u>Functional Schedules</u>

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

63.2 **Project Review Meetings**

The Contractor shall present the programme and status at various review meetings as required.

a) <u>Weekly Review Meeting</u>

Level of Participation	:	Contractor's/Consultant's RCM/ Site In-charge & Job Engineers.
Agenda	:	a) Weekly programme v/s actual achieved in the past week & programme for next week. b) Remedial Actions and hold up analysis. c) Client query/ approval.
Venue	:	Site Office

b) <u>Monthly Review Meeting</u>

Level of Participation	:	Senior Officers of OWNER/EIC and Contractors.
Agenda	:	a) Progress Status/ Statistics b) Completion Outlook c) Major holds ups/slippages d) Assistance required e) Critical issues

f) Client query/ approval

Venue : Office of OWNER, / or Site office at the discretion of OWNER/EIC

63.3 **Progress Reporting Performa**

A) Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:

a) Brief Introduction of the work.
b) Activities executed/ achievements during the month.
c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Sub-contracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.
d) Area of concern/ problem/ hold-ups, impacts and action plans.
e) Resources deployment status.
f) Annexure giving status summary for drawings, MRs, deliveries, sub-contracting and construction.
g) Procurement status for items to be supplied by Contractor.

B) Weekly Reports

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items:

a) Activities programmed and completed during the week.
b) Resource deployed men and machines.
c) Quantities achieved against target in construction
d) Record of Man days lost.
e) Construction percentage progress schedule and actual.

C) Daily Repots

a) Activity programme for the day
b) Progress of the previous day and commutative progress.
c) Manpower & machinery deployed.

63.4 **Progress Reports**

63.4.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

63.4.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

63.4.3 Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.

63.4.4 Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.

63.4.5 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

64.0 RESPONSIBILITY OF CONTRACTOR

64.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the OWNER/EIC/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the OWNER/EIC/Engineer-in-charge shall be carried out at no extra cost to the OWNER/EIC. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the OWNER/EIC.

64.2 All expenses towards mobilization at site and demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

64.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

64.4 Preparing approaches and working areas for the movement and operation of the cranes, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labor etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

64.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

65.0 CHECKING OF LEVELS

65.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

65.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

66.0 STORAGE FACILITIES

66.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

67.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

Please refer ITB.

68.0 INSURANCE FOR FREE ISSUE MATERIAL

68.1 Contractor shall at his own expense arrange, secure and maintain insurance cover for OWNER/EIC's supplied free issue materials as defined in Bidding Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be OWNER The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from OWNER/EIC's designated place of issue/ dumpsite to date of handing over the completed work to OWNER/EIC. The

Contractor shall at his own expense arrange, secure and maintain insurance cover for OWNER's supplied free issue materials as defined in Tender Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be OWNER

The approximate cost of free issue material to be supplied is Rs. 4.80 Crore

The Contractor may take the insurance as per the following schedule.

The schedule of insurance cover for free issue materials given above stands revised as follows:

From start of the work	-	**50% of value**
Upto 3 Months	-	**100% of Value**

The percentage is indicative in nature which may vary as per the material receipt.

69.0 INSURANCES IN INDIA

69.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER/EIC as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of OWNER/EIC against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the OWNER/EIC. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.

69.2 Any loss or damage to the equipment during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the Work is taken over by OWNER/EIC, shall be to the account of Contractor. 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 parts of the Work damaged or lost. Contractor shall provide the OWNER/EIC with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the OWNER/EIC immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the OWNER/EIC at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

69.3 Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the OWNER/EIC. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

69.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the OWNER/EIC may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.

69.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

70.0 VOID

71.0 VOID

72.0 SUBMISSION OF COLOURED PHOTOGRAPHS

72.1 The Contractor shall shoot, prepare and submit colored photographs in 2 sets to EIC site office along with monthly progress report covering all the activities of highlighting the progress or other areas of work. Similarly photographs for problem areas should be submitted well in advance with a proposed methodology to execute the works and meet the construction schedule. The cost of same shall be deemed to be inclusive in the rates and no separate payment shall be made.

73.0 **VOID**

74.0 **VIDEO RECORDING & PHOTOGRAPHS**

74.1 Contractor shall develop and submit a video recording of two hours duration covering the construction activities showing the nature and magnitude of the work along with construction photographs.

75.0 SINGLE POINT RESPONSIBILITY

75.1 The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

76.0 SPARES

76.1 Contractor shall procure and supply all spare parts required during commissioning of the various items / materials supplied by him as enumerated in the Bidding Document. The quoted lump sum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.

76.2 In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by the Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

77.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

77.1 In order to govern welfare and working conditions of laborers engaged in construction activities, the building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

a. The CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the CONTRACTOR should obtain registration within one month of the award of contract.

b. The CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.

c. Cess as per the prevailing rate, shall be deducted at source from bills of the CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

78.0 BONUS FOR EARLY COMPLETION

78.1 Bonus for early completion (Clause 27.3 of GCC-Works) shall not be applicable in this Contract.

79.0 VOID

80.0 VOID

81.0 STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAWS

1 The Contractor should produce necessary EPF Code before commencement of work.

2. The Contractor should produce necessary ESIIC Code before commencement of work or workmen who are not covered under ESII Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to OWNER.

3. The contractor(s) are required to submit copies Electronic Challan cum Return (ECR)/ Electronic Challan along with online list of contract workers / members for proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution with respective authorities for the contract workers engaged by him for the project, while submitting monthly bills.

4. It shall be the sole responsibility of the contractor (including Contracting firm / company) to obtain and to abide by all necessary licenses / permission from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

5. The Contract shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & miscellaneous Provisions Act, 195, the Employee State Insurance Act, 1948, the Contract Labour (Regulation & abolition) Act,197, the Inter-state Migrant workmen (Regulation of employment & conditions of services) Act ,1979, the Minimum Wages Act,1948, the Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, Payment of Bonus (Amendment)

Ordinance 2007 and other relevant Acts, Rules and Regulations enforced from time to time.

6. The contractor shall be responsible for required contributions towards P.F, Pensions, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering services to OWNER and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees and employer's contributions. The contractors shall also be responsible to pay any administrative / inspection charges thereof, wherever applicable in respect of the personnel employed by him for the work of OWNER

7. The contractor shall regularly submit all relevant records / documents to OWNER representative for verification and upon such satisfaction only, OWNER will allow reimbursement of the amount paid.

8. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), Hyderabad from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer–In-Charge (EIC). The Engineer In-charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. The contractor after disbursing the wages in the presence of Engineer –In-Charge shall submit the copy of the register of wages to the management every month which shall necessarily contain following certification by the Engineer- In- Charge

"Certified that the amount shows in column No ………… has been paid to the workman concerned in my presence on ………………… at ……………..…".

If the contractor intends to pay the monthly wages/salaries to the workmen though bank/cheque, the necessary proof of payment (salary remittance proof) shall be submitted to the EIC. In this regard,

9. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.

10. The contractor shall indemnify OWNER/EIC against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.

11. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.

12. No, labour below the age of 18 year shall be deployed.

13. In case the contractor intends to engage the labour from outside the state where project is being executed, they should comply with legal provisions under Inter-State Migrant Act.

14. The contractor shall be responsible to engage competent supervisor and monitor the jobs being performed by the persons to be deployed by the contractor.

15. The Contractor/Contracting firm shall obtain comprehensive insurance policy

covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of OWNER or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

16. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify OWNER from such liabilities.

17. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.

18. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant/Terminal premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, OWNER may terminate the contract.

19. The contractor/contracting firm shall indemnify OWNER against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.

20. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

21. The persons to be deployed should be on rolls of the contractor/contracting firm.

22. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from security in respect of all their personnel.

23. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.

24. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

25. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), if he engages 20 or more workmen/labours

26. OWNER is empowered to impose punitive fines on contractor for violation of their safety rules & regulation.

Any condition given in Standard Conditions of SCC shall be overriding in this regard.

82.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, OWNER may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

83.0 SUB-LETTING OF WORKS

Pursuant to Clause No. 37 of GCC-Works:

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill.

84.0 WAY BILL / ROAD PERMIT: Shall be issued by OWNER only for transportation of free issue material from one state to another.

85.0 JOINT MEASUREMENT OF WORK EXECUTED BILLING, INVOICE AND PAYMENTS.

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents/ Procedure of OWNER.

86.0 OPPORTUNITY OF EMPLOYMENT TO THE PEOPLE, BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

Refer ITB.

87.0 COMPLETION CERTIFICATE

Refer GCC & ITB.

88.0 LOCAL EMPLOYMENT

In order to encourage local employment, contractor shall endeavor to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

89.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OWNER. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to OWNER in this respect and the

Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

90.0 PLANT, MACHINERY AND SHUTTERING MATERIAL ADVANCE: Not Applicable for this tender

91.0 SECURED ADVANCE AGAINST MATERIAL BROUGHT AT SITE: Not Applicable for this tender

92.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA :

The following provision shall be considered as a part of General Conditions of Contract-Work:

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

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

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for the bidders to refer Vulnerability Atlas of India for multi- hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of.

i) Seismic zone (II to V) for earthquakes,
ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
iii) Area liable to floods and Probable max, surge height
iv) Thunderstorm history
v) Number of cyclonic storms/severe cyclonic storms and max sustained

wind specific to coastal region

vi) Landslides incidences with Annual rainfall normal

vii) District wise Probable Max. Precipitation."

93.0 ANNUAL RATE CONTRACT CONDITIONS: -

i. The ARC contract shall be valid for **1.5 Years** from the date of issuance of Fax of Acceptance (FOA).

ii. OWNER can award to contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract.

iii. Contract Performance Bank Guarantee (CPBG) shall be applicable as per ITB cl. no. 38 & Bid Data Sheet (BDS).

iv. Separate release order (s) will be placed for required work during the validity of Rate Contract. Price Reduction Schedule for delay in completion, Defect Liability Period and contract value for Limitation of Liability will be applicable for each order (i.e. Release order) separately.

Completion period will be counted from date of release of order (letter of intimation).

v. Owner envisages that there can be more than one front / section for performance of work (like Welding, Lowering of Pipes, civil works, etc) at a time, accordingly contractor shall be required to work for the all front / sections simultaneously and each front / section shall be dealt exclusively separate so that project(s) schedule can be adhered to and completed on or before the date of completion.

vi. Quantity in SOR is estimated and payment will be made on actual work done basis based on release order (s) issued.

2.0 ANNEXURES TO SCC

ANNEXURES TO SCC

C O N T E N T S

SCOPE OF WORK

(ANNEXURE-1 TO SPECIAL CONDITIONS OF CONTRACT)

1.0 SCOPE OF WORK

The scope of work includes supply, erection, testing and commissioning of Mechanical works, Electrical works, Instrumentation works along with associated works which include structural works for mechanical/electrical equipment & mechanical piping etc. (except Building/Non-Building Civil works, Architectural works & Structural works) of CNG Stations/DRS/DCU etc. (12 Nos. approx..) at East & West Godavari Geographical Area being developed by M/s Godavari Gas Private Limited.

Work envisaged under this contract is mainly work related to DBS at tentative 12 no. locations. Civil work pertaining to the stations is excluded from instant contract as it is either partially completed or envisaged to be completed through separate contract by GGPL/OMCs.

Note:

1. Number and type of CNG Stations/DRS/DCU etc. shall be developed as per work front made available and the same may vary as per project requirement.
2. The scope of work mainly pertains to the part works to be undertaken for completing DBS/DRS/DCU etc. at East & West Godavari Geographical Area.

SCOPE OF SUPPLY

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

Owner's scope of supply shall be as specified in Particular Job Specification (if any), Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-8 to Special Conditions of Contract.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

TIME SCHEDULE

(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT)

ANNEXURE-3 TO SCC

TIME SCHEDULE

The work shall be carried out on Annual rate contract basis. The validity of Annual Rate Contract shall be for a period of 1.5 years (18 months) from the date of issuance of FOA. The Completion period for various types of stations shall be as follows:

1. For supply, erection, testing and commissioning of Mechanical works, electrical Works, Instrumentation works along with associated works which include structural works for mechanical/electrical equipment & mechanical piping etc. (except Building/Non-Building Civil works, Architectural works & Structural works) for brown field CNG Stations/DRS/DCU/CGS – **2 (Two) Months for each Station from the date of–intimation letter/mail or date of handing over of the work front for the Station (s), whichever is later.**

Notes:

1. As per the availability of the work front for the each or multiple CNG Stations /DRS/DCU, contractor can be asked to carry out the works concurrently and the same are to be completed as per the above-mentioned time schedule.
2. Intimation to start the works conveyed during meeting and recorded in Records Note of Meeting/ Minutes of Meeting/ Kick off Meeting shall also be considered as the **Date of Intimation.**
3. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge (EIC).

____

(**STAMP & SIGNATURE OF BIDDER**)

MEASUREMENT OF WORK

(ANNEXURE- 4 TO SPECIAL CONDITIONS OF CONTRACT)

MEASUREMENT OF WORK

1.0 GENERAL

1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.

1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved/Issued for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.

1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters, centimeters and millimeters as appropriate.

1.5 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.

1.6 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.

1.7 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

i)	Weight	:	MT or Kg
ii)	Length	:	M (Metre), CM (centimeters) and MM (millimeters)
iii)	Number	:	No.
iv)	Volume	:	Cu.M
v)	Area	:	Sq.M

1.8 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorized agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved Performa in triplicate to the Engineer-in-Charge of the work.

2.0 ELECTRICAL WORKS

2.1 Cables

The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including that of loops provided and paid accordingly.

2.2 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings are sent separately (for panels etc.) to facilitate transportation then erection weight shall be inclusive of all mountings. For structural steel measurements/payment shall be made as per finished items.

3.0 INSTRUMENTATION WORKS

3.1 Measurement of primary piping/ tubing between piping or equipment on one side and the instrument on the other side will be from the first break flange or tubing fitting up to the first block valve of fabricated instrument manifold or up to first tee of instrument manifold for integral type manifolds. All piping / fittings at the first block valve or the piping / equipment side up to break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments up to 1.5 meters individually or each drain connection shall be excluded.

3.2 Air lines and any other utility lines will be measured from end to end including valves and pipe fittings.

3.3 Copper tube measurement will be taken between the two fittings of the copper tube.

3.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.

3.5 Multi-core cables/multi-tubes will be measured between the junction box and its termination inside the control room."

3.6 Two/Three core cables shall be measured between two end terminals.

3.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's storage points to contractor's store/workshop and the same are deemed to be included in the unit rates for the respective item of work."

3.8 Erection Weights

The weights mentioned in the drawings or shipping list shall be the basis of payment. If mountings are sent separately (for panel etc.) to facilitate transportation then erection weight shall be inclusive of all such mountings. For structural steel, measurements / payment shall be made as per finished items."

4.0 PAINTING ON EQUIPMENTS /STRUCTURAL STEEL ETC.

a) EQUIPMENTS

I) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.

II) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON STEEL STRUCTURE

I) Payment for steel structures shall be made on the basis of admissible weight of structure painted.

II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.

TERMS OF PAYMENT

(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)

(A) TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Owner's representative. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work. All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill. Owner will release payment through e-payments only as detailed in the bidding document.

1.0 CNG STATION WORKS

1.1 Tubing Works (Laying)

a) 70% on erection and alignment complete to achieve mechanical completion.
b) 20% on completion of all testing.
c) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

1.2 Items including supply & Erection of finished goods (Mechanical, and Instrumentation)

a) 5% on placement of order on sub-vendor.
b) 65% on receipt of material at site and acceptance thereof.
c) 15% on erection, alignment, grouting, painting, etc.
d) 5% on testing.
e) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

1.3 Items including supply of finished goods (Mechanical, Electrical and Instrumentation)

a) 5% on placement of order on sub-vendor.
b) 85% on receipt of material at site and acceptance thereof.

c) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

1.4 **Equipment Erection Works**

a) 45% on installation in position.
b) 30% after initial alignment, leveling and grouting.
c) 15% after final alignment and making ready for commissioning.

d) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

1.5 **Electrical and Instrumentation Erection Works**

a) 80% on completion of installation.
b) 10% on testing.
c) 10% on completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order.

1.6 **For Lump-sum Items**

For all lumpsum items included in schedule of rates, contractor shall furnish price break-up for quoted lumpsum prices for the approval of Engineer-in-charge. Payment for such item shall be made accordingly. In this regard decision of Engineer-in-charge shall be final and binding to the bidder.

1.7 **Supply of Materials and All Other Works not covered above**

a) Completion of individual items of work : 90% progressively

b) Completion of all activities and their acceptance. Submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order. : 10%

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation/requirement and recommendation by Engineer-In charge and approval of Construction-In-Charge.

2.0 PAYMENT METHODOLOGY

1. The contractor shall raise invoices on fortnightly basis. Bidder shall enclose all documents as per check list issued by Owner during kick off meeting/ checklist in tender (if any)/ other documents as intimated during the course of execution.

2. Ad-hoc payments of 75% of eligible running account bill (RA Bill)/ due stage payment (except against pre- final bill (i.e., bill prior to final bill) and final bill)), shall be made within 10 working days of the submission of the RA Bill to engineer in charge /PMC. The remaining payment is also to be made after final checking of the RA Bill within 28 working days of submission of RA Bill by the contractor.

3. Employer will release payment through e-payments only as detailed in the Bidding Document.

4. Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.

5. All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill.

6. Delete.

7 The contractor shall submit monthly RA bills in prescribed pro-forma in triplicate along with the following documents:-

1. Measurement sheets duly verified and certified by EIC, in support of the works executed as per SOR for the billing period.
2. Copy of PF remittance challan.
3. Copy of ESIC remittance.
4. Copy of Wage register.
5. Two sets of Construction Photographs

In the absence of the requisite documents, the bill shall be returned to the contractor.

8 VOID.

9 Successful bidder(s) to submit material reconciliation certificate along with each bill.

10 VOID.

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

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

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

12 All bills are to be submitted through Central Dak System at respective site, as under:

1. All Bills should be submitted in a Closed Envelope.

2. Following details should be written on the cover of the Closed Envelope without fail:

- Vendor Name & Vendor Code
- Invoice Number with Date of Invoice
- Invoice Amount
- Name of the Engineer In Charge
- Nature of Bill

SPECIFICATION
FOR
QUALITY ASSURANCE SYSTEM REQUIREMENTS

(Annexure - 6 to SCC)

(For Details - Refer Vol.-II of the Tender)

STANDARD SPECIFICATION
FOR
HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
MANAGEMENT AT CONSTRUCTION SITES
(ANNEXURE – 7 to SCC)
(FOR DETAILS – REFER VOL-II OF THE TENDER)

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL
(ANNEXURE – 8 to SCC)

1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.

1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.

1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.

1.4 No material shall be allowed to be taken outside the plant without a gate pass.

1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 **RETURN OF UNUSED MATERIAL**

1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).

1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.

1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.

1.6.4 Penal Rates for non return of material

Sl. No.	Material	Penal Rates
(a)	Penal rate for non return of	Issue Rate + 25%

	accountable scrap	or Landed Rate + 25% (in case issue rate are not indicated in the contract)
(b)	Penal rates for non return of Unused material/excess scrap	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)

NOTE: 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner.

2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

2.0 PIPING MATERIALS

2.1 All pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape will be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.

2.2 The scrap allowance for pipes issued by the Owner shall be 3% (2½% accountable + ½% non accountable) of the actual consumption as incorporated in the works.

2.3 All pipes in length of 2 m and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer's name, heat number/batch number and test certificates). Pipes in lengths less than 2 m shall be treated as scrap.

2.4 For the non account of pipes drawn by the Contractor over and above the actual consumption as determined by the Engineer-in-Charge, plus 3% (2½% accountable + ½% non accountable) thereof to cover the scrap allowance, recovery at penal rate shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

2.5 All unused/scrap pipes, valves, flanges, forged fitting-like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores. In case the Contractor fails to do so then recovery for such quantity of pipes not returned by the Contractor at the penal rates shall be affected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

3.0 EQUIPMENTS

Various equipment/materials intended for the installation will be received by Owner in unpacked, skid mounted crated, packed or loose condition and will be stored in the warehouses and open yards. In general, materials will be issued to the Contractor in 'as received' condition. It will be the Contractor's responsibility to draw, load and transport all materials from Owner's designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

4.0 CABLES

4.1 Appropriation of cables shall be done as follows:

4.1.1 All the surplus and serviceable cables out of the cables quantity(ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.

4.1.2 The Contractor shall be allowed a cutting/wastage allowance of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

4.1.3 All cables being returned to store should carry Aluminum sheet tags indicating the size & type of cable. Cables of less than 15 meters length will be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.

4.1.4 While carrying out material appropriation with the Contractor, the above points will be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on Lot basis.

4.1.5 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates.

5.0 LINE PIPES

5.1 All bare line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape will be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner's storage points after bevelling, shall be considered as serviceable material provided:

5.1.1 Corrosion Protection Coating is intact.

5.1.2 Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorised inspector as per approved procedure.
All cut pieces of pipes measuring less than 2 M will be treated as wastage/scrap.

5.2 For the purpose of accounting of line pipes, following allowances shall be permitted:

a)	Unaccountable wastage	0.1%
b)	Scrap (All cut pieces of pipes measuring less than 2 Meter)	0.25%
c)	Serviceable materials (All cut pieces of pipe measuring 2 Meter and above)	0.5%

Scrap shall be accounted at actual as per site assessment subject to maximum limits as stated above.

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline

5.2.1 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given in the contract.

HIRING/RECOVERY RATE FOR DEPLOYMENT OF MANPOWER
(Annexure- 9 of Special Condition of Contract)

HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are "all inclusive". These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit, insurance, transportation and travel time.

2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.

3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorata basis.

SR NO.	CLASSIFICATION PERSONNEL	RATE PER DAY OF NORMAL HOURS	RATE PER HOUR FOR OVER TIME, SUNDAY & HOLIDAY
		IN RS.	IN RS.
1	FOREMAN	2475	540
2	SURVEYOR	1750	385
3	SUPERVISOR	2750	600
4	ENGINEER	3500	775
5	SAFETY OFFICER	2750	600
6	GAS CUTTER	1155	250
7	GRINDER	1155	250
8	BRICK MASON	800	175
9	STONE MASON	800	175
10	STRUCTURAL WELDER	1650	360
11	QUALIFIED ARC WELDER-AUTOMATIC	2250	490
12	QUALIFIED ARC WELDER-MANUAL	1750	385
13	WATCHMAN/HELPER	650	140
14	CIVIL LABOUR (UNSKILLED LABOUR)	650	140
15	PIPELINE FITTER	1000	220
16	STRUCTURAL FITTER	850	185
17	COATER	850	185
18	MECHANIC	850	185
19	SITE EQUIPMENT/MACHINE OPERATOR	850	185
20	HEAVY MACHINE OPERATOR	1000	220
21	HEAVY DUTY DRIVER	1000	220

SR NO.	CLASSIFICATION PERSONNEL	RATE PER DAY OF NORMAL HOURS	RATE PER HOUR FOR OVER TIME, SUNDAY & HOLIDAY
22	ELECTRICIAN	1000	220
23	FABRICATOR	1000	220
24	CARPENTER	800	175
25	PLUMBER	800	175
26	PAINTER	800	175
27	CABLE JOINTER	800	175
28	FUSION OPERATION/JOINTER	850	185
29	INSTRUMENTATION TECHNICIAN	850	185
30	INSULATOR	700	150
31	RIGGER	750	165
32	BHISTI (WATER MAN)	650	145
33	DOCUMENT CONTROLLER	1000	220
34	ACCOUNT OFFICER	1500	330
35	STORE KEEPER/INCHARGE	1000	220

(SIGNATURE OF BIDDER)

NOTES: -

1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
3. The recovery rates shall be the rates provided above plus 20% (twenty percent).

EQUIPMENT HIRING/RECOVERY RATES
(Annexure - 10 of Special Condition of Contract)

EQUIPMENT HIRING/RECOVERY RATES

Sl. No.	Equipment	HIRING / RECOVERY RATES (IN INR) (Per Day): 8 Hrs INCLUDING CONSUMABLES & FUEL
1.	Excavator / Back Hoe-Ex 280 / 300 & Above or Equivalent	10,000
2.	Excavator / Back Hoe-Ex 200 & Above or Equivalent	8,000
3.	Pipe Layer/Side Boom – 70 T & Above Capacity	10,000
4.	Pipe Layer/Side Boom – 60 T & Above Capacity	9,500
5.	Pipe Layer/Side Boom – 40 T & Above Capacity	8,500
6.	Pipe Bending Machine	7,500
7.	Dozer with Ripper – D7/D6 or Equivalent	6,500
8.	DG Welding Machines	1,800
9.	Semi Auto Welding Machines	2,500
10.	Dozer with Ripper – D8 or Equivalent	10,000
11.	Hydra (upto 10 MT)	4,000
12.	Hydra (above 10 MT - upto 25 MT)	5,000
13.	Hydra (above 25 MT)	5,800
14.	Horizontal Auger Boring Machine with Rock breaking tool	4,500
15.	Pipe Clamp (Pneumatic/Hydraulic) – Internal	1,500
16.	Tyre Mounted Cranes (above 10 and upto 30 MT)	7,500
17.	Tyre Mounted Cranes (above 30 and upto 75 MT)	15,000
18.	Tyre Mounted Cranes (above 75 MT)	25,000
19.	X-Ray M/C – Internal Crawler	2,500
20.	X-Ray M/C – External	2,500
21.	Gamma Source	750
22.	Water Lifting Pump (400 m3/hr. & above)	900
23.	Filling Pumps (400 TO 1000 M3/HR)	950
24.	Pressurization Pump – Motorized	3,500
25.	Induction/Resistance Heating Equipment or LPG Multi Torch.	4,000
26.	Air Compressor – (300CFM)	4,000
27.	Air Compressor – (450/600/800 CFM)	4,200
28.	Air Compressor – (1000-1500 CFM)	4,500
29.	D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators)	5,000
30.	Blast Cleaning Machine	500
31.	Pipe Trailers (FB / Semi Low Bed)	7,000
32.	Mono drill crawler mounted	3,500
33.	Hand drill(pneumatic)for rock blasting	2,500

Sl. No.	Equipment	HIRING / RECOVERY RATES (IN INR) (Per Day): 8 Hrs INCLUDING CONSUMABLES & FUEL
34.	Rock breaker attachment	4,000
35.	Dozing Pump	500
36.	Bevel Cutting Machine –Manual	750
37.	UT Machine with operator	1,500
38.	Dewatering Pump	1,500
39.	Holiday Detector Unit	500
40.	Dead WT Tester	500
41.	Dumper / Tippers	4,000
42.	Pipe locator	500
43.	Pipe Clamp – External	600
44.	Pipe Trailer for Coated Line Pipe	7,500
45.	Rock Breaking Machine with Excavator	10,000
46.	Grinding machine	250
47.	Gas cutting set with cylinders	750
48.	Trucks (upto 9 T) with driver	5,000
49.	Car/Jeep with driver (5 Seater)	2,000
50.	Car/Jeep with driver (7 Seater)	2,500
51.	Tractor with trolley	2,000
52.	Tripod with 5 Tons Chain Pulley Block	400
53.	Pneumatic Drill (Tractor mounted for blasting) with Compressor	5,000
54.	JCB Excavator	8,000
55.	JCB Excavator with rock breaking tool	12,000
56.	Moling machine (Manual)	3,000
57.	Moling machine (Machine)	5,000
58.	Fusion jointing Machine	5,000
59.	Concrete mixer 0.25 to 0.40 Cum with hopper or as required.	1,000
HDD equipments		
60.	HDD Rig with all Equipments & Accessories (Cap upto 50 T) (Soft Strata)	20,000
61.	HDD Rig with all Equipments & Accessories (Cap upto 50 T) (Rock Strata)	25,000
62.	HDD Rig with all Equipments & Accessories (Cap above 50 T and upto 100 T) (Soft Strata)	30,000
63.	HDD Rig with all Equipments & Accessories (Cap above 50 T and upto 100 T) (Rock Strata)	40,000
64.	HDD Rig with all Equipments & Accessories (Cap above 100 T and	80,000

Sl. No.	Equipment	HIRING / RECOVERY RATES (IN INR) (Per Day): 8 Hrs INCLUDING CONSUMABLES & FUEL
	upto 200 T) (Soft Strata)	
65.	HDD Rig with all Equipments & Accessories (Cap above 100 T and upto 200 T (Rock Strata)	100,000
66.	HDD Rig with all Equipments & Accessories (Cap above 200 T and upto 350T) (Soft Strata)	115,000
67.	HDD Rig with all Equipments & Accessories (Cap above 200 T and upto 350T (Rock Strata)	140,000
68.	HDD Rig with all Equipments & Accessories (Cap above 350 T) (Soft Strata)	150,000
69.	HDD Rig with all Equipments & Accessories (Cap above 350 T) (Rock Strata)	180,000

NOTES: -

1. Rates are inclusive of operators / drivers / Fuel /POL and consumables.
2. Rates are inclusive of contractor’s overheads & profit.
3. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
4. The recovery rates shall be the rates provided above plus 20% (twenty percent).
5. Hiring rates of above equipments are for one shift (i.e. 8 Hrs). Hiring rates for two shifts i.e. 16 hrs are 1.25 times of above rates & hiring rates for three shifts i.e. 24 hrs are 1.5 times of above Rates.
6. Notes for HDD equipment: -
    a. Rates are inclusive of operators / drivers / Fuel /POL and consumables.
    b. Rates are inclusive of contractor’s overheads & profit.
    c. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
    d. The recovery rates shall be the rates provided above plus 20% (twenty percent).

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(SIGNATURE OF BIDDER)

STANDARD CONDITIONS OF SCC

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Annexure- I

STANDARD CONDITIONS OF SCC: PART I
Not Applicable for this tender

Annexure-II

STANDARD CONDITIONS OF SCC: PART II

Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. **The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965** or **The Code on Wages, 2019 (after it comes into force)**

1.1. **Minimum Wages:**

a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).

b. **Wage period and monthly wages**: Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of GGPL.

Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction for absence = days of absence x applicable wage rate

1.2. **Payment of Wages:**

a. The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of GGPL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of GGPL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

1.3. **Payment of Bonus:**

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

For service contracts, the payment towards the bonus/ex-gratia **(made on yearly basis)** shall be released / reimbursed to the contractor, after submission of proof of payment. No reimbursement shall however be applicable in works contract.

2. **Leaves/ Leave with wages/ Holiday:**

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days (this provision may vary from state to state).
iii. As per the **Industrial Establishment (National & Festival Holidays, Casual & Sick Leave) Act, 1965 / Negotiable Instrument Act 1881 / Shops & Establishment Act (as applicable)**: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

3. **The Employees' Provident Fund & Miscellaneous Provisions Act 1952**

a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.

b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.

c) The Contractor is required to submit copies of ***separate e-Challans / ECR alongwith proof of payment/receipt*** in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in GGPL**. The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.

d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the

Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the ***International Worker Portal of EPFO***.

4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)

a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.

b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children**.

6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 5 Lakhs** (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

7. **The Payment of Gratuity Act, 1972**

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from GGPL.

8. **The Contract Labour (R&A) Act, 1970**

a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.

b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.

c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.

d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.

e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of GGPL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.

f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of General Conditions of Contract shall be taken. Further,** GGPL as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:

a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
b) The Maternity Benefit Act, 1961
c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
e) Contract Labour (R&A) Act-1970
f) Employees' Provident Fund & Misc. Provisions Act- 1952
g) Employees' State Insurance Act-1948
h) Employees' Compensation Act, 1923
i) Payment of Gratuity Act, 1972
j) Minimum of Wages Act,1948
k) The Payment of Wages Act,1936
l) The Payment of Bonus Act,1965

STANDARD CONDITIONS OF SCC: PART III

Responsibilities of the Contractor

1. The Contractor shall be solely responsible and indemnify GGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.

2. The Contractor shall indemnify GGPL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.

3. The Contractor shall indemnify GGPL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against GGPL.

4. The Contractor shall also indemnify GGPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.

6. **Age**: No resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, maximum age of resources deployed under the contract would be 60 years. (In case of Security and Fire & Safety Services, no resource below the age of 18 years shall be deployed by the contractor for the execution of the contract. However, in view of nature of business operation and nature of duty, for efficacy & efficiency purpose, resources will be deployed up to the age of 58 years. However, the age limit can be relaxed for a further period of two (02) years up to the age of 60 years if the contract worker is competent, efficient and medically fit i.e. physically fit with good health, good eye sight without any disease. The contractor has to produce Medical Fitness Certificate, to this effect, against such contract workers if deployed beyond 58 years.)

7. **Appointment/Nomination of supervisor:**
   As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.

8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.

9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of GGPL while at the site/work. All existing and amended safety / fire rules of GGPL are to be followed at the work site by the Contractor and his deployed resource(s).

10. **Personal Protective Equipment / Safety Kit and Liveries**: Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.

11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation,

insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify GGPL from such liabilities.

12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / GGPL's Doctor.

13. No resource(s) or representatives of Contractor (including Contractor) be allowed to consume alcoholic drinks or any narcotics within the premises of GGPL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.

14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe** and **Other Backward Class** in order to have a fair representation of these sections of the society.

15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity to** candidates with experience of **apprentice training in GGPL** under the provisions of the Apprentices Act, 1961.

16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of GGPL or at a place **within a radius of three kilometers**.

17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.

18. **Gate/ Entry Pass or Authorization:**
    Entry to the premises of GGPL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.

20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

21. **Police verification**
    a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in GGPL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
    b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of GGPL under this contract awarded to him.
    c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
    d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of GGPL and has come to the notice of GGPL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of GGPL.

22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.
23. *The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge.*
24. *The contractor shall ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO Portal.*

STANDARD CONDITIONS OF SCC: PART IV

Compliance of Government of India Directives

1. **Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)**

   Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of GGPL. The Contractor shall submit evidence / proof to GGPL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. **Labour Identification Number (i.e. LIN) Registration (Mandatory)**

   The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in GGPL.

3. **Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana– if applicable**

   In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY) /Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contracts, the Contractor shall inform GGPL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

Annexure-V

STANDARD CONDITIONS OF SCC: PART V

Records and Registers

1. **Maintenance of records and registers**

   The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:
   a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
   b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
   c) Labour Codes (after they are made effective by Government of India)

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:
   a) Employee Register in FORM A (to be replaced by FORM – IV of Code on Wages-2019 after it comes into force)
   b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019 after it comes into force)
   c) Register of Loan / Recoveries in FORM C
   d) Attendance Register in FORM D
   e) Register of rest/leave/leave wages in FORM E
   f) Copies of Wage Slips in FORM XIX (to be replaced by FORM – V of Code on Wages-2019, after it comes into force)
   g) Copies of Employment Card in FORM XII

3. **Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract**

   a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

   i. Details as required for issuance of **FORM - VII (Notice of Commencement of Work)**
   ii. Application for issuance of **FORM –III** (**Form of Certificate by Principal Employer**) for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
   iii. Copy of **FORM - VI** (**License**) before commencement of work if 20 or more resources are engaged.
   iv. Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
   v. Copy of **ESI Registration Certificate** issued by concerned ESIC.
   vi. Copies **Insurance Policy(ies)** as mentioned at ***Annexure-iv***
   vii. Copy of **Labour Identification Number (i.e. LIN)** Registration done in **Shram Suvidha Portal** of Govt. of India.
   viii. Copy of registration under the Building and Other Construction Workers (RE&CS) Act, 1996 in case he employs ten or more building workers in any building or other construction work.

   b) At the time of submission of monthly bills

   i. Copy of **Employee Register in FORM – A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM – **IV** (of Code on Wages-2019, after it comes into force).
   ii. Copy of **Wage Register in FORM – B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM – I of Code on Wages-2019, after it comes

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into force) duly certified by **authorized representative** of the Contractor and **authorised person** in GGPL certifying as "***Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on------(date) at -------(place)***" along with **copy of bank statement** duly certified by bank and *copy of online transaction statement against each resource with details of name, account number, amount paid & date of payment* as proof of **Cashless Transaction / Payment of wages through e-banking/digital mode**.

iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the ***Separate eChallans / ECR,*** bank receipts/bank statement in respect of resources deployed in GGPL in the previous month in this contract. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.

iv. Dully filled in statement as per ***Annexure- i.***

v. Copy of Wage Slips in FORM XIX

vi. *Proof of deposit of Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable)*

c) At the time of closure of contract

i. **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying GGPL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Format for Indemnity Bond is enclosed at ***Annexure- ii.***

ii. Copy of the **Wage Register** in **FORM – B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.

iii. Copies of **Service Certificates** issue to resource in **FORM VIII**

iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.

v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**

vi. Copies of FORM-C & FORM –D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.

vii. Copy of proof towards release of Leave Encashment

viii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.

ix. *Proof towards PF KYC compliance of contract workers*

x. *Proof of deposit of total Cess under The Building and Other Construction Workers' Welfare Cess Act, 1996, (if applicable) with final assessment from respective Cess Collector(s).*

4. **Verifications of bills and documents submitted by the Contractor**

Before certifying/verifying the running/ final bill/invoice of the Contractor, the designated EIC of the respective contract of GGPL, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect, GGPL shall take appropriate action against the Contractor under relevant conditions as available in the tender document.

Annexure-i

Statement in support of RA Bill for the Month of _____, 20__

(1) Name of the Firm/Agency/Contractor ______________________________________
(2) Nature of Contract: Job/ Service ____
(3) Period of Contract: From _______to __________
    (a) Extension Period of Contract, if any from _________to __________
    (b) Place where contract workmen are working ____________________
(4) Postal address of the Contractor: ____
(5) Phone No. of the Contractor: ____
(6) Fax No. and Email of the Contractor: ______________________________________
(7) Name and Address of PF office from where EPF Code No. has been allotted: ____
(8) EPF Code No. allotted by PF office: ____
(9) Name and Address of ESIC office from where ESI Code No. has been allotted: ____
(10) ESI Code No. allotted by ESIC office: ______________________________________
(11) Labour License No. _______________ dated ________________
(12) Validity period of Labour License from __________to ______________
(13) Detail of Resource engaged by the Contractor:

Category	**No. of Resources**		**Prevailing Minimum Wages**
	Male	**Female**	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

(14) Copy of Wage Register in FORM – B (to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
(15) Details of deposit of contribution towards EPF:
    a) EPF Challan No. _______________Amount ________________ Date____________
(16) Details of Deposition of contribution towards ESI
    a) ESI Challan No. ____________Amount _____________ Date ______________
(17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: ____ (Yes / No)
    If Yes, No. of such Inter-state Migrant Workers: ______________

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:

Annexure-ii

INDEMNITY BOND

WHEREAS Godavari Gas Private Limited (hereinafter referred to as GGPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at Rs. No: 386/2, Beside NAC Building, Industrial Area, Near ITI College, Dowleswaram, Rajamahendravaram East Godavari – 533125, A.P. has entered into a CONTRACT with <***name of the Contractor***> Incorporated (hereinafter referred to as the ('CONTRACTOR') which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office -------------------------------- for Rs. ------------for <***NAME OF THE CONTRACT***> **---- for a period of----------------**" and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. --------------------------------and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

GGPL has also requested the CONTRACTOR to execute an Indemnity Bond in favour of GGPL indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of GGPL for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGPL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to GGPL forthwith, on demand, without protest the loss suffered by GGPL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with GGPL that:

(i) This Indemnity Bond shall remain valid and irrevocable for all claims of GGPL arising from any such contract/case for which GGPL has been made party until now or here-in- after.

(ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

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

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:

__Annexure- iii__

VOID

Annexure - iv

Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:

Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m. currently)	Maximum **Compensation Liability** under Employee's Compensation Act, 1923 along with **a Medi-claim Floater Policy with a coverage of Rs. 3 Lakhs per resource covering his/her spouse and two children**	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: **Rs. 5 Lakh** to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Matri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	**Accidental** death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of **death due to any reason**	

SECTION-VI

PARTICULAR JOB SPECIFICATIONS & SCOPE OF WORK

(Refer Vol. II, SOR, etc for details)

SECTION-VII

SCHEDULE OF RATES

(Excel sheet of BOQ available on Petroleum ewizard portal: https://petroleum.ewizard.in/)

	TENDER DOCUMENT FOR MECHANICAL AND ELECTRICAL WORKS FOR CONSTRUCTION OF CNG DAUGHTER BOOSTER STATIONS IN EAST & WEST GODAVARI GEOGRAPHICAL AREAS Tender No.: 05/51/E/0086/GGPL/001-iv SCHEDULE OF RATES					
Item	**Activity**	**Unit**	**Quantity**	**Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In INR) (In figures)**	**Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In INR) (In Words)**	**Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In INR)**
I	II	III	IV	V		VI = IV x V
1	**SECTION-A : SS TUBE & FITTING - SUPPLY, LAYING & TESTING**					
2	**Laying, testing and commissioning of SS tubes along with fittings as per Technical Specification, Typical P & ID for type of CNG station and scope of work including handling, lifting, transportation from stores to CNG stations.**					
3	¾"OD X 0.095" min Wall thk. SS Tube (Refer TS Section III - A)	RM	1500			
4	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	60			
5	**Supply of SS Fittings,Valves**					
6	**Quick Connect Body & Stem**					
7	End connection:½" Tube OD, for stem & ½"NPT (F) for body Material : SS316; Rated pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	Nos.	12			
8	**Plug**					
9	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	6			
10	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	12			
11	**Caps**					
12	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	6			
13	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	12			
14	**Union**					
15	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	350			
16	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	12			
17	**Reducing Union**					
18	Tube OD 3/4" x Tube OD 1/2", Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	36			
19	**Equal Tee**					
20	Size:½" OD x ½" OD x ½" OD, Material:SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	5			
21	Size:¾" OD x ¾" OD x ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	12			
22	**Reducing Union Tee**					

23	¾" OD x ½" OD x ¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**18**			
24	**Tube End Connection**					
25	½" Tube End & ¾" OD with Ferrule Fitting, SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**12**			
26	**Nut**					
27	¾ " OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**12**			
28	½" OD, Material : SS316(Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**6**			
29	**Front Ferrule**					
30	3/4" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**12**			
31	½" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**6**			
32	**Back Ferrule**					
33	3/4" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**12**			
34	½" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**6**			
35	**Male Connector**					
36	Size ¼" NPT (M) x 3/8" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**12**			
37	Size 1/2" NPT (M) x 3/8" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**12**			
38	**Cross**					
39	3/4" OD X 3/4" X 3/4" OD X3/4" OD Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	**3**			
40	**SS Ball Valves, conforming to MECON's Technical Specification No. MEC/TS/05/62/048 for SS Ball Valves of following sizes, specifications as indicated below :**					
41	2-Way Trunnion/Floating Full Bore Ball Valve ¾"	Nos.	**150**			
42	2-Way Trunnion/Floating Full Bore Ball Valve ½"	Nos.	**12**			
43	3-Way Trunnion Mounted, Reducer Bore Ball Valve ½" OD end Connection and ¼" NPT (F) bottom end connection	Nos.	**12**			
44	**Conductive Core Thermoplastic Hose**					
45	3/8" ID Conductive Core Thermoplastic Hose for CNG Service with break away coupling	Nos.	**12**			
46	**Supply of SS 304 Tubes along with isolation valves, reducers & fittings etc.as per Technical Specification, Typical schematic drg. for Ins. air line of CNG station and scope of work including handling, storage,lifting, transportation upto CNG stations. (Note:Total no.of ferrule fittings may be considered as one jointing ferrule at every 5.0 m)**					
47	1/4"OD X 0.035" min Wall thk. SS Tube (Refer TS Section III - A)	RM	**30**			
48	**Laying, testing and commissioning of SS 304 Tubes along with isolation valves, reducers & fittings etc.as per Technical Specification, Typical schematic drg. for Ins. air line of CNG station and scope of work including handling, storage,lifting, transportation upto CNG stations. (Note:Total no.of ferrule fittings may be considered as one jointing ferrule at every 5.0 m)**					
49	1/4"OD X 0.035" min Wall thk. SS Tube (Refer TS Section III - A)	RM	**30**			
50	**SECTION-B : ERECTION OF MECH. EQUIPMENT**					

51	**Handling (including lifting and transportation from Client's store within city to CNG stations) and erecting in position, the following equipment either on the foundation at Ground level or on roof at 3.5 m above ground level. Contractor's scope shall include supply of all material and accessories including but not limited to any fixtures, clamps, gasket, nut bolts, etc. :**					
52	Cascade 4500/3000/2200 L water capacity. Erection at + 4.0 M level (Refer TS Section III - B)	Nos.	**12**			
53	Cascade 4500/3000/2200 L water capacity, Erection at + Ground level (Refer TS Section III - B)	Nos.	**2**			
54	Dispenser Erection at + Ground Level	Nos.	**12**			
55	**Note:** The quantities given above against individual items are indicative and shall not be considered to be binding. The quantities may increase or decrease at site at the time of actual execution and as per the discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.					
56	**SECTION-C : SUPPLY, ERECTION & COMMISSIONING OF MISCELLANEOUS ITEM**					
57	**Supply, erection & commissioning of following miscellaneous items as per technical specification and at locations (within the stations) as directed by EIC**					
58	Air compressor pump (Refer TS Section III - C) (Tyre Inflator)	No.	**1**			
59	Water cooler (Refer TS Section III - C)	No.	**1**			
60	**STRUCTURAL WORKS**					
61	**Supply, fabrication & erection of Steel structure**					
62	Supplying, Fabricating & Erecting in position steel structures fabricated from MS rolled section conforming to IS:2062 and/or from pipes conforming to IS:1161 for cascade supporting structures, loading/unloading platform, MS Gratings, Cat Ladder, handrails, hoardings for signages, LCV stand,Sprial Stair case, etc. or any other structures required as per constructon drawings for completion of works, including surface preparation by mechanical cleaning including application of one coat of Zinc phosphate primer of DFT 35 microns at shop, second coat of Zinc phosphate primer of DFT 35 microns at site after erection and two coats of finishing paint of synthetic enamel of DFT 25 microns each per coat at site, including loading, transportation and unloading delivery at erection site of all fabricated structures, storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension. The work shall be completed in all respect as per drawings, technical specification and direction of the Engineer-in-Charge.	M.Ton.	**1**			
63	**PRESSURE GAUGES**					
64	Supply, installation and calibration of pressure Gauges and their accessories inclusive of supply of necessary piping materials/tubings alongwith all necessary valves & fittings, fabrication and installation of impulse lines/manifolds as per D. S. No. MEC/23H7/05/E5/I/001/DS-PG.	Nos.	**12**			
65	**TEMPERATURE GAUGES**					
66	Supply, installation and calibration of Temperature Gauges and their accessories inclusive of supply of necessary piping materials/tubings alongwith all necessary valves & fittings, fabrication and installation of impulse lines/manifolds as per D. S. No. MEC/23H7/05/E5/I/001/DS-PG.	Nos.	**12**			
67	**TESTING & COMMISSIONING OF ALREADY LAID SS TUBES**					
68	Testing & Commissioning of the existing SS tubing of various size from 1/4" to 3/4" sizes including fixing of any damaged/missing fittings/accessories such as valves, unions, Ferrules, Tee, caps etc. as required.	RM	**1000**			
69	**Installation of Mass Flow Meter**					
70	Installation of Owner-Supplied Mass Flow Meter to measure the gas unloaded from LCV/HCV. The item includes mounting of the mass flow meter on SS tubing, cutting and bending of SS tubing, installation of SS tube fittings (double ferrule type), reducers/adaptors/connectors/unions as required, alignment of the flow meter, leak testing with nitrogen as per the Engineer-in-Charge's instructions.	Nos.	**12**			
71	**ELECTRICAL WORKS (SUPPLY)**					
72	**SUPPLY**					
73	**Design, engineering, manufacture, shop testing, supply including packing and forwarding, transportation, delivery at storage and from storage to site of power distribution board (PDB) :**					

74	415 V, 36 KA single front type indoor **PDB for Daughter Booster Station** to receive input power consisting of bus bar chamber, cable alley,outgoing with Fuse complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries with FLP LCS(Local Control switch) for tripping the main incomer of PDB etc complete in all respects as specified in technical specification, data sheet & SLD no. MEC/23V2/05/E9/E/1081C & as per standard Specification. Single In-comer of 125 Amp(with Single phase preventer) 4P MCCB (with Micro processor and based O/C,S/C & E/F RELASE with LSIG & Shunt trip) along with VMR. Outgoing with 01 no. 80 Amp TPN MCCB (with TM based O/C,S/C & E/F RELASE) for Booster Compressor. Outgoing with 02 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELASE) for APFC panel. Outgoing with 02 nos. 32 Amp TPN MCCB (with TM based O/C, S/C & E/F RELASE) for UPS and Static Bypass. Outgoing with 3 no. 40A Fuse and 3 nos. 10A DP MCB with Timer(24Hrs) Auto/Mannual Outgoing with 3 no. 40A Fuse and 3 nos. 10A DP MCB without Timer	Nos.	12			
75	Floor mounted APFC Panel of 10KVAR capacitor bank in steps of 4x2.5 KVAR capacitors consisting of bus bar chamber, cable alley incoming (MCCB), outgoing feeder (MCBs) as specified in tender specification.	Nos.	12			
76	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 125A, 415V, 4 Pole AC-23 duty and suitable for termination of 3.5CX120/95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals with On, Off, Trip, RYB Indication, Voltmeter & Ammeter etc.	Nos.	12			
77	**Design, engineering,supply including packing and forwarding, transportation, delivery at storage, of the complete earthing and lightning protection system, earth electrodes/ pit, earth main ring, earthing of electrical equipments, instrument panels, field instruments, process equipments and pipes/ flanges including all associated civil work with all material (Like Bitumen coating) and labour as per specification and drawings approved by the company in with IS 3043.**					
78	Earth Pits- GI PIPE Electrode with 6 mm thick chequered plate cover	Nos.	72			
79	Earth Pits- Copper plate Electrode with 6 mm thick chequered plate cover	Nos.	24			
80	GI Strip (50X6) mm	Mtrs.	1800			
81	GI Strip (25X3) mm	Mtrs.	3000			
82	GI lightning rod 25 mm dia. 1800 mm long including supply of all hardware bare copper rope labour etc. complete as per approved drawings, specifications and directions of Engineer-In-Charge.	Nos.	2			
83	Arrangement for Earthing of LCV with Flexible green Cu wire (10 sqmm of 30 Meter length) ,Crocodile Clamps (including bolting arrangement), Flexible PVC and other item etc.	Set	12			
84	**Design, engineering,supply including packing and forwarding, transportation, delivery at storage, of the 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.**					
85	3.5x 95 mm2 A2XFY	Mtrs	1200			
86	3.5x 50 mm2 A2XFY	Mtrs	1800			
87	4x 6 mm2 2XWY	Mtrs	600			
88	4x 2.5 mm2 2XWY	Mtrs	9000			
89	**Supply including packing and forwarding, transportation, delivery at storage of lighting fixtures complete with mounting bracket, flame proof/non flame proof, control gear box as per the type of fixture, lamps etc. including civil work with pipe inserts for cables and connecting work, with all material and labour as per specifications, drawings and instruction of Engineer-in-charge. Work to be completed in all respects.**					
90	Street lighting, integral flame proof well glass fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire with flame proof control gear Model no. FLPW-1095 of Baliga make or equivalent)	Nos.	96			
91	Supply of the underlights for the canopy as specified including lighting fixture flame proof enclosure for Bulk Head Fitting(BH/OA/124, 1 x LED, 150W)of Sudhir make or equivalent, juction boxes etc. as requried.	Nos.	4			

92	Street lighting pole 6mtr high GI octagonal pole (Type BOP-6030 of Bajaj make or equivalent) complete with bracket, GI clamps for fixing flame proof control gear box as per standard drawing (MEC/SD/05/E9/77/04) & specification (MEC/TS/05/E9/077B).	Nos.	96			
93	**UPS SYSTEM**					
94	**Design, supply, packing, forwarding, delivery by equipment supplier at site including commissioning spares as required of UPS systems as per specification, block diagram and following rating :**					
95	2KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V-TPN with healthy single-Phase Selection, Output 230V +/-1%, AC with Bypass supply, Battery Bank, ACDB (Incomer 32A DP MCB & Outgoing 10 Nos. 6A to 10A DP MCB) and 8.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 22.0 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). As per enclosed Specification, Block diagram & Data sheet and shall be complete in all respect. Including All interconnecting cables among UPS, Rectifier, battery stand, ACDB etc (30 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel.	Nos.	12			
96	**Supply of following sizes of GI With Class B (Medium Duty, For straight route length) / HDPE Pipe (for bend route) in required length, supply of clamps, small iron structures, spacers plugs, sealent etc. and materials complete as per approved drawings and directions of Engineer-In-Charge.**					
97	50 mm NB	Mtrs	6000			
98	100 mm NB	Mtrs	3600			
99	**Supply of following Hot Dip Galvanized Ladder/Perforated Type cable trays (as per IS 2629) including bends, tee, crosses,horizontal and vertical splices along with cable tray cover(Wherever required for Asthetic look) etc. as required including supply of all G.I hardwares, all labour and material as required as per standard drawings, specification and direction of Engineer-in-charge**					
100	**Perforated type, made from 50mm height and 2.5 mm thick sheet steel & galvanized (86 microns) of following sizes.**					
101	150mm wide	Mtrs	120			
102	300mm wide	Mtrs	120			
103	**Erection Material**					
104	**Supply of MS base frame support for switch gear and bracket for misc. electrical equipment,cable tray support out of roled MS section,pipes,plates etc including welding, bolting, reveting, supply of necessary anchor bolts and grouting etc supply of paints applying one coat of anti rust primer two finish coats of approved synthetic enamel paints including bracking walls, floors etc for structure as required including supply of all GI hardware materials including all labour and materials complete as required and the direction of Engineer-in-charge.**					
105	For Daughter Booster Station	L/S	12			
106	**Supply of the following including the supply of necessary clamp, bolts, rawl plugs etc. breaking and making good of walls, if required , and including all labour and materials complete as per directions of Engineer-In-Charge, applicable standards and Indian Electricity rules.**					
107	Carbon-di-oxide(CO2) type fire extinguisher 4.5 Kg capacity Complete with gunmetal valve conforming to IS : 3224 With ISI mark , Discharge horn with bend & wall fixing Bracket With Mfg. Test certificate	Nos.	12			
108	Caution boards (Danger, High Volatage) including supply of necessary clamps, bolts and other hardware.	Nos.	24			
109	Single Line Diagram complete in glass frame.	Nos.	12			
110	Supply of Insulating Mats 11kV grade (as per IS:15652 - 2006) of 1000mm width, required for maintenance of electrical equipment in substation as required including cutting to required shape in running length and including all labour and materials etc. complete and as per directions of Engineer-In-Charge as per applicable Indian or International standards and Indian Electricity Rules.	Mtrs	60			
111	**Supply of electrical accessories including, cable tags, cable tie ,Flexible pvc conduit,cable marker, nickle plated lugs, double compressed brass cable glands,brass adaptar/reducers/nipples, fixing of metallic anchor fasteners for supporting of cable trays and misc. electrical switchgear including all labour and materials complete as required and as per directions of Engineer-In-Charge.**					
112	For Daughter Booster Station	L/S	12			

113	**Supply of required materials for Construction of Cable pit with pit cover (SFRC cover HD-20 of IS-12592) including civil works repair, concrete wall/brick wall & its materials, cable conduits interface & its water sealing, cable support structure including all labour and materials complete in all aspect as per approved drawings and directions of Engineer-In-Charge.**					
114	500X500(of inside clearance)X 600(Depth)	Nos.	96			
115	750X750(of inside clearance)X800(Depth)	Nos.	48			
116	**Servo Volatge Stablizer**					
117	Supply of 50 kVA oil-cooled Servo Voltage Stabilizer, suitable for outdoor duty with IP-55 metallic enclosure (IP-66 for control switchgear), complete with suitable rated incomer MCCB, input voltage range 320 V to 480 V, output voltage 415 V ±1%, outgoing MCCB, two (2) Nos. 125 A, AC-23 duty Changeover Switches (COS), complete in all respects. The Stabilizer shall be installed outdoors under a structural weatherproof shed over a plinth to protect it from rain and dust. The successful bidder shall submit all drawings for Stabilizer mounting along with the shed. All cable terminations, including supply of cable glands, lugs and other termination accessories, shall be in the bidder's scope.	Nos.	12			
118	**ELECTRICAL WORKS (ERECTION)**					
119	**ERECTION, TESTING AND COMMISSIONING**					
120	**Erection, Testing and Commissioning of power distribution board (PDB) and Lighting Distribution Board (LDB) :**					
121	415 V, 36 KA single front type indoor **PDB for Daughter Booster Station** to receive input power consisting of bus bar chamber, cable alley,outgoing with Fuse complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries with FLP LCS(Local Control switch) for tripping the main incomer of PDB etc complete in all respects as specified in technical specification, data sheet & SLD no.MEC/E0086/05/E1/E/1081A & as per standard Specification. Single In-comer of 125 Amp (with Single phase preventer) 4P MCCB (with Micro processor and based O/C,S/C & E/F RELASE with LSIG & Shunt trip) along with VMR. Outgoing with 01 no. 80 Amp TPN MCCB (with TM based O/C,S/C & E/F RELASE) for Booster Compressor. Outgoing with 02 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELASE) for APFC panel. Outgoing with 02 nos. 32 Amp TPN MCCB (with TM based O/C, S/C & E/F RELASE) for UPS and Static Bypass. Outgoing with 3 no. 40A Fuse and 3 nos. 10A DP MCB with Timer(24Hrs) Auto/Mannual Outgoing with 3 no. 40A Fuse and 3 nos. 10A DP MCB without Timer	Nos.	12			
122	Floor mounted APFC Panel of 10KVAR capacitor bank in steps of 4x2.5 KVAR capacitors consisting of bus bar chamber, cable alley incoming (MCCB), outgoing feeder (MCBs) as specified in tender specification.	Nos.	12			
123	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 125A, 415V, 4 Pole AC-23 duty and suitable for termination of 3.5CX120/95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals with On, Off, Trip, RYB Indication, Voltmeter & Ammeter etc.	Nos.	12			
124	**Erection, Testing and Commissioning of the complete earthing and lightning protection system, earth electrodes/ pit, earth main ring, earthing of electrical equipments, instrument panels, field instruments, process equipments and pipes/ flanges including all associated civil work with all material (Like Bitumen coating) and labour as per specification and drawings approved by the company in with IS 3043.**					
125	Earth Pits- GI PIPE Electrode with 6 mm thick chequered plate cover	Nos.	72			
126	Earth Pits- Copper plate Electrode with 6 mm thick chequered plate cover	Nos.	24			
127	GI Strip (50X6) mm	Mtrs.	1800			
128	GI Strip (25X3) mm	Mtrs.	3000			
129	GI lightning rod 25 mm dia. 1800 mm long including supply of all hardware bare copper rope labour etc. complete as per approved drawings, specifications and directions of Engineer-In-Charge.	Nos.	2			
130	Arrangement for Earthing of LCV with Flexible green Cu wire (10 sqmm of 30 Meter length) ,Crocodile Clamps (including bolting arrangement), Flexible PVC and other item etc.	Set	12			
131	**Laying, termination,glanding, testing of the 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.**					
132	3.5x 95 mm2 A2XFY	Mtrs	1200			

133	3.5x 50 mm2 A2XFY	Mtrs	1800			
134	4x 6 mm2 2XWY	Mtrs	600			
135	4x 2.5 mm2 2XWY	Mtrs	9000			
136	**Erection, Testing and Commissioning of lighting fixtures,Pole complete with mounting bracket, flame proof/non flame proof, control gear box as per the type of fixture, lamps etc. including civil work with pipe inserts for cables and connecting work, with all material and labour as per specifications, drawings and instruction of Engineer-in-charge. Work to be completed in all respects.**					
137	Street lighting, integral flame proof well glass fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire with flame proof control gear Model no. FLPW-1095 of Baliga make or equivalent)	Nos.	96			
138	Erection of the underlights for the canopy as specified including lighting fixture flame proof enclosure for Bulk Head Fitting(BH/OA/124, 1 x LED, 150W)of Sudhir make or equivalent, juction boxes etc. as requried.	Nos.	4			
139	Street lighting pole 6mtr high GI octagonal pole (Type BOP-6030 of Bajaj make or equivalent) complete with bracket, GI clamps for fixing flame proof control gear box as per standard drawing (MEC/SD/05/E9/77/04) & specification (MEC/TS/05/E9/077B).	Nos.	96			
140	**UPS SYSTEM**					
141	**Erection, Testing and Commissioning by equipment manufacturer at site including commissioning spares as required of UPS systems as per specification, block diagram and following rating :**					
142	2KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V-TPN with healthy single-Phase Selection, Output 230V +/-1%, AC with Bypass supply, Battery Bank, ACDB (Incomer 32A DP MCB & Outgoing 10 Nos. 6A to 10A DP MCB) and 8.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 22.0 KVAh (where KVAH = battery AH x 12 V x No. of Batteries/1000). As per enclosed Specification, Block diagram & Data sheet and shall be complete in all respect. Including All interconnecting cables among UPS, Rectifier, battery stand, ACDB etc (30 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel.	Nos.	12			
143	**Erection of following sizes of GI With Class B (Medium Duty, For straight route length) / HDPE Pipe (for bend route) in required length ,supply of clamps, small iron structures, spacers plugs, sealent etc. and materials complete as per approved drawings and directions of Engineer-In-Charge.**					
144	50 mm NB	Mtrs	6000			
145	100 mm NB	Mtrs	3600			
146	**Erection, Testing and Commissioning of following Hot Dip Galvanized Ladder/Perforated Type cable trays (as per IS 2629) including bends, tee, crosses,horizontal and vertical splices along with cable tray cover (Wherever required for Asthetic look) etc. as required including supply of all G.I hardwares, all labour and material as required as per standard drawings, specification and direction of Engineer-in-charge.**					
147	**Perforated type, made from 50mm height and 2.5 mm thick sheet steel & galvanized (86 microns) of following sizes.**					
148	150mm wide	Mtrs	120			
149	300mm wide	Mtrs	120			
150	**Erection Material**					
151	**Erection, Fixing and Commissioning of MS base frame support for switch gear and bracket for misc. electrical equipment,cable tray support out of roled MS section,pipes,plates etc including welding, bolting, reveting, supply of necessary anchor bolts and grouting etc supply of paints applying one coat of anti rust primer two finish coats of approved synthetic enamel paints including bracking walls, floors etc for structure as required including supply of all GI hardware materials including all labour and materials complete as required and the direction of Engineer-in-charge.**					
152	For Daughter Booster Station	L/S	12			
153	**Erection and Commissioning of the following including necessary clamp, bolts, rawl plugs etc. breaking and making good of walls, if required , and including all labour and materials complete as per directions of Engineer-In-Charge, applicable standards and Indian Electricity rules.**					
154	Carbon-di-oxide(CO2) type fire extinguisher 4.5 Kg capacity Complete with gunmetal valve conforming to IS : 3224 With ISI mark , Discharge horn with bend & wall fixing Bracket With Mfg. Test certificate	Nos.	12			

155	Caution boards (Danger, High Volatage) including supply of necessary clamps, bolts and other hardware.	Nos.	24			
156	Single Line Diagram complete in glass frame.	Nos.	12			
157	Laying and pasting of Insulating Mats 11kV grade (as per IS:15652 - 2006) of 1000mm width, required for maintenance of electrical equipment in substation as required including cutting to required shape in running length and including all labour and materials etc. complete and as per directions of Engineer-In-Charge as per applicable Indian or International standards and Indian Electricity Rules.	Mtrs	60			
158	**Erection, Commissioning and fixing of electrical accessories including, cable tags, cable tie ,Flexible pvc conduit,cable marker, nickle plated lugs, double compressed brass cable glands,brass adaptar/reducers/nipples, fixing of metallic anchor fasteners for supporting of cable trays and misc. electrical switchgear including all labour and materials complete as required and as per directions of Engineer-In-Charge.**					
159	For Daughter Booster Station	L/S	12			
160	**Construction of Cable pit with pit cover (SFRC cover HD-20 of IS-12592) including civil works repair, concrete wall/brick wall & its materials, cable conduits interface & its water sealing, cable support structure including all labour and materials complete in all aspect as per approved drawings and directions of Engineer-In-Charge.**					
161	500X500(of inside clearance)X 600(Depth)	Nos.	96			
162	750X750(of inside clearance)X800(Depth)	Nos.	48			
163	**Servo Volatge Stablizer**					
164	Erection, Testing and Commissioning of 50 kVA oil-cooled Servo Voltage Stabilizer, suitable for outdoor duty with IP-55 metallic enclosure (IP-66 for control switchgear), complete with suitable rated incomer MCCB, input voltage range 320 V to 480 V, output voltage 415 V ±1%, outgoing MCCB, two (2) Nos. 125 A, AC-23 duty Changeover Switches (COS), complete in all respects. The Stabilizer shall be installed outdoors under a structural weatherproof shed over a plinth to protect it from rain and dust. The successful bidder shall submit all drawings for Stabilizer mounting along with the shed. All cable terminations, including supply of cable glands, lugs and other termination accessories, shall be in the bidder's scope.	Nos.	12			
165	All works relating to statutory approvals of the installation from competent authority like Electrical Inspectorate, CEA, DGMS, SEB etc. including carrying out of all required modifications in design / Manufacturer / Installation to meet the requirement of Indian Electricity rules and other statutory regulations in force, carrying out necessary paper work and liasion with the authorities to obtain all necessary clearances for charging of installation as per relevant national standards for CNG stations. However the official fees towards the approvals shall be reimbursed by the client.	L/S	12			
A	**TOTAL AMOUNT EXCLUDING GST**					
B	**Applicable rate of GST (CGST&SGST/ UTGST or IGST) in % *(in Column F of Excel sheet)* applicable on the Total Amount mentioned at Sl. No. A above and GST Amount *(in Column G of Excel sheet)* *Refer Note 1) below.***				**18%**	
C	**Gross Total Amount (inclusive of all applicable taxes & duties incl. GST) (Sl. No. A + B)**					
D	**Service Accounting Code (SAC) *Refer Note 2) below.***					**995414**

Notes:

1) Rate of GST indicated against sl. no. **B** above is the rate in general applicable on similar nature of work. Bidder must ascertain applicability of tax and it's percentage while submiting the bid. Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.

2) Service Accounting Codes (SAC) indicated against sl. no. **D** above is the code in general applicable for similar nature of work. Bidder must ascertain correctnes of the same while submiting the bid. Any errors of the same by Bidders shall be to their account.

3) In case of any item(s) provided by owner as free issue, the implication of GST on free issue items, if applicable, shall be borne by owner.

Place	BIDDER'S SIGNATURE:
Date	COMPANY'S NAME:
Tender No.:	SEAL:
Offer No. & Date :	