

# Coal India Limited

(A Maharatna Company)

Tender no. : CIL/CV/2021/NIT/4810

Dated :27.03.2021

## Tender Document

For

**Acquisition and Handover of Land, Design, Engineering, Supply and Procurement, Construction, Erection, Testing, Commissioning, Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plant of capacity 100 MW(AC) including Evacuation Infrastructure in Gujarat**

**(Only through e-Tender mode for the CIL empaneled Vendors)**



(A Maharatna Company)

**COAL INDIA LIMITED  
COAL BHAWAN,  
PREMISE NO-04 MAR,  
PLOT NO-AF-III, ACTION AREA-1A,  
NEWTOWN, RAJARHAT, KOLKATA-700156  
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Email: edene.cil@coalindia.in, website: [www.coalindia.in](http://www.coalindia.in)**

## About the Company

- Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 84 mining areas spread over eight (8) states of India. Coal India Limited has 352 mines (as on 1st April 2020) of which 158 are underground, 174 opencast and 20 mixed mines.
- CIL Produces around 83% of India's overall coal production in India where approximately 57% of primary commercial energy is coal dependent, CIL alone meets to the tune of 40% of primary commercial energy requirement. The share of coal is expected to remain high at 48-54% till 2040 and accounts for 76% of total thermal power generating capacity of the Utility sector.
- CIL is a Maharatna Company – a privileged status conferred by Government of India to select state owned enterprises in order to empower them to expand their operations and emerge as global giants. CIL has seven producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL) and Mahanadi Coalfields Limited (MCL) and one mine planning and consultancy company- Central Mine Planning & Design Institute (CMPDI). In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by CIL.
- To realize its goal to cater the energy demand of country with coal and also through Renewable Energy, CIL has a target to become Net Zero Energy Company by 2024 by establishing 3 GW of solar PV power projects. CIL is currently exploring the following options for development of solar PV projects:
  - a) Development of solar PV projects by CIL and its subsidiaries at own land or any other suitable land at any location in India, as available.
  - b) Development of large-scale solar PV projects to be awarded based on competitive bidding / to be developed in solar parks / bilaterally identified projects / any other large-scale projects as applicable.

Feasibility of execution of solar PV projects in CIL's available land as well as in any other suitable land at any location in India is being explored.

(The above list is indicative and has been prepared based on current plan. CIL may modify the list in future at its own discretion)

- For detailed profile of company and past financial results, bidders may visit the CIL website: <https://www.coalindia.in/>.

### **About the Project**

- Gujarat Urja Vikas Nigam Limited (GUVNL) floated a tender for procurement of 500 MW solar power through competitive bidding (followed by e-reverse auction) from Solar PV Power Projects to be set up in Gujarat through RfS No. GUVNL / 500 MW / Solar (Phase XII) dated 23.01.2021. As per the tender conditions, the successful bidder shall set up Solar PV Power Project including the transmission network (with grid connectivity) up to the Delivery Point at its own cost. All approvals, permits and clearances required for setting up of the Project (including transmission infrastructure, connectivity and land registration) and those required from State Government and local Bodies shall be in the scope of the successful bidder. The responsibility of getting the grid connectivity with GETCO / CTU shall entirely be of the Successful Bidder.
- CIL participated in the said tender with a quoted capacity of 100 MW (AC). Upon conclusion of the Reverse E-Auction on 22.03.2021, CIL was awarded the capacity of 100 MW (AC).
- CIL now issues this RFP for selection of EPC-cum-O&M contractor for the entire EPC work for the Project including acquisition and handover of encumbrance-free land (to CIL) as well as O&M of the Project for five (5) years from start of PG Test period.

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Ref. No.: CIL/CV/2021/NIT/4810

Dated: 27/03/2021

**e-TENDER NOTICE**

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

Description of work	Estimated Cost of Work (Including GST) (In INR)	Earnest Money (In INR)	Period of Completion(In Days)
<b>Acquisition and Handover of Land, Design, Engineering, Supply and Procurement, Construction, Erection, Testing, Commissioning and Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plant of capacity 100 MW(AC) including Evacuation Infrastructure in Gujarat</b>	<b>INR 4,50,00,00,000/-</b>	<b>NA</b>	<b>Total contract period: 2190 Days</b> <b>a) From issuance of LOA to COD: 365 Days (i.e. 1 year)</b> <b>b) Operation and Maintenance of Project: 1825 Days (i.e. 5 years) from COD</b>

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
<b>1. Dr. M.K. Mishra, ED(E&amp;E), CIL</b> E-mail: <a href="mailto:edene.cil@coalindia.in">edene.cil@coalindia.in</a>	<b>1. Mr. B.K. Panda, CM(E&amp;M), CIL</b> E-mail: <a href="mailto:bpanda4492@coalindia.in">bpanda4492@coalindia.in</a> Mobile: +91 8249931609  <b>2. Mr. Sagar Sen, CM(M), CIL</b> E-mail: <a href="mailto:ssen2.cil@coalindia.in">ssen2.cil@coalindia.in</a> Mobile: +91 9433863605
<b>For any Portal related queries please call at 24 x 7 Help Desk Number- 0120-4001 002, 0120-4001 005, 0120-6277 787</b>	

2. **Time Schedule of Tender:**

1	Date of issuance of Tender	27.03.2021
2	Last Date and Time for submission of pre-bid clarifications	02.04.2021 (17:00 hrs)
3	Date and Time of pre- bid meeting	03.04.2021 (14:30 hrs)
4	Last Date and Time for downloading the final RFP	14.04.2021 (17:00 hrs)
5	Last Date and Time for Online Tender submission	15.04.2021 (15:00 hrs)
6	Date and Time of Bid opening	16.04.2021 (10:00 hrs)

**Note:** The auto extension of submission of bid shall be applicable as per details mentioned in clause no.14 of NIT.

### 3. **Bid Securing Declaration:**

There shall be no EMD/Bid security for this tender. However, in place of EMD/Bid security the bidder will have to submit a "Bid Security Declaration" in the Undertaking format at Appendix-12 of GTC, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD (as prescribed in the existing manuals) as defined in the request for bid documents, they will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

### 4. **Pre-bid Meeting:**

The pre-bid meeting shall be held online as per the scheduled date & time, as specified in the e-Procurement portal. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre Bid meeting is held then the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

### 5. **Clarification of Bid:**

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

### 6. **User Portal Agreement:**

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

### 7. **Eligible Bidders:**

Bidders who are eligible to participate in this tender will have to use the same registration carried out on CIL's e-Tender Portal (<https://coalindiatenders.nic.in>) during the empanelment process vide EOI document no. CIL/CV/2020/DIVA/D3/Eol/4564 dated 26-11-2020.

### 8. **Eligibility Criteria:**

- A. Working Capital:** The Bidder must submit the Certificate of possessing adequate Working Capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work, i.e. amounting to INR 90 Crores) inclusive of access to lines of credit and availability of other financial resources to meet the requirement, issued by a Practicing Chartered Accountant having a Membership Number with Institute of Chartered Accountants of India. Such Certificate should contain the Unique Document Identification Number (UDIN). The bidder should possess the Working Capital issued within three months prior to the date of opening of tender.

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

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

#### **I. For CA Certificate:**

- i. Amount of available working capital inclusive of access to lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital.
- iii. Date of issue of Working Capital Certificate by CA.
- iv. Name of the Chartered Accountant (CA).
- v. Membership Number of CA who certifies the bidder's working capital.

- vi. UDIN no. of Working Capital Certificate issued by CA.

In case, access to lines of credit constitutes the availability of Working Capital, the bidders are also required to furnish the following information pertaining to Banker's Certificate (Scheduled Commercial Bank) regarding availability of access to credit (issued within three months prior to the date of opening of tender) .

**II. For Banker's Certificate:**

- i. Date of issue of certificate by bank.
- ii. Name of bank.
- iii. Address of the bank.
- iv. Value of access to credit issued by bank in the name of the bidder.

**Note:** The annualised value is to be worked out as under:

$$\begin{aligned} \text{Annualised value} &= \frac{\text{Estimated cost of the work (including GST) put to tender X 365 days}}{\text{Time period up to Project COD (in days)}} \\ &= \text{INR } 4,50,00,00,000 \times 365 / 365 \\ &= \text{INR } 4,50,00,00,000 \end{aligned}$$

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

**C. Goods and Services Tax(Not Applicable for Exempted Services)**

The bidder should be either GST Registered Bidder under regular scheme

**OR**

GST Registered Bidder under Composition Scheme

**OR**

GST unregistered Bidder

**Note:** If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.

**9. Submission of Bid:**

- a. The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.
- b. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online/under annexures information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No.	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online/under annexures by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1.	Availability of Working Capital (Ref. Clause No.8(A) of NIT)	<p>Certificate of possessing adequate Working Capital (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India to meet the eligibility criteria as per details mentioned in clause no. 8(A) and containing the information as furnished by bidder.</p> <p>In case, access to lines of credit constitutes the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) shall also be submitted regarding availability of access to credit (issued within three months prior to the date of opening of tender) to meet the eligibility criteria as per details mentioned in clause no. 8(A) and containing the information as furnished by bidder.</p> <p>For foreign Partner(s), Banker's Certificate regarding availability of access to credit (issued within three months prior to the date of opening of tender) duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document to meet the requirement of Working capital as per details mentioned in clause no. 8(A).</p>
2.	Permanent Account Number (Ref. Clause No.8(B) of NIT)	PAN card issued by Income Tax department, Govt. of India
3.	Goods and Services Tax (GST) Status of Bidder <b>(Not Applicable for Exempted Services)</b> (Ref. Clause No.8(C) of NIT and BOQ)	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder under regular scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST Registered Bidder under Composition Scheme Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p><b>Note:</b> If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST Registration as per GST Act and Rules.</p>
4.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <p>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</p> <p>2. Partnership deed containing name of partners.</p> <p>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder</p>
5.	Digital Signature Certificate (DSC)	<p>If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.</p>
6.	Undertaking by Bidder/s on his Letter Head regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, and Bid Security Declaration as per the format given in the bid document at Appendix-14.	



7.	<b>Written Consent regarding Arbitration Clause</b> on his/her/their Letter Head as per Appendix-13. <u>Note:</u> <ol style="list-style-type: none"> <li>1. In case of Proprietorship firm or Limited Company, this document is digitally signed by the DSC holder authorized by the bidder in case of Proprietorship or Director(s)/Managing Director of Limited Company in case of Limited Company. Hence, no physical signature is required.</li> <li>2. In case of Partnership firm, this document is to be signed by all the Partners of the Partnership Firm.</li> <li>3. In case of Project Affected Person(s) (PAPs) firms, this document is to be signed by all the partners of the PAPs who have formed Partnership firm and if the PAPs have formed co-operative society, this document is to be signed by any legally acceptable authorized signatory of the co-operative society, approved through the Resolution of the co-operative society.</li> </ol>	
8.	Letter of Bid by Bidder/s on his/her/their Letter Head as per Appendix-1.	
9.	Provision of Public Procurement (Preference to Make in India), Order 2017-Revision dt. 04.06.2020	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof.
10.	Any other document to support the qualification information as submitted by bidder on-line.	
<p><b>Note:</b> Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>		

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

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

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LoB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

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

1. GST Registered Bidder under regular scheme
2. GST Registered Bidder under Composition Scheme
3. GST unregistered Bidder

The rates quoted by the bidder will be including the GST as per the BOQ format. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid will be in BOQ format and the bidder will have to mandatorily fill all the sections / sheets of the BOQ Excel. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

### **Net Electrical Energy Generation Guarantee (NEEGG)**

The Bidder shall be required to quote in the BOQ Excel file the year-wise Net Electrical Energy Generation Guarantee (NEEGG) for five (5) years period at the metering point. The Bidder shall give NEEGG per annum after considering proposed configuration and all local conditions, solar insolation, wind speed and direction, air temperature & relative humidity, barometric pressure, rainfall, sunshine duration, grid availability and grid related all other factors and losses due to near shading, incidence angle modifier, irradiance level, temperature loss, array loss, module quality loss, module array mismatch loss, soiling loss and various inverter losses etc. To assess/ verify feasibility of quoted NEEGG, Bidders are required to provide computation documents along with considered factors based on which NEEGG has been computed.

Bidders are expected to undertake their own study of solar profile and other related parameters of the area and make sound commercial judgment about power output i.e. Net Electrical Energy Guaranteed Generation.

The Bids with NEEGG equivalent to less than 28.9% CUF at the Delivery Point for the first year shall be summarily rejected. The degradation in NEEGG quoted for any year shall not be more than 0.5% of the quoted for the previous year. If the Bidder anticipates any degradation of the modules during the first year, it shall be taken care of by the Bidder to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to avoid liquidated damages/compensation on account of guaranteed generation. Bids not following these conditions shall be summarily rejected.

### **System for decision of L1 bidder**

The L1 bidder will be decided based on Evaluated Bid Value (EBV). Illustrative computation of EBV is shown in Appendix-5.

#### **10. Bid Submission:**

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

#### **11. System Requirement:**

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

#### **12. Opening of Bid:**

1. Tenders [Cover-I & OID (Technical-bid) and Cover-II (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening.
2. The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.
3. After decryption and opening of bids, BOQ and all other documents uploaded by the eligible bidder's bids will be opened and comparative statement of prices is generated by the system.

### **13. Evaluation of Tender:**

1. Supportive documents of L-1 bidder only shall be downloaded for evaluation by the Tender Inviting Authority (TIA).
2. After evaluation of the uploaded documents, in case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online/under appendices or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **07 days (07 x 24 hours)** time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online/under Annexures within the specified period of 07 days. If the bidder(s) fails to submit the specified document/s in 7(Seven) days (7 x 24 hours), no further document shall be sought from Bidder.
3. If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and short fall documents if any, the case shall be considered by the tender committee. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
4. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause no. 9(b) titled- Confirmatory Documents.
5. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
6. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
7. The Tender Committee will recommend for award of work to the successful bidder after evaluation of the reasonableness of L-1 rates.
8. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

**14. Auto Extension of Critical Date**

If number of bids received online is found to be less than 03 (three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days of the following dates-

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

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

**Notes:** The validity period of tender shall be decided based on the final end date of submission of bids.

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

15.2 Conflict of Interest:

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

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) A Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) In case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

All such Bidders having a Conflict of interest, shall be disqualified.

**16. Site Visit:**

Not applicable

**17. Taxes and Duties:**

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess, if applicable only] and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/contractor under the contract, or for any other cause as applicable on the last date of submission of bid, shall be included in the rates, prices and the total bid price submitted by the bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall also be furnished by the Bidder in the BOQ sheet.

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

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

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

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

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL directly to concerned authorities.

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

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

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

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

**18. Cost of Bidding:**

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

**19. Technical Specifications:**

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

**20. Currencies of Bid and Payment :**

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

**21. Commencement of Work:**

The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance.

**22. Handing Over of Site after completion of work:**

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

**23. Deployment of Manpower and Machineries:**

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

**24. Change in Constitution of the Contracting Agency :**

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

**25. Canvassing in Tender:**

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

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

The Bidder, whose Bid has been accepted, will be notified the award of contract on-line on the e-procurement portal on his personalized dash-board prior to expiration of the bid validity period. However, additionally it will be also sent by registered/ speed post by the employer. On issuance of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, Performance Security Deposit (PSD) must be submitted by the contractor within 21 days of issuance of work order/LOA, failing which the award of work shall be cancelled and the Bidder will be banned for 02(Two) years from being eligible to submit Bids in CIL and its subsidiaries. In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the LOA/work order shall entail cancellation of LOA/work order and the Bidder will be banned for 02(Two) years from being eligible to submit Bids in CIL and its subsidiaries. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

**27. Bid Validity:**

The validity period of the tenders shall be **180 (One Hundred Eighty)** days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request. In case the Bidder refuses the request to extend the period of validity then no banning/ any



penal action-will be taken against the Bidder. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

## **28. Modification and Withdrawal of Bid :**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority.

### **28.1 Standard Operating Procedure for Withdrawal of Bid:**

The system of on-line withdrawal is available on the e-procurement portal upto end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from Tender Inviting Authority (TIA) of concerned department.

### **28.2 Acceptance of Withdrawal:**

- (i). In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal allowing 10 (ten) days' time and seeking confirmation from the bidder regarding the request for withdrawal of bid. The bidder has to confirm the withdrawal by sending a confirmation letter by Regd. Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request for withdrawal will be ignored and Tender evaluation process will continue as usual.
- (ii). However if the concerned Bidder is a Partnership firm and if any of the partner wants to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by CIL. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all the partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority. In case of non-receipt of any such confirmation within stipulated period of **10(ten)** days, it will be construed that bidding firm has been dissolved and its bid will be treated as withdrawn.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

If the request of withdrawal is received after opening of bid, the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

- a. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- b. If the bidder withdrawing his bid is L-1, then re-tender will be done.

**Note:** The penal action against clauses above will be enforced from the date of issue of such order.

- (iii). CIL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated elsewhere in this document.

**29. Restriction of bidder from a country which shares a land border with India**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder" from a country which shares a land border with India" for the purpose of this order means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian(or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the ownership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the



trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

**30. Postponement of scheduled date(s):**

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

**31. Public Enterprises preference:**

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy (Not applicable).

**32. Contract Agreement Document(s):**

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

**33. Subletting of Work:**

No subletting of work as a whole by the contractor is permissible. Permission is required for engagement of Sub-Contractor.

The contractor shall specify major items of supply or services for which he proposes to engage Subcontractor(s)/ Sub-Vendor (s) in its bid

Further, the installation/ usage of major equipment /product shall meet the following conditions:

1. Indigenously manufactured with BIS/ ISI marking wherever it is mandatory or conforming to BIS standards or ISO certification etc. or reputed brand in that order.
2. Overseas manufactured with certification regarding quality like relevant ISO/British Standard Certification / any other international quality certification etc. Failing which internationally reputed brand in that order.

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge. However, such approval of the Engineer-in Charge/ Designated Officer in Charge will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

Any addition of item(s) in the list shall also meet the conditions specified at 1 & 2 above.

34. If the tenderer gets the work order he will have to submit H.T Electrical Contractor's License issued by the Electrical Licensing Board of Orissa (ELBO) or Electrical Contractor License of any Indian State/UT duly recognized and endorsed by ELBO, before execution of agreement.

**35. Implementation of CMPF/EPF:**

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

**36. Splitting up of the work:**

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

**37. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 42- title-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

38. The laws applicable to this contract shall be the laws in force in India. The District Court where the subject work is executed or High Court of Calcutta shall have exclusive jurisdiction in all matters arising under this contract.

39. If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

**40. Integrity Pact (applicable):**

The bidders are requested to go through the integrity pact which is a part of the tender document. Following Independent External Monitor(s) are appointed for this tender, whose contact details are indicated as under:-

Name of IEM(s)	Sri Sudhir Kumar	Sri Anil Kaushal, ITS(Retd.)
Address	B-128, Triveni SFS, Sheikh Sarai-1, Delhi-110017	A-1/245, GF, Janakpuri, New Delhi-110058.
E-mail & Contact Number	<a href="mailto:stomar2@gmail.com">stomar2@gmail.com</a> Mobile-09871054454	kaushal.anil17@gmail.com Mobile – 8800028118/9868128118

**Sd/-**  
**Executive Director (E&E), CIL**

## SECTION -2

### GENERAL TERMS AND CONDITIONS OF CONTRACT

#### 1.0 DEFINITIONS

- i. The word "Company" or "Employer" or "Owner" or "CIL" wherever occurs in the conditions, means the Coal India Limited, represented at the headquarters of the Company by the General Manager (Civil) or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his

- representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge of CIL.
- x. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts. Until the formal agreement is signed between the owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.
  - xi. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contract or parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
  - xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
  - xiii. 'Contract price' shall mean the total sum for which tender is accepted by the company.
  - xiv. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
  - xv. "Letter of Acceptance" of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
  - xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
  - xvii. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor, their collaborators or sub-contractors for the performance of the works.

- xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment stores or Works under the contract and/or the duly authorized representative of the owner.
- xix. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-Charge.
- xx. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.
- xxi. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub- systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.
- xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.
- xxiii. "Trial Operation", "Reliability Test", Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- xxiv. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.
- xxv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.
- xxvi. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxvii "Guarantee Period/Maintenance Period" shall mean the period during

which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.

xxviii "Drawings"/"Plans" shall mean all :

- (a) drawings furnished by the owner/consultant as a basis for proposals,
- (b) supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,
- (c) drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
- (d) drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and
- (e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,

xxix. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:

- (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
- (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
  - (i) A.S.M.E. Test codes.
  - (ii) A.I.E.E. Test codes.
  - (iii) American Society of Materials Testing Codes.
  - (iv) Indian Electricity Act and Rules and Regulations made thereunder.
  - (v) Indian Explosive Act and Rules and Regulations made thereunder.
  - (vi) Indian Petroleum Act and Rules and Regulations made thereunder.
  - (vii) Indian Mines Act and Rules and Regulations made thereunder.
- (c) Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.

xxx. Words importing singular only shall also include the plural and vice-versa where the context so requires.

xxxi. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.

xxxii. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act, failing that in the Indian Contract Act, and failing that in the General Clauses Act.

xxxiii. "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per xxv.

- xxxiv. "Government Approvals" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the plant/project.
- xxxv. "Month" shall mean a calendar month according to the Gregorian calendar.
- xxxvi. "Bank Guarantee" shall mean the Bank Guarantee to be provided by the Bidder in favour of Coal India Limited shall be operative in Kolkata, West Bengal.
- xxxvii. Bid/ offer/ proposal shall mean the proposal of the bidder submitted in response to the bid document issued by the company i.e. CIL

## **2.0 CONTRACT DOCUMENTS**

The following documents shall constitute the contract documents:

- ( i ) Articles of Agreement,
  - ( ii ) Notice Inviting Tender,
  - ( iii ) Letter of Acceptance of Tender
  - ( iv ) Conditions of contract, including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions, documents related to quality assurance, Integrity Pact, special conditions, if any etc. forming part of the Agreement,
  - ( v ) Specifications, where it is part of Tender Documents,
  - ( vi ) Performance Bank Guarantee as mentioned elsewhere in the NIT, e-mandate form duly filled and authenticated by bank,
  - ( vii ) Scope of works/Bills of quantities/schedule of works/quantities,
  - ( viii ) Contract Drawings/finalised work Programme in the form of PERT Network along with Critical Path,
  - ( ix ) Certificate of registration as per statutory requirements under Goods and, Services Tax Registration, Contract Labour License, Electrical Contractor License etc. as may be applicable
- 2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.
- 2.2 The Contractor shall enter into a Contract Agreement with the Owner within 60 (sixty) days from the date of issuance of LOA (Letter of Acceptance)' or within



- such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of issuance of LOA by the successful bidders. The performance Guarantee shall be as per terms prescribed in clause 3.0 of General Terms and Conditions of this tender.
- 2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 2.4 The Agreement, unless otherwise agreed to, shall be signed within 60 days from the date of issuance of LOA', at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.
- 2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.
- 2.8 The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance and submission of Performance Security or seven days after handing over the site for the first activity as per PERT network chart, whichever is later.
- 2.9 The laws applicable to this contract shall be the laws in force in India. The Calcutta High Court shall have exclusive jurisdiction in all matters arising under this contract.**
- 3.0 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT**
- 3.1 Security Deposit shall consist of two parts;  
a) Performance Security to be submitted at award of work and  
b) Retention Money to be recovered from running bills.  
The security deposit shall bear no interest.



- 3.1.1 Performance Security should be 3% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in the form of a Bank Guarantee as per the format specified in the Tender document from any scheduled bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Kolkata, West Bengal. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

**Work shall commence only after submission of Performance Security.**

In case the successful bidder fails to submit the Performance security within the stipulated time then the award of work shall be cancelled and the bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.

- 3.1.2 Clause left blank

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

Retention Money may be released against equivalent Bank Guarantee.

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

- 3.3 **Performance Security/Retention Money shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory PG Test.**

**Performance security/ Retention Money /security deposit submitted in the form of BG which shall be valid for 90 days after the end date of scheduled completion and to be extended for minimum period of 1(One) year in one instance which must cover a time period of 90 days beyond completion of Defect Liability Period.**

- 3.4 The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
  - (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as

developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

- 3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.
- 3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in bid document. Bank Guarantee shall be irrevocable and it shall be from any scheduled bank acceptable to the owner. The BG issued by outstation Bank shall be operative at its local branch at Kolkata, West Bengal.
- 3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 3.8 Performance Security deposit shall be returned to the Contractor after successful completion of 3 (Three) years of Defect Liability Period without any interest. The balance SD i.e. Retention Money shall be released without any interest after successful completion of entire period of the Defect Liability. Any defect/defects in the work, if detected during Guarantee Period/Defect Liability Period shall be rectified or equipment/ system shall be replaced to the satisfaction of the Engineer-In-Charge within the said defect liability/operation/maintenance guarantee period or its due extension till completion of the rectification/ replacement works as required.

#### **4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT**

- 4.1 The contractor may, after informing the engineer in charge/ designated officer in charge, with proper justification for acceptance, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract document. Suppliers of the equipment/system not identified in the contract document or any change in the identified supplier mentioned in the contract document can be changed and same may be informed to engineer in charge/ designated officer in charge, with proper justification for acceptance. The experience list of the equipment/system vendors under consideration by the contractor for this contract over the list mentioned in the contract document shall be furnished to the engineer in charge/ designated officer in charge prior to procurement of all such items/ equipment. Such assignment of subletting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any

assignment as above without prior information of engineer shall be void.

- 4.2 For components/equipment procured by the contractors for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organization, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalized in consultation with the engineer and shall form a part of the purchase order/contract between the contractor and the vendor. Within 3 weeks of the release of the same purchase order/contracts for such bought out items/ components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

## **5.0 PATENT RIGHTS AND ROYALTIES**

- 5.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall at his option and at his own expense, either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

## **6.0 TIME - THE ESSENCE OF CONTRACT**

- 6.1 The date of commencement shall be reckoned from the expiry of 30 days

from the issue of letter of acceptance. The PERT/BAR chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA.

- 6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of tender. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed. During the performance of contract, if in the opinion of the Engineer-in-charge proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.
- 6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.
- 6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing Programme, in line with the agreed contract network. Such manufacturing Programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.

## **7.0 CONTRACT PRICE**

- 7.1 The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

## **8.0 CHANGED QUANTITY**

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

## **9.0 DEDUCTIONS FROM CONTRACT PRICE**

- 9.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated in writing by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by

appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by Coal India Ltd. or other subsidiaries and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

## **10.0 CONTRACT PRICE ADJUSTMENT**

- 10.1 All adjustments in the contract price shall be computed in accordance with the conditions and formulae prescribed in the relevant clauses of 'Additional Terms and Conditions of Contract', the accompanying technical specifications and further satisfying the requirements specified herein.
- 10.2 The contract price stated in the contract agreement is the base price. A certain fixed percentage of the base price as indicated in the technical specifications shall not be subject to any price adjustment. The balance percentage viz. the cost portion shall only be subject to price adjustment.
- 10.3 Price adjustment shall be applicable to the cost portion, only if changes in the cost of labour and materials (either increases or decreases) occur during the contract period, directly affecting the cost portion.
- 10.4 Variations in the cost of materials shall be determined by comparing published material indices as on the last date of submission of bid (inclusive of price part) or the revised price bid, whichever is later, with the same indices published during the manufacture at the respective cut off periods for material as specified in clause 2.0 of Additional Terms and Conditions of Contract. Variations in the cost of labour shall be determined by comparing the wages as per the Minimum Wages Act of Central or state govt.(whichever is higher) as on the last date of submission of bid (inclusive of price part), or the revised price bid, whichever is later, with the same wages as per the Minimum Wages Act of Central or state govt.(whichever is higher), during the work/manufacture applicable to the place of work/manufacture at the respective cut off periods for labour as specified in clause 2.0 of Additional Terms and Conditions of Contract of this volume.
- 10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract **of this volume.**

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

## **11.0 PACKING, FORWARDING AND SHIPMENT**

- 11.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.
- 11.2 The contractor shall notify the owner of the date of each shipment from his works, and the expected date of arrival at the site for the information of the owner.
- 11.3 The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.
- 11.4 The following documents shall be sent by registered post to the owner within 3 days from the date of shipment, to enable the owner to make progressive payments to the contractor. The payment shall be made only after receipt and acceptance of materials at site in good condition.

Application for payment in the standard format of the owner (3 copies)

Invoice	(6 copies)
Packing list	(6 copies)
Pre-despatch clearance certificate, if any	(3 copies)
Test certificate, wherever applicable	(3 copies)

- 11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment despatched to site. The contractor shall further be responsible



for making all necessary arrangements for loading, unloading and other handling right from his works upto the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

## **12.0 DEMURRAGE, WHARFAGE, ETC.**

12.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

## **13.0 INSURANCE**

13.1 The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the owner, against all risks as detailed herein in the joint names of the Owner and the Contractor with the condition that payments against all claims shall be payable by insurers to the owner as elaborated at clause 13.5. All premiums and other charges of the said insurance policies shall be paid by the contractor. The form and the limit of such insurance, as defined herein together with the under-writer thereof in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

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

13.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, storage at site, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the works from time to time.

- 13.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, ask the contractor in writing to limit the insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium amounts.
- 13.5 All insurance claims, payable by the insurers, shall be paid to the Owner which shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.
- 13.6 The clause entitled insurance under the section erection terms and conditions of contract of this volume, covers the additional insurance requirements for the portion of the works to be performed at the site of work.

#### **14.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

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

#### **15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

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

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

- 15.1.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.



- 15.1.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 15.1.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 15.1.4 In the event of such termination of the contract as described in clauses 15.1.2 or 15.1.3 or both, the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value besides recovery of compensation for damage/loss for termination as provided in 20.6 of General terms and Conditions of Contract.
- 15.2 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

## **16.0 CONTRACTOR'S DEFAULT**

- 16.1 If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

- 16.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15.0 of this section.
- 16.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.
- 16.4 The bidding documents will clearly state that, if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

## **17.0 FORCE MAJEURE**

- 17.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- (a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
  - (b) Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 17.2 (a) The successful bidder / contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- (c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have

been taken into consideration in their quotations.

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

## **18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT**

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

## **19.0 EXTENSION OF DATE OF COMPLETION**

- 19.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge :
- a. due to any reasons defined as Force Majeure
  - b. non-availability of stores which are the responsibility of the owner to supply
  - c. non -availability or breakdown of tools and plant to be made available or made available by the owner
  - d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work
  - e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
  - f. any other causes which, at the sole discretion of the company is beyond the control of the contractor
- 19.2 A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.
- 19.3 The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

- 19.4 Provisional extension of time may also be granted by the Engineer-In-charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive liquidated damages at the time of granting final extension of time as per contract agreement.
- 19.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.
- 19.6 In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

## **20.0 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT**

- 20.1 The owner shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor
- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice  
or
  - b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing or
  - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing  
or
  - d. shall offer or give or agree to give any person in the service of the

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

or

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

or

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

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

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

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

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their

goods, estates and allow it to be continued for a period of 21 days.

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

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

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

- 20.6 On cancellation of the contract or on termination of the contract, the Engineer -in-charge shall have powers
- a. To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
  - b. In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:
    - i. Forfeiture of security deposit comprising of Performance Guarantee and Retention Money, at the disposal of the employer.
    - or
    - ii. 20% of value of incomplete work (Contract Value minus already executed value of the work).

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available



to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

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

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

- 20.8 **Foreclosure of contract in full or in part** - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the

work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable

- a. to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/reduction in the work.
- b. to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
- c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.
- d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor
- e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer -in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of para 20.8 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

## **21.0 NO WAIVER OF RIGHTS**

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



any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

## **22.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

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

## **23.0 GRAFTS AND COMMISSIONS ETC.**

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

## **24.0 LANGUAGE AND MEASURES**

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

## **25.0 RELEASE OF INFORMATION**

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

## **26.0 CONSTRUCTION OF THE CONTRACT**

- 26.1 In case owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/ despatch documents be required to execute an indemnity bond in favour of the owner in the form acceptable to the owner for keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said contract.
- 26.2 The contract shall in all respects be construed and governed accordingly to Indian Laws.
- 26.3 It is clearly understood that the total consideration for the contract (s) has been broken up into various components only for the convenience of payment of advance under the contract (s) and for the measurement of deviations or modifications under the contract (s).

## **27.0 COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section.

## **28.0 ENFORCEMENT OF TERMS**

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

## **29.0 ENGINEER'S DECISION**

- 29.1 In respect of all matters which are left to the decision of the engineer including the granting or withholding of the certificates, the engineer shall, if required to do so by the contractor give in writing a decision thereon.
- 29.2 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the engineer's decision and the decision shall become final and binding.
- 29.3 The engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as rendered shall be promptly observed.

### **30.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS**

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

### **31.0 TRAINING OF OWNER'S PERSONNEL**

- 31.1 The contractor shall undertake to train free of cost, engineering personnel selected and sent by the owner at the works of the contractor unless otherwise specified in the technical specifications. The period and the nature of training for the individual personnel (Executive as well as Staff / Technicians) shall be agreed upon mutually between the contractor and the owner or as specified in the NIT. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation or test, to enable those personnel to become familiar with the equipment being furnished by the contractor.
- 31.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel while undergoing training shall be responsible to the contractor for discipline.
- 31.3 In the event of the owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

### **32.0 POWER TO VARY OR OMIT WORK**

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

agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

- 32.2 In the event of the engineer requiring any variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 32.3 In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect. But the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.
- 32.4 If any variation in the works, results in reduction of contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the contractor proceeds with the change.
- 32.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 32.6 Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary the quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the contract documents. However, the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

### **33.0 GUARANTEE/DEFECT LIABILITY**

- 33.1 As per Special Conditions of Contract provided in the Tender Document

### **34.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

- 34.1 As per Special Conditions of Contract provided in the Tender Document

### **35.0 DEFENCE OF SUITS**

If any action in court is brought against the owner or engineer or an officer

or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

### **36.0 LIMITATIONS OF LIABILITIES**

Except in case of Criminal Negligence or Willful Misconduct,

(i) Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/or from any other remote cause whatsoever.

(ii) The Contractor shall not be liable to the owner for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the work which caused such losses, claims, damages, costs or expenses.

(iii) However, the limitation of liability of the contractor indicated above shall not apply to liquidated damages.

### **37.0 MARGINAL NOTES**

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

### **38.0 TAXES, PERMITS & LICENCES**

38.1 The contractor shall be liable and pay all- Indian taxes, (other than Goods and Services tax and GST Compensation Cess, if applicable) duties, levies, royalties, whether local, municipal, provincial or central lawfully assessed against the owner or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. This clause shall be read in conjunction with clause 17 of e-tender notice.

The contractor, along with his bills, shall submit proper documents in the name of the Company to enable the Company to claim Input Tax Credit under the applicable laws. The invoice shall be in compliance with the relevant rules.

CIL is entitled to avail Input Tax Credit on account of: CGST,

SGST/UTGST, IGST and GST Compensation Cess, as applicable for indigenous product/imported products. Hence set off allowed against CGST, SGST/UTGST, IGST and GST Compensation Cess as per relevant rules/act. Contractor shall submit relevant document as desired by CIL at the time of supply, along with the bills/invoice as per relevant rules for enabling CIL to claim Input tax credit benefit.

- 38.2 The Company shall deduct Income Tax as per prevalent rate from time to time from the gross amount(excluding GST) of the bill payable to the contractor; at present the rate of deduction is 1% for individual/proprietorship firm and 2% for others. However, if the contractor produces a certificate from the Income Tax authorities for no deduction of tax / deduction of tax at reduced rate, the same shall be complied with by the Company.

### **39.0 PROGRESS REPORTS AND PHOTOGRAPHS**

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

### **40.0 LONG TERM AVAILABILITY OF SPARES**

- 40.1 The contractor shall guarantee the long term availability of spares to the owner for the tenure of the Contract.
- 40.2 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure at its own discretion. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 40.3 The above procedure shall apply for future procurement of items included in standby spare list, mandatory spares lists, optional spares list and special tools, plants and equipment list, if any, specified in the bid documents.
- 40.4 The Contractor shall indemnify the owner for the availability of long time spares as per the terms and conditions laid down above in clause 40.1 to clause 40.3.
- 40.5 The Clauses 40.1 to 40.4 shall be read in conjunction with the section on Mandatory Spares as provided in the Technical Specifications.

### **41.0 PAYMENT**

- 41.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the contractor of all his liabilities under the contract. The paying authority will be GM (Finance), CIL or his authorized representatives.

The payment to the contractor will be made through Electronics Mode.

#### **41.2 CURRENCY OF PAYMENT**

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

#### **41.3 DUE DATES FOR PAYMENT**

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying technical specifications. Payment will become due and payable by the owner within thirty (30) days from the date of receipt of contractor's bill/invoice/debit note by the owner, provided the documents submitted are complete in all respects.

#### **41.4 PAYMENT SCHEDULE**

The contractor shall prepare and submit to the engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition of this section. While preparing the PERT network, the supply of P&M Equipment shall be linked to construction of respective Civil and Structural Works. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price.

#### **41.5 INTERIM PAYMENT**

- 41.5.1 The contractor shall submit running bill for the payment in the prescribed proforma of the owner to be supplied in due course at the time of Payment.
- 41.5.2 Each such running bill shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at site and of the equipment brought on to the site pursuant to the contract upto the date mentioned in the bill and for the period covered since the last preceding certificate, if any.
- 41.5.3 Every interim payment claim shall indicate the contract value of the works executed up to the date mentioned in the running bill, provided that no sum



shall be included in any running bill in respect of the works that, according to the decision of the engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.

#### **41.6 TERMS OF PAYMENTS**

41.6.1 Payment Schedule shall be as per Special Conditions of Contract. Since the total job is on turn-key basis, any payment to the Contractor before the final payment shall be treated as provisional payment towards the total contract value.

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

- a) Design engineering
- b) Civil construction including foundation and buildings
- c) Structural fabrication and erection
- d) Supply of equipment
- e) Machinery Erection
- f) Trial Run and commissioning
- g) Payment of O&M charges

All such payments shall be made by the Employer online within a month from the date of the submission of claims/bills. Payment will also be governed by the General Terms & Conditions of Contract. Any sum due from the Contractor shall be deducted from the first or next subsequent on account of payments as the case may be.

#### **42.0 SETTLEMENT OF DISPUTES**

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

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

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to Dealing Department of CIL. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

the following manner:

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

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

#### **42A. Settlement of Disputes through Arbitration**

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 42.

In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

#### Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for

any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/ Joint Venture/Consortium:

The Partnership firm/ Joint Venture/ Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

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

44.0 **SITE VISIT**  
Not Applicable

45.0 **E-way Bill:**

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

46.0 In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

**47.0 Discrepancies In Contract Documents & Adjustments Thereof**

47.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification

shall hold good with regard to the intention of the document or contract as the case may be.

- 47.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

## SECTION-3

### ADDITIONAL TERMS & CONDITIONS OF CONTRACT

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

1. **MOBILISATION ADVANCE:**

Not Applicable

2.0 **PRICE VARIATION CLAUSE:**

- 2.1 The contract price shall remain firm without any price variation except for Change in Law events.

## **SECTION - 4**

### **GENERAL TECHNICAL CONDITIONS**

#### **1.0 GENERAL**

This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall be read in conjunction with the Technical Specifications stipulated in the Appendix-11 of the Tender document. In case there is any conflict between the Technical Specifications as per Appendix-11 and the General Technical Conditions as per this section, the conditions as per Appendix-11 shall prevail.

#### **2.0 LIMIT OF CONTRACT**

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

#### **3.0 EQUIPMENT PERFORMANCE GUARANTEE**

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

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

#### **4.0 ENGINEERING DATA**

4.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications. The review of these data by the Engineer-in-charge will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the Engineer-in-Charge may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices

or items indicated or the accuracy of the information submitted. This review and/or approval by the engineer shall not be construed by the contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

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

## **5.0 DRAWING**

- 5.1 All drawings submitted by the contractor including those submitted at the time of bid shall be sufficiently detailed to indicate the type, size, arrangement, weight of each component, break-up for packing and shipment, the external-connections, fixing arrangements required, the dimensions required for installation and inter-connections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specifications.
- 5.2 Each drawing submitted by the contractor shall be clearly marked with the name of the owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogue pages are submitted the applicable items shall be indicated therein. All titles, notings, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.
- 5.3 The owner may use a 35 mm microfilm system in processing drawings. All drawings shall be suitable for microfilming. Drawings which are not suitable for microfilming will not be accepted. A copy of each drawings reviewed will be returned to the contractor as stipulated herein. The owner may also accept and use floppies/ disks for computer based drawings.
- 5.3.1 Copies of drawings returned to the contractor will be in the form of a print with the owner's marking, or a print made from a microfilm of the marked up drawing or in the form of aperture cards if the contractor has facilities to process such cards or print made from floppies for computer based drawings.
- 5.4 The drawings submitted by the contractor shall be reviewed by the Engineer-in-Charge as far as practicable within four (4) weeks and shall be modified by the contractor if any modifications and/or corrections are required by the Engineer-in-Charge. The contractor shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delay arising out of failure by the contractor to rectify the



drawings in good time shall not alter the contract completion date and it will be on the Contractor's account.

- 5.5 Approval by the Nodal Officer or his Nominee: the Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-charge or his Nominee, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

- 5.6. The drawings sent for approval to the Engineer-in-Charge shall be in quintuplicate. One print of such drawings will be returned to the contractor by the Engineer-in-Charge marked approved/approved with corrections. The contractor shall thereupon furnish the owner with nine prints and one reproducible original of the drawings after incorporating all corrections.

- 5.7 Further work by the contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Engineer-in-Charge, if so required.

- 5.8 All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the contractor's risk. The contractor may make any changes in the design which are necessary to make the equipment conform, to the provisions and intent of the contract and such changes will again be subject to approval by the Engineer-in-Charge. Approval of contractor's drawings or work by the Engineer-in-Charge shall not relieve the contractor of any of his responsibilities and liabilities under the contract.

- 5.9 Drawings shall include all installation and detailed piping drawings wherever applicable. All piping 100 mm and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree with actual as built construction.

- 5.10 **Operating and Maintenance Manual:** If "as built" drawings and/or operating and Maintenance Manuals are required the contractor shall supply them by the dates stated in the contract data.

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

## 6.0 INSTRUCTION MANUALS

- 6.1 The contractor shall submit to the Engineer-in-Charge, preliminary

instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor. The final instruction manuals complete in all respects shall be submitted by the contractor thirty (30) days before the first shipment of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, testing procedures, operation and maintenance procedures of the equipment. These instruction manuals shall be submitted in the form of one (1) reproducible original and twelve (12) copies.

- 6.2 If after the commissioning and initial operation of the plant, the instruction manuals require any modifications/ additions/changes, the same shall be incorporated and the updated final instruction manuals in the form of one (1) reproducible original and twelve (12) copies shall be submitted by the contractor to the owner.
- 6.3 The contractor shall furnish to the owner spare parts catalogue.
- 6.4 In addition, the contractor shall supply two sets of all the document, specifications, operation and maintenance manuals (in hard copies also) and as built drawings in CDs/soft copy to CMPDI. The documents supplied shall be in easily readable, search & printable format.

## **7.0 FIRST FILL OF CONSUMABLE, OILS AND LUBRICANTS**

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

## **8.0 MANUFACTURING SCHEDULE**

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

## **9.0 REFERENCE STANDARDS**

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

shall be referred to the Engineer-in-Charge whose decision shall be final and binding.

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

## **10.0 DESIGN IMPROVEMENT**

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

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

## **11.0 QUALITY ASSURANCE**

### **11.1 Quality Assurance Programme**

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

- a. his organisation structure for the management and implementation of the proposed quality assurance programme:
- b. documentation control system:
- c. qualification data for bidder's key personnel:
- d. the procedure for purchase of materials, parts components and selection of sub-contractor's services including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.:
- e. system for shop manufacturing and site erection control including process control and fabrication and assembly controls:
- f. control of non-conforming items and system for corrective actions:
- g. inspection and test procedure both for manufacture and field activities:
- h. control of calibration and testing of measuring and testing equipment:
- i. system for indication and appraisal of inspection status:

- j. system for quality audits:
- k. system for authorising release of manufactured product to the owner:
- l. system for maintenance of records:
- m. system for handling storage and delivery: and
- n. a quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished and each work at different stages executed at work site.

## 11.2 Quality Assurance Documents

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

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

## 12.0 ENGINEER'S SUPERVISION

- 12.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the contract that all matters and questions shall be referred to the Engineer-in-Charge and his decision shall be final.
- 12.2 The work shall be performed under the direction and supervision of the Engineer-in-Charge. The scope of the duties of the Engineer-in-Charge, pursuant to the contract, will include but not be limited to the following:
  - a. interpretation of all the terms and conditions of these documents and specification.

- b. review and interpretation of all the contractor's drawings, engineering data etc.
- c. witness or authorise his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the contract.
- d. inspect, accept or reject any equipment, material and work under the contract.
- e. issue certificate of acceptance and/or progressive payment and final payment certificates.
- f. review and suggest modifications and improvements in completion schedules from time to time.
- g. supervise the quality assurance programme implementation at all stages of the works.
- h. to receive and endorse the despatch documents enabling the contractor to clear the consignments.

### **13.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE**

- 13.1 The Engineer-in-Charge, his duly authorised representative and / or outside inspection agency acting on behalf of the owner shall have at all reasonable times access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the Engineer-in-Charge and for his duly authorised representative permission to inspect as if the works were manufactured or assembled on the contractor's own premises or works.
- 13.2 The contractor shall give the Engineer-in-Charge / Inspector fifteen (15) days written notice of any material being ready for testing. Such tests shall be to the contractor's account except for the expenses of the Inspector. The Engineer-in-Charge/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test / inspection, failing which the contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.
- 13.3 The Engineer-in-Charge or Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Engineer-in-Charge / Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

- 13.4 When the factory tests have been completed at the contractor's or sub-contractor's works, the Engineer-in-Charge / Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Engineer-in-Charge/Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the contractor's test certificate by the Engineer-in-Charge / Inspector. Failure of the Engineer-in-Charge/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the owner to accept the equipment should it, on further tests after erection, be found not to comply with the contract.
- 13.5 In all cases where the contract provides for tests whether at the premises or works of the contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer-in-Charge/Inspector or his authorised representative to carry out effectively such tests of the equipment in accordance with the contract and shall be given facilities to the Engineer-in-Charge/Inspector or to his authorised representative to accomplish testing.
- 13.6 The inspection by Engineer-in-Charge and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed quality assurance programme forming a part of the contract.

## **14.0 TEST**

### **14.1 Start up**

- 14.1.1 On completion of erection of the equipment and before start-up, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Engineer-in-Charge and the contractor for correctness and completeness of installation and acceptability of start-up, leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the contractor's quality assurance programme.
- 14.1.2 The contractor's commissioning / start-up engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant referred hereinafter as plant.

### **14.2 Trial Operation**



14.2.1 The plant shall then be on trial operation during which period all necessary adjustments shall be made while operating over the full load-range enabling the plant to be made ready for performance and guarantee tests.

14.2.2 The duration of trial operation of the complete equipment shall be fourteen (14) days out of which at least seventy two (72) hours shall be continuous operation on full load or any other duration as may be agreed to, between the Engineer-in-Charge and the contractor. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified operating characteristics, for the period of trial operation.

14.2.3 For the period of trial operation, the time of operation with any load shall be counted. Minor interruptions not exceeding four (4) hours at a time, caused during the continuous operation shall not affect the total duration of trial operation. However, if in the opinion of the Engineer-in-Charge, the interruption is long, the trial operation shall be prolonged for the period of interruption.

14.2.4 A trial operation report comprising of observations and recordings of various parameters to be measured in respect of the above trial operation shall be prepared by the contractor. This report, besides recording the details of the various observations during trial run, shall also include the dates of start and finish of the trial operations and shall be signed by the representatives of both the parties. The report shall have sheets, recording all the details of interruptions occurred, adjustments made and any minor repairs done during the trial operation. Based on the observations, necessary modifications / repairs to the plant shall be carried out by the contractor to the full satisfaction of the Engineer-in-Charge to enable the later to accord permission to carry out performance and guarantee tests on the plant. However, minor defects which do not endanger the safe operation of the equipment, shall not be considered as reasons for with holding the aforesaid permission.

### 14.3 **Performance and guarantee test**

14.3.1 The final test as to the performance and guarantees shall be conducted at site, by the owner. Such tests will be commenced within a period of two (2) months after successful completion of trial operations. Any extension of time beyond the above two (2) months shall be mutually agreed upon.

14.3.2 These tests shall be binding on both the parties of the contract to determine compliance of the equipment with the performance guarantees.

14.3.3 The available instrumentation and control equipment will be used during such tests and the Engineer-in-Charge will calibrate all such measuring equipment and devices as far as practicable. However, un-measurable parameters shall be taken into account in a reasonable



manner by the Engineer-in-Charge, for the equipment of these tests. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The Engineer-in-Charge will apply proper corrections in calculation, to take into account conditions which do not correspond to the specified conditions.

14.3.4 Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests, other than those accounted for by the Contractor in the BOQ sheet of its Bid, shall be provided by the Contractor, free of cost.

14.3.5 The guaranteed performance figures of the equipment shall be proved by the contractor during these performance and guarantee tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one month, from the date the equipment is ready for re-tests and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor. Duration of performance guarantee tests will be of one month of which 6 (six ) days continuous on load operation is the minimum requirement and in case it fails, the process of performance guarantee tests will be repeated.

14.3.6 The specific tests to be conducted on equipment has been brought out in the technical specifications.

14.3.7 Performance and guarantee test shall make allowance for instrumentation errors as may be decided by the engineer-in-charge.

#### 14.4 **Test Codes**

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

### 15.0 **PACKING**

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

## **16.0 PROTECTION**

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

## **17.0 PRESERVATIVE SHOP COATING**

17.1 As per Technical Specifications of the Tender

## **18.0 PROTECTIVE GUARDS**

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

## **19.0 DESIGN CO-ORDINATION**

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

## **20.0 DESIGN CO-ORDINATION MEETING**

The contractor will be called upon to attend design co-ordination meetings with the Engineer-in-Charge, other contractors and the consultants of the owner during the period of contract. The contractor shall attend such meetings at his own cost at the venue advised by the Owner as and when required and fully co-operate with such persons and agencies involved during those discussions.

## **21.0 TOOLS AND TACKLES**

The contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly and maintenance of the equipment. However, these tools and tackles shall be

separately packed and brought on to site.

## **22.0 NOISE LEVEL**

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

## **23.0 TAKING OVER**

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

## **24.0 INDIAN STANDARDS**

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

## **25.0 WELDING**

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

## **26.0 LUBRICATION**

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

## **27.0 EQUIPMENT BASES**

A cast iron or welded steel base plate shall be provided for all rotating

equipment which is to be installed on a concrete/structural steel base unless otherwise agreed to by the Engineer-in-Charge. Each base plate shall support the unit and its drive assembly, shall be of a neat design with pads for anchoring the units, shall have a raised lip all around, and shall have threaded drain connections.

## **28.0 RATING PLATES, NAME PLATES AND LABELS**

- 28.1 Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of non corrosive material upon which is to be engraved the manufacturer's name, equipment, type or serial number, together with details of the loading conditions under which the item of plant in question have been designed to operate, and such diagram plates as may be required by the Engineer-in-Charge.
- 28.2 Each item of plant is to be provided with a nameplate or label designating the service of the particular equipment. The inscriptions are to be approved by the Engineer-in-Charge or shall be as detailed in the appropriate sections of the technical specifications.
- 28.3 Such nameplates or labels are to be of white non-hygroscopic material with engraved black lettering or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.
- 28.4 Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated nameplate or label with engraving filled with enamel.
- 28.5 All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively two separate plates one with Hindi and the other with English inscriptions may be provided.

## **29.0 COLOUR CODE FOR PIPE SERVICES**

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

## **30.0 SERVICE BY THE OWNER**

- 30.1 The following services shall be arranged by the Contractor
- i. Drinking water and water required for the work to be arranged by the Contractor along with cost.
  - ii. Electricity at the work site is to be arranged by the Contractor and charges to be borne by the Contractor
- 30.2 Also in the event of the contractor requiring these services at parameters other than those specified above (at site), for any systems, equipment,

instrument etc. he shall make the necessary arrangements himself.

## **SECTION - 5**

### **ERECTION CONDITIONS OF CONTRACT**

#### **1.0 GENERAL**

- 1.1 The following provisions shall be read in conjunction with the Technical Specifications stipulated in the Appendix-11 of the Tender document. In case there is any conflict between the Technical Specifications as per Appendix-11 and the Erection Conditions of Contract as per this section, the conditions as per Appendix-11 shall prevail.
- 1.2 The contractor upon signing of the contract shall, in addition to a Project Co-ordinator, nominate another responsible Officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of contract.

#### **2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES**

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

#### **3.0 OWNER'S LIEN ON EQUIPMENT**

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the plant. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be

removed from the site by the contractor and/or his sub-contractors without the prior written approval of the Engineer-in-Charge.

#### **4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES**

The provisions of the clause entitled inspection testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The Engineer-in-Charge shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. If by the above inspection, the Engineer-in-Charge rejects any work or equipment, the contractor shall make good for such rejection either by replacement or modifications/ repairs as may be necessary, to the satisfaction of the Engineer-in-Charge. Such replacement will also include the replacement or re-execution of such of those works of other contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the contractor's work.

#### **5.0 ACCESS TO SITE AND WORKS ON SITE**

Not Applicable

#### **6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT**

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

#### **7.0 CO-OPERATION WITH OTHER CONTRACTORS**

7.1 The contractor shall co-operate with all other contractors or tradesmen of the owner, who may be performing other works on behalf of the owner and the workmen who may be employed by the owner and doing work in the vicinity of the works under the contract. The contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other contractors and his workmen. Any injury or damage that may be sustained in the employees of the other contractors and the owner, due to the contractor's work shall promptly be made good at his own expense. The Engineer-in-Charge shall determine the resolution of any difference or conflict that may arise between the contractor and other contractors or between the contractor and the workmen of the owner in regard to their work. If the works of the contractor is delayed because of any acts or omissions of another contractor, the contractor shall have no claim against the owner on that account other than an extension of



time for completing his works

- 7.2 The Engineer-in-Charge shall be notified promptly by the contractor of any defects in the other contractor's works that could affect the contractor's works. The Engineer-in-Charge shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the Engineer-in-Charge shall be binding on the contractor.

## **8.0 DISCIPLINE OF WORKMEN**

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

## **9.0 CONTRACTOR'S FIELD OPERATION**

- 9.1 The contractor shall keep the Engineer-in-Charge informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer-in-Charge shall not relieve the contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer-in-Charge or the owner or any of his representatives and no claim of the contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 9.2 The contractor shall have complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review by the Engineer-in-Charge is not intended to include review of contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.

## **10.0 PHOTOGRAPHS AND PROGRESS REPORT**

- 10.1 The contractor shall furnish three (3) prints each to the Engineer-in-Charge of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the Engineer-in-Charge or his representative. Photographs shall be adequate in size and number to

indicate various stages of erection. Each photograph shall contain the date , the name of the contractor and the title of the photograph.

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

### **11.0 MAN-POWER REPORT**

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

### **12.0 PROTECTION WORK**

The contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-in-Charge. No claim will be entertained by the owner or the Engineer-in-Charge for any damage or loss to the contractor's works and the contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the contractor's works occur because of other party not under his supervision or control, the contractor shall make his claim directly with the party concerned. If dis-agreement or conflict or dispute develops between the contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works the same shall be resolved as per the provisions of the clause 7.0 above entitled co- operation with other contractors. The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The contractor shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

### **13.0 EMPLOYMENT OF LABOUR**

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

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid

from time to time shall be responsibility of the contractor.

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

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

- 13.2 The Contractor shall comply with statutory requirements of various acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed there under from time to time in addition to other applicable labour laws.
- 13.3 The payment to the contractor's labourers has to be made through Bank only.
- 13.4 Bonus is to be paid to the contract workers engaged by the Contractors as per the provisions of Payment of Bonus Act, 1965 as amended from time to time.
- 13.5 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:
  - a. Work Order details
  - b. Details of Contractor workers and payment of wages in respect of each Work Order each month.
- 13.6 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.
- 13.7 Contractors should deploy suitably experienced workers as mentioned in relevant Govt. circular.

#### **14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

##### **14.1 SPACE:**

The contractor shall arrange space for his office, mess-rooms storage area, pre-assembly and fabrication areas, labour colony area, toilets, etc.

##### **14.2 ELECTRICITY:**

The contractor shall arrange for electrical distribution in the project site. The contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer-in-Charge's inspection and approval before connection to

supply. Power supply for labour colonies shall also be arranged by the Contractor. The contractor shall pay at prevalent rate of power supplied by State Electricity Board.

#### 14.3 **WATER:**

Supply of water will be made available by the Contractor. And further distribution will be the responsibility of the contractor. The contractor shall have to do their own arrangement for construction water at site. In case the owner arrange to supply the water for construction purpose at site, the contractor shall be charged @ 1% of the value of civil works and shall be deducted from the contractor's running/final bills.

### 15.0 **FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

#### 15.1 **Tools, tackles and scaffoldings**

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

#### 15.2 **Communication**

The Contractor has to extend the telephone & telex facilities for purposes of contract. The contractor shall pay for the same.

#### 15.3 **First – aid**

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

15.3.2 The contractor, in case of an emergency, has to provide the services of an ambulance for transportation to the nearest hospital.

#### 15.4 **Cleanliness**

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

damage.

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

## **16.0 LINES AND GRADES**

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

## **17.0 FIRE PROTECTION**

- 17.1 The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.
- 17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plants, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 17.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire - fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at

the site during the entire period of the contract.

- 17.4 The contractor shall provide enough fire protection equipment of the types and number for the ware - houses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

## **18.0 SECURITY**

The contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the contractor shall enter and leave the project site only with the written permission of the Engineer-in-Charge in the prescribed manner.

## **19.0 CONTRACTOR'S AREA LIMITS**

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

## **20.0 CONTRACTOR'S CO-OPERATION WITH THE OWNER**

In cases where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the Engineer-in-Charge and the same shall be acceptable at all times to the contractor. The Engineer-in-Charge may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc. as he may think fit in the interest of the owner and the contractor shall strictly adhere etc. such restrictions and co-operate with the Engineer-in-Charge. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The contractor shall be responsible for supplying such flushing oil and

other lubricants unless otherwise specified elsewhere in these documents & specifications.

## **21.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS**

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

## **22.0 MATERIALS HANDLING AND STORAGE**

- 22.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the contractor.
- 22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer-in-Charge immediately or any damage, shortage, discrepancy, etc. for the purpose of Engineer-in-Charge's information only. The contractor shall submit to the Engineer-in-Charge every week a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the contractor.
- 22.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge at any time.
- 22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer-in-Charge. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 22.5 All electrical panels, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.



- 22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the contractor. Such records shall be open for inspection by the Engineer-in-Charge.
- 22.7 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flameproof covering materials wherever applicable.
- 22.10 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the Engineer-in-Charge will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.
- 22.11 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumable like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer-in-Charge, in addition, may direct the contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the contractor shall strictly comply with.

### **23.0 CONSTRUCTION MANAGEMENT**

- 23.1 The field activities of the contractors working at site, will be co-ordinated by the Engineer-in-Charge and the Engineer-in-Charge's decision shall be final in resolving any disputes or conflicts between the contractor and other contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the Engineer-in-Charge shall not be a cause for extra compensation or extension of time for the contractor.
- 23.2 The Engineer-in-Charge shall hold weekly meetings of all the contractors working at site, at a time and a place to be designated by the Engineer-in-Charge. The contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer-in-Charge and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the Engineer-in-Charge may call for other meetings either with individual contractors or with selected

number of contractors and in such a case the contractor, if called will also attend such meetings.

- 23.3 Time is the essence of the contract and the contractor shall be responsible for performance of this works in accordance with the specified construction schedule. If at any time, the contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer-in-Charge, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
- 23.4 The Engineer-in-Charge shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the contractor except for the co-ordination work between various contractors as set out earlier.

#### **24.0 FIELD OFFICE RECORDS**

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

#### **25.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE**

- 25.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the works with intimation to the Engineer-in-Charge. All such goods shall, from the time of their being brought, vest in the owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the contractor without the written permission of the Engineer-in-Charge. The contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

- 25.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the contractor, under, in respect of or by reasons of the contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 25.3 After the completion of the works, the contractor shall remove from the site under the direction of the Engineer-in-Charge the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer-in-Charge. If the contractor fails to remove such materials, within 15 days of issue of a notice by the Engineer-in-Charge to do so then the Engineer-in-Charge shall have the liberty to dispose of such materials as detailed under clause 25.2 above and credit the proceeds thereto the account of the contractor.

## **26.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

- 26.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.
- 26.2 The contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The contractor shall be responsible to give reasonable notice to the Engineer-in-Charge and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

## **27.0 PAINTING**

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

## **28.0 INSURANCE**

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

### **28.2 Workmen's compensation insurance**

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

Workmen's compensation	As per statutory provisions
Employer's liability	As per statutory provisions

### **28.3 Comprehensive Automobile Insurance**

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

### **28.4 Comprehensive General Liability Insurance**

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

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

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

## **29.0 UNFAVOURABLE WORKING CONDITIONS**

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

### **30.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS**

The contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he might come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the Engineer-in-Charge. Similarly the contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of Engineer-in-Charge or by the Engineer-in-Charge shall not be disturbed in any way during the performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer-in-Charge. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

### **31.0 WORK AND SAFETY REGULATIONS**

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

- Further any such decision of engineer-in-charge shall not, in any way, absolve the contractor of his responsibilities, and in case, use of such a container or entry there of into the site area is forbidden by engineer-in-charge, the contractor shall use alternative methods with the approval of engineer-in-charge without any cost implication to Company or extension of work schedule.
- 31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosive) or any statutory authorities, the contractor shall be responsible for obtaining the same.
- 31.4 All equipment used in construction and erection by contractor shall meet Indian, Inter-national Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of the Company in this regard.
- 31.5 Periodical Examinations and all tests for all lifting/hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules enforced from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by engineer-in-charge or by the person authorized by him.
- 31.6 The contract shall be fully responsible for the safe storage of his and his sub-contractor's radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by contractor.
- 31.7 The contractor shall provide suitable safety equipment of prescribed standard to all employee and workmen according to the need, as may be directed by engineer-in-charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code practices/rules framed under



Indian Explosives Act pertaining to handling, storage and use of the explosives.

- 31.9 The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the contractor.
- 31.10 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.
- 31.11 Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
- a. satisfy the Engineer-in-Charge that the appliances is in good working condition
  - b. inform the Engineer-in-Charge of the maximum current rating, voltage and phases of the appliances.
  - c. obtain permission of the Engineer-in-Charge detailing the sockets to which the appliances may be connected.
- 31.12 The Engineer-in-Charge will not grant permission to connect until he is satisfied that:
- a. the appliance is in good condition and is fitted with a suitable plug.
  - b. the appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 31.13 No electric cable in use by the contractor/owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 31.14 No repair work shall be carried out on any live equipment. The equipment shall must be declared safe by engineer-in-charge and a permit to work shall be issued by engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/ equipment whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.
- 31.15 The contractor shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain in his temporary electrical installations.
- 31.16 The contractor employing more than 250 workmen whether temporary,



- casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractor's, the sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for above purpose. The name and address of a such safety officer of contractor will be promptly informed in writing to engineer-in-charge with a copy to safety officer-in charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.
- 31.17 In case any accident occurs during the construction /erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the company's engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws.
- 31.18 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short comings promptly. The contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the project within 3 days of such stoppage of work and decision of the project G.M in this respect shall be conclusive and binding on the contractor.
- 31.19 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 31.20 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation. In case of any inconformity between statutory requirement and the Company safety rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.
- 31.21 If the contractor fails in providing safe working environment as per the Company safety rules or continues the work even after being instructed to stop work by engineer-in-charge as provided in para 31.18 above, the contractor shall promptly pay to the Company, on demand i.e. by the owner compensation at the rate of Rs. 5,000/- per day or part there of

till the instructions are complied with and so certified by engineer-in-charge. However in case of accident taking place causing injury to any individual, the provisions contained in para 31.22 shall also apply in addition to compensation mentioned in this para.

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

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

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

## **32.0 CODE REQUIREMENTS**

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Standard codes of practice or in their absence appropriate International Standard, Indian Boiler Regulations, ASME codes and accepted good engineering practice, the Engineer-in-Charge's drawings and other applicable Indian recognized codes and the laws and regulations of the Government of India.

## **33.0 FOUNDATION DRESSING AND GROUTING**

- 33.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the foundations.
- 33.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.
- 33.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure

enough bearing strength. All laitance and surface film shall be removed and cleaned.

### **33.4 GROUTING MIX**

The grouting mixtures shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent, sand shall conform to ISI No.383/2386 or equivalent. The grout proportions for flat based where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flow able and the mix shall not show excess water on top when it is being puddled in place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filled full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportions of one bag of cement and 1.5 bags sand and 1.5 part 6 mm granite gravel. An acceptable plasticiser may be added to the grout mixes in a proportion recommended by the plasticisers manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

### **33.5 PLACING OF GROUT**

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

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

### **33.6 FINISHING OF THE EDGES OF THE GROUT**

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the structural or equipment base plates shall be out off flush and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the

grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

### **33.7 CHECKING OF EQUIPMENT AFTER GROUTING**

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

### **34.0 SHAFT ALIGNMENTS**

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment to as perfect an accuracy as practicable. The equipment shall be free from excessive vibration so as to avoid over-heating of bearings or other conditions which may tend to shorten the life of the equipment. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting. All alignment should be checked through alignment checker or condition monitoring equipment in the presence of the engineer-in-charge.

### **35.0 DOWELING**

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

### **36.0 CHECK OUT OF CONTROL SYSTEMS / POWER SUPPLY**

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

### **37.0 COMMISSIONING SPARES**

The contractor shall make arrangement for an adequate inventory at site of necessary commissioning spares prior to commissioning of the

equipment furnished and erected so that any damage or loss during these commissioning activities necessitating the requirements of spares will not come in the way of timely completion of the works under the contract.

### **38.0 CABLING**

- 38.1 All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made of symmetrical bends or fittings. When cables are run on cable trays, they shall be clamped at a minimum interval of 2000 mm or otherwise as directed by the Engineer-in-Charge.
- 38.2 Each cable, whether power or control , shall be provided with a metallic or plastic of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the contractor), at every 5 metre run or part there of and at both ends or the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.
- 38.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15D, where D is the over all diameter of the cable. Installation of other cables like high voltage, coaxial, screened, compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Wherever cables cross roads and water, oil, sewage or gas lines, special care should be taken for the protection of the cables in designing the cable channels.
- 38.4 In each cable run some extra length shall be kept at a suitable point to enable one to two straight through joints to be made should the cable develop fault at a later date.
- 38.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to Engineer-in-Charge's approval. Multicore control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly but not tightly tied utilizing plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be securely and evenly cut.
- 38.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably terminate Elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over-pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

## SECTION - 6

### SPECIAL CONDITIONS OF CONTRACT

Section	Clause	Aspect	Specific Terms
--	--	Completion Schedule	<ul style="list-style-type: none"> <li>• The time of completion and Commissioning of the Plant is Three Hundred Sixty Five (365) Days from the date of issue of Letter of Award (LOA). The O&amp;M Contract Period is for five (5) years from the start date of PG Test period. After completion of five (5) years of the O&amp;M period, the same may be extended on mutually-agreed terms between the Employer and the Contractor.</li> <li>• The Contractor shall inform the Company at least thirty (30) days advanced written notice of the date on which it intends to synchronize the Project to the grid.</li> </ul>
2	15	Delay in Execution or Failure to Supply	<ul style="list-style-type: none"> <li>• Any delay in completion of the work shall attract liquidated damage/ penalty for late completion.</li> <li>• If the Contractor fails to deliver the plant or fails to start the work within specified time frame after issue of LOA or fails to carry out the work as per agreed schedule or leaves the work site after partial execution of the work, the Company shall have the right to get the work done through any other agency at the risk and cost of the Contractor. Further to this, the Company may, without prejudice to the right of the Contractor to recover damages for breach of trust of the Contract, may impose penalties.</li> <li>• Notwithstanding anything contained in this tender document, bidders to note that the Completion time of the Project is the essence of the Contract. It is envisaged that the Contractor shall plan and achieve progress of the Project on or before the prescribed timeline/schedule without fail.</li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>• If, at any time, the Contractor's actual progress falls behind or is likely to fall behind the agreed schedule of the break-up/detailed Project activities, the Contractor shall submit to the Company, a revised programme with catch up schedule, taking into account the prevailing circumstances and delay in the respective activities / milestones. The Contractor shall, at the same time/forthwith notify promptly to the Company of the steps being taken to expedite progress of the Project activities, so as to achieve completion of such activities within the agreed Time schedule for Completion. The Contractor shall in order to overcome the situation, forthwith mobilize required additional resources like manpower, materials, machineries etc. to achieve the prescribed timeline/schedule at his risk and cost.</li> <li>• In case further slippage is observed in the progress of Project activities, as per agreed time schedule or failure by the Contractor, at any stage of the Contract, to perform the Contract diligently to fulfil his obligations as per the Contract, the Company reserves the right to engage any other Contractor(s)/sub-contractor(s) at any time, at the risk and cost of the original Contractor to ensure completion of the Project activities in line with the agreed time schedule.</li> </ul>
2  4	15, 16  3.2	Liquidated Damages for Delay and Underperformance	<p><b>A. Delay in Commissioning and COD</b></p> <ul style="list-style-type: none"> <li>• In case the Contractor fails to achieve successful Commissioning/ COD of the Project within 365 days from the date of LOA, then the Company shall levy the Liquidated Damages on the Contractor. Part commissioning shall be allowed with minimum allowed part capacity being 25 MW(AC). However, Performance Guarantee Test shall start only when the full capacity of 100 MW (AC) will be commissioned by the Contractor.</li> <li>• Completion time is the essence of the Contract and the same shall be firm and binding. For calculation of Liquidated Damages (LD),</li> </ul>



Section	Clause	Aspect	Specific Terms
			<p>Project schedule shall be considered as 365 Days i.e. project shall be completed (COD with full capacity) within 365 Days from the Zero Date.</p> <ul style="list-style-type: none"> <li>• In case the EPC Works of solar PV project (COD with full capacity) is not completed within the stipulated time period and the delay is due to reason attributable to the Contractor, then the Contractor shall pay to the Company compensation for delay subject to following:</li> <li>• Delay up to 30 days: Amount of INR 20,000/MW/Day shall be deducted as penalty for the first 30 days of delay, calculated on per day basis and proportionate to the capacity not commissioned as COD with appropriate authority.</li> <li>• Delay of more than 30 days and up to 60 days: Amount of INR 30,000 /MW/day shall be deducted on per day basis and proportionate to the capacity not commissioned as COD with appropriate authority</li> <li>• Delay of more than 60 days: Amount of INR 45,000 /MW/day shall be deducted on per day basis and proportionate to the capacity not commissioned as COD with appropriate authority.</li> <li>• For delay of more than 180 days from the LOA date will cause the Contractor's Event of Default to occur.</li> </ul> <p><b>Maximum applicable Liquidated Damages:</b> The upper ceiling for total liquidated damages for delay shall be maximum 10% of the EPC Contract Price.</p> <ul style="list-style-type: none"> <li>• The said right of the CIL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned work done from a third party at the complete risk and cost of the Contractor.</li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>• The Contractor shall indicate duration of all the activities in activity chart in conformity with the overall schedule of the completion of project. The Contractor shall submit the activity chart in form of Bar Chart which shall be discussed and finalized and shall be a part of Contract.</li> <li>• Any strike / lockouts at works or site of the Contractor or his sub-supplier/sub-contractor shall not be considered as force majeure condition.</li> <li>• For calculation of penalty, date of issue of LOA shall be the reference date.</li> </ul> <p><b>B. Delay in sourcing of solar PV modules:</b></p> <ul style="list-style-type: none"> <li>• The Contractor shall mandatorily source the solar PV modules within 31.03.2022 in order to prevent levy of Basic Customs Duty (BCD). If there is any delay by the Contractor in sourcing the modules within the specified timeline due to any reason attributable to the Contractor, then the BCD levied on the module price shall not be reimbursed by the Employer to the Contractor.</li> <li>• This above clause is applicable only when the Contractor imports the solar PV modules.</li> </ul> <p><b>C. Underperformance</b></p> <ul style="list-style-type: none"> <li>• For each Contract Year, the Contractor shall demonstrate “Actual Energy Delivered” at the Metering Point as compared to the quoted NEEGG.</li> <li>• If for any Contract Year, it is found that the “Actual Energy Delivered” is less than the quoted NEEGG for the particular year, the Contractor shall pay the compensation to the Company equivalent to INR (GUVNL PPA x 2) per kWh of under-generation. The same shall be recovered from payment yet to be made by the</li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>Company to the Contractor and/ or from the Bank Guarantees available with the Company.</p> <ul style="list-style-type: none"> <li>• In case the Project fails to generate any power continuously for ninety (90) days any time during the O&amp;M period, it shall be considered as an “Event of Default”.</li> <li>• Upon occurrence of any Event of Default mentioned in this Section, CIL shall have the right to encash the entire amount of O&amp;M Bank Guarantee submitted by the Contractor and withheld any other pending payment.</li> </ul>
2	17	Force Majeure	<ul style="list-style-type: none"> <li>• Neither Party (the “Contractor” or the “Company”) shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following: <ul style="list-style-type: none"> <li>a) acts of God;</li> <li>b) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;</li> <li>c) acts of war (whether declared or undeclared), invasion or civil unrest;</li> <li>d) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);</li> </ul> </li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>e) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;</li> <li>f) earthquakes, explosions, accidents, landslides; fire;</li> <li>g) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;</li> <li>h) chemical or radioactive contamination or ionizing radiation; or</li> <li>i) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;</li> <li>j) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.</li> </ul> <ul style="list-style-type: none"> <li>• <b>Force Majeure Exclusions:</b> <ul style="list-style-type: none"> <li>○ Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure: <ul style="list-style-type: none"> <li>a) Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;</li> <li>b) Delay in performance of the Contractor or its sub contractor or their agents;</li> <li>c) Non performance resulting from normal wear and tear experience in power generation materials and equipments;</li> <li>d) Strike or Labour Disturbances at the facilities of affected parties;</li> <li>e) Insufficiency of finances or funds or the agreement becoming onerous to perform, and</li> <li>f) Non performance caused by, or concerned with, the affected party's <ul style="list-style-type: none"> <li>i. Negligent and intentional acts, errors or omissions;</li> <li>ii. Failure to comply with Indian law or Indian Directive; or</li> </ul> </li> </ul> </li> </ul> </li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li data-bbox="995 235 1879 305">iii. Breach of, or default under this agreement or any Project agreement or Government agreement.</li> <li data-bbox="940 344 1892 922">○ The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.</li> <li data-bbox="940 945 1892 1156">○ The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.</li> <li data-bbox="940 1179 1892 1357">○ To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.</li> <li data-bbox="898 1380 1587 1409">● <b>Available Relief for a Force Majeure Event:</b></li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>○ No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in quoted prices shall not be allowed on account of Force Majeure event.</li> <li>○ For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.</li> </ul>
2	16, 18	Event of Default	<ul style="list-style-type: none"> <li>● <b>Contractor's Default:</b> The occurrence of any of the following events at any time during the term of the Contract shall constitute an Event of Default by the Contractor: <ul style="list-style-type: none"> <li>a) Failure to commission the project by the timeline mentioned in the Contract;</li> <li>b) Fails to supply power at the Delivery Point for a period as specified in the Contract;</li> <li>c) Failure or refusal by the Contractor to perform any of its material obligations under the Contract;</li> <li>d) Failure to furnish any of the Bank Guarantees as specified in the Contract;</li> <li>e) Failure to pay penalty or any other payment, as applicable, to the Company as per the terms of the Contract;</li> <li>f) If the Contractor (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement;</li> <li>g) If the Contractor becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver</li> </ul> </li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Contractor is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under the Contract and creditworthiness similar to the Contractor and expressly assumes all obligations under this agreement and is in a position to perform them; or</p> <p>h) The Power Producer repudiates the Contract.</p> <p>i) Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Contractor or commits any other acts or omissions as laid down in the Contract PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the Contract, the Contractor shall be construed to be in default.</p> <ul style="list-style-type: none"> <li>• <b>Company's Default:</b> The occurrence of any of the following events at any time during the term of the Contract shall constitute an Event of Default by the Company: <ul style="list-style-type: none"> <li>a) Failure or refusal by the Company to pay any portion of an undisputed bill, raised by the Contractor under the Contract, for a period of 90 days after due date;</li> <li>b) Failure or refusal by the Company to perform any of its material obligations under the Contract;</li> <li>c) The Company repudiates this Agreement;</li> <li>d) If the Company becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Company is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to</li> </ul> </li> </ul>



Section	Clause	Aspect	Specific Terms
			<p>perform its obligations under this Agreement and creditworthiness similar to the Company and expressly assumes all obligations under this agreement and is in a position to perform them.</p>
2	19.2	Hindrance Register	<ul style="list-style-type: none"> <li>• The Contractor shall maintain a Hindrance Register where reasons for delay may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Engineer-in-Charge of the Company or his authorized representative.</li> </ul>
--	--	Handing Over	<ul style="list-style-type: none"> <li>• After Commissioning of the Project by the Contractor, the Contractor to intimate the same to the Company and subsequently, appropriate authorities from the Company will check the Project as per terms and conditions of the Contract and will give punch points to the Contractor, which shall be attended by the Contractor. Further after commissioning, the Contractor shall submit the following to the Company: <ul style="list-style-type: none"> <li>I. All as- Built Drawings;</li> <li>II. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing and test results, manuals for all deliverable items, Operation, Maintenance &amp; Safety Instruction Manual and other information about the project;</li> <li>III. Bill of material; and</li> <li>IV. Inventory of spares at projects Site.</li> <li>V. Copies of all warranties/guarantees.</li> </ul> </li> <li>• After Commissioning, the Contractor to perform Operation &amp; Maintenance for a period as mentioned in the RFP document.</li> <li>• Prior to the completion of the O&amp;M period, the Company shall conduct a plant audit by self or the third party as per the Company's discretion, and any defects identified during such</li> </ul>

Section	Clause	Aspect	Specific Terms
			audits or inspection shall be rectified by the Contractor at its own cost prior to handing over.
--	--	Change in Law	<ul style="list-style-type: none"> <li data-bbox="894 331 1890 1052">• If, after the Bid Submission Deadline, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Company and Contractor and Bought out items (to be dispatched directly from the sub-vendor's works to the Project Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Contract Agreement.</li> <li data-bbox="894 1076 1890 1292">• Introduction / modification / changes in rates of safeguard duty and/or antidumping duty and/or custom duty including surcharge thereon after the Bid Submission Deadline and having direct effect on the cost of solar PV modules shall also be construed as Change in Law and shall be dealt with the manner specified in the previous paragraph.</li> <li data-bbox="894 1317 911 1341">•</li> </ul>

Section	Clause	Aspect	Specific Terms
2	39	Progress Report of Work	<ul style="list-style-type: none"> <li>• The Contractor shall submit a weekly progress report on execution of works conforming to bar/ PERT Chart and format provided by the Company. In case of any slippage(s) or delay in execution of work reasons for such delay along with details of hindrances will be submitted by the Contractor along with modified Bar/ PERT Chart mentioning the action plan being taken to keep the due date of completion of project unchanged. If required, the Contractor shall use additional manpower to keep the due date of completion of Project unchanged.</li> <li>• The authorized representative of the Contractor shall review the progress of the Project work every fortnight on a prefixed day at project site with the Company or its representative as per the network and record the minutes.</li> </ul>
4 5	13 4	Inspection and Testing	<ul style="list-style-type: none"> <li>• The Company or its authorized representative including appointed Consultant for the project shall have, at all times, access to the Contractor's premises and also shall have the power to inspect and examine the materials and workmanship of project work during its manufacture, shop assembly and testing. If part of the plant is required to be manufactured in the premises other than the Contractor's, the necessary permission for inspection shall be obtained by the Contractor on behalf of the Company or its duly authorized representative.</li> <li>• The Contractor shall offer following Test / Inspection to the Company: <ul style="list-style-type: none"> <li>I. The Company may depute its Engineer or representative or hire an agency for Third-Party Inspection, for pre-dispatch inspection at the manufacturing facility of the Contractor all items under this RFP as per applicable standards, approved QAP and documents. Samples for testing shall be drawn randomly in presence of the Company/ inspecting agency from</li> </ul> </li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>the lot offered for inspection. After Test/Inspection of the Items at factory, the Contractor is to submit the inspection &amp; test reports to the Company for review. After review of the inspection &amp; test reports, the Company will give dispatch clearance in writing. The Contractor shall not dispatch any item without dispatch clearance from the Company, in writing.</p> <p>II. The Company may depute its Engineer or representative or third party inspection agency for inspection during manufacture and in assembled condition prior to dispatch in accordance with the standard practice/ QAP of the manufacturer and applicable Standards, at no additional cost to the Company for demonstration and performing the test/inspection. The Contractor shall raise inspection call with internal test reports in advance for all items like PV Modules, MMS, cables, SJBs, Inverters, Transformers, HT &amp; LT switchgears, DC system, Switchyard equipment, earthing system, SCADA, RMU etc.</p> <p>III. Upon delivery of the photovoltaic modules on site, they shall be sampled randomly and tested for performance through an approved testing agency assigned by the Company. The result of such testing agency shall be binding to both the parties and shall be considered final performance measurement report for the guarantee / warrantee conditions of this contract.</p> <ul style="list-style-type: none"> <li>• In case of underperformance or rejection of the photovoltaic modules during above inspection or during operational lifetime of project, the Company shall notify the Contractor of such underperformance or rejection by email or in writing.</li> </ul> <p>I. Consecutively, the Contractor shall immediately replace such PV modules by supplying a new PV module of similar specification conforming to the required performance criteria and warranty to the Company within a period of 10 days from the date of intimation by email or written notice.</p>

Section	Clause	Aspect	Specific Terms
			<p data-bbox="940 232 1850 334">II. Upon receipt of the new PV module, the Contractor shall arrange to collect the rejected/defective photovoltaic module from site.</p> <p data-bbox="940 342 1877 410">III. The cost of transportation of the PV modules from the supplier to the site of CIL, and return shall be borne by the Contractor.</p> <ul data-bbox="898 418 1892 1393" style="list-style-type: none"> <li data-bbox="898 418 1864 597">• The Company shall have the right to serve notice in writing to the Contractor on any grounds of objections, which he may have in respect of the work. The Contractor has to satisfy the objection, otherwise, the Company at his liberty may reject all or any component of plant or workmanship connected with such work.</li> <li data-bbox="898 618 1892 1166">• The Contractor shall issue request letter to the Company or his authorized representative for testing of any component of the plant, which is ready for testing at least fifteen (15) days in advance from the date of actual date of testing at the premises of the Contractor or elsewhere. When the inspection and the tests have been satisfactorily completed at the Contractor's works, the Company shall issue a certificate to that effect. However, the Owner at its own discretion may waive the inspection and testing in writing under very special circumstances. In such case, the Contractor may proceed with the tests which shall be deemed to have been made in the Company's presence, and it shall forthwith forward six (6) sets of duly certified copies of test results and certificates to the Company for approval of the Company. The Contractor, on receipt of written acceptance from the Company, may dispatch the equipment for erection and installation.</li> <li data-bbox="898 1187 1864 1393">• For all tests to be carried out, whether in the premises of the Contractor or any Subcontractor or the supplier, the Contractor, shall provide labor, materials, electricity fuel, water, stores, apparatus and instruments etc. free of charge as may reasonably be demanded to carry out such tests of the plant in accordance with the Contract. The Contractor shall provide all facilities to the</li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>Company or its authorized representative to accomplish such testing.</p> <ul style="list-style-type: none"> <li>• The Company or his authorized representative shall have the right to carry out inward inspection of the items on delivery at the Site and if the items have been found to be not in line with the approved specifications, shall have the liberty to reject the same.</li> <li>• If the Company desires, testing of any component(s) of the plant be carried out by an independent agency, the inspection fee, if any, shall be paid by the Owner. However, the Contractor shall render all necessary help to the Company whenever required free of charge.</li> <li>• The Contractor has to provide the necessary testing reports to the Company as and when required.</li> <li>• Neither the waiving of inspection nor acceptance after inspection by the Company shall, in anyway, absolve the Contractor of the responsibility of supplying the plant and equipment strictly in accordance with specification and drawings etc.</li> <li>• If any item is not found conforming to standards during test / inspection, the same shall be replaced / rectified by Contractor without any cost to the Company and shall be re-offered for inspection.</li> <li>• The work is subject to inspection at all times and at all places by the Company. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes of practice</li> <li>• Decision of the Company in regard to the quality of work and materials and performance to the specifications and drawings shall be final.</li> </ul>

Section	Clause	Aspect	Specific Terms																						
--	--	Authorized Test Centres	<ul style="list-style-type: none"> <li>The PV modules, inverters, transformers, panels, wires, etc. deployed in the power plants shall have valid test certificates for their qualification as per IEC/ BIS Standards by one of the reputed labs of the respective equipment (preferably NABL Accredited Test Centres) in India. In case of module or other equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad or from test reports as per industry best practices in India will be acceptable.</li> </ul>																						
2	41.6	Terms of Payment	<ul style="list-style-type: none"> <li>The Owner shall pay the Contractor in the following manner. The Tender is a comprehensive EPC Contract of Supply, Works, Land and O&amp;M. The payment schedules are given below.</li> </ul> <p><b>Schedule of payment for Supply:</b></p> <table border="1"> <tbody> <tr> <td rowspan="2">1</td> <td>Submission of Report on Land survey, Transmission Route survey, Soil test, Site selection</td> <td rowspan="2">5% of Supply Price</td> </tr> <tr> <td>Submission of Design Basis Report and GA drawing</td> </tr> <tr> <td>2</td> <td>Supply of MMS on Pro rata basis</td> <td>10% of Supply Price</td> </tr> <tr> <td>3</td> <td>Dispatch of PV Modules from the port(s) of origin country(ies)</td> <td>10% of Supply Price</td> </tr> <tr> <td>4</td> <td>Receipt of PV Modules at the destination port</td> <td>15% of Supply Price</td> </tr> <tr> <td>5</td> <td>Supply of PV Modules at the Project Site on pro-rata basis</td> <td>35% of Supply Price</td> </tr> <tr> <td>6</td> <td>Supply of BOS and other items on Pro rata basis except Sl. No. 2 to 5 above</td> <td>20% of Supply Price</td> </tr> <tr> <td>7</td> <td>Supply of tools, tackles and measuring instruments</td> <td>5% of Supply Price</td> </tr> </tbody> </table>	1	Submission of Report on Land survey, Transmission Route survey, Soil test, Site selection	5% of Supply Price	Submission of Design Basis Report and GA drawing	2	Supply of MMS on Pro rata basis	10% of Supply Price	3	Dispatch of PV Modules from the port(s) of origin country(ies)	10% of Supply Price	4	Receipt of PV Modules at the destination port	15% of Supply Price	5	Supply of PV Modules at the Project Site on pro-rata basis	35% of Supply Price	6	Supply of BOS and other items on Pro rata basis except Sl. No. 2 to 5 above	20% of Supply Price	7	Supply of tools, tackles and measuring instruments	5% of Supply Price
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Section	Clause	Aspect	Specific Terms																								
			<p><b>Schedule of payment for Works:</b></p> <table border="1" data-bbox="896 451 1890 792"> <tr> <td colspan="3" data-bbox="896 451 1890 516"></td> </tr> <tr> <td data-bbox="896 519 989 651">1</td> <td data-bbox="993 519 1619 651">Against monthly RA bills for the Works executed at site with respect to the milestones achieved as per the project schedule furnished by the Contractor</td> <td data-bbox="1623 519 1890 651">75 % of Works Price</td> </tr> <tr> <td data-bbox="896 654 989 719">2</td> <td data-bbox="993 654 1619 719">Upon Successful Commissioning of the entire Project</td> <td data-bbox="1623 654 1890 719">15 % of Works Price</td> </tr> <tr> <td data-bbox="896 722 989 787">3</td> <td data-bbox="993 722 1619 787">Upon Successful Performance Guarantee Test</td> <td data-bbox="1623 722 1890 787">10 % of Works Price</td> </tr> </table> <p><b>Schedule of payment for Land:</b></p> <table border="1" data-bbox="896 901 1890 1039"> <tr> <td colspan="3" data-bbox="896 901 1890 966"></td> </tr> <tr> <td data-bbox="896 969 989 1034">1</td> <td data-bbox="993 969 1619 1034">Upon handover of acquired Land on pro-rata basis</td> <td data-bbox="1623 969 1890 1034">100 % of Land Cost</td> </tr> </table> <p><b>Schedule of payment for Operation and Maintenance (O&amp;M):</b></p> <table border="1" data-bbox="896 1149 1890 1320"> <tr> <td colspan="3" data-bbox="896 1149 1890 1214"></td> </tr> <tr> <td data-bbox="896 1218 989 1320">1</td> <td colspan="2" data-bbox="993 1218 1890 1320">On Monthly basis for Successful Operation and Maintenance of the Project throughout the O&amp;M Period based on the "O&amp;M Contract Price"</td> </tr> </table>				1	Against monthly RA bills for the Works executed at site with respect to the milestones achieved as per the project schedule furnished by the Contractor	75 % of Works Price	2	Upon Successful Commissioning of the entire Project	15 % of Works Price	3	Upon Successful Performance Guarantee Test	10 % of Works Price				1	Upon handover of acquired Land on pro-rata basis	100 % of Land Cost				1	On Monthly basis for Successful Operation and Maintenance of the Project throughout the O&M Period based on the "O&M Contract Price"	
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Section	Clause	Aspect	Specific Terms
2	41.1, 41.2, 41.3, 41.4, 41.5	Payment Procedure	<ul style="list-style-type: none"> <li>• Subject to any deduction which the Employer may be authorized to make under this Contract, and or to any additions or deductions provided for this Contract, the Contractor shall be entitled to payment as follows: <ul style="list-style-type: none"> <li>I. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the LOA/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.</li> <li>II. The Contractor shall submit the Tax Invoice for claim in three copies with relevant GST details and all supporting documents as per the Contract condition to the Employer. After due verification and recommendation, the Employer shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT or any other mode as communicated by the Employer from date of submission of clear invoice.</li> <li>III. The Contractor shall give complete shipping information concerning the weight, size, content of each package including any other information the Employer, may require. <ul style="list-style-type: none"> <li>a. For offshore supplies by the Contractor, following documents shall be air-mailed to the Employer within (7) days from the date of shipment. The advance copy of these documents shall be sent through e-mail: <ul style="list-style-type: none"> <li>i. Insurance certificates (6 copies)</li> <li>ii. Bill of lading (5 non-negotiable copies)</li> <li>iii. Invoice (6 copies)</li> <li>iv. Packing list (6 copies)</li> <li>v. Test certificate (3 copies)</li> <li>vi. Certificate of Origin (six copies)</li> <li>vii. One copy of the packing list shall also be enclosed in each case.</li> <li>viii. O &amp; M Manuals &amp;/or Catalogues</li> </ul> </li> </ul> </li> </ul> </li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>b. For onshore supply, the following documents shall be submitted through registered post to the Employer within 3 days from the date of shipment, the advance copy of these documents shall be sent through e-mail.</p> <ol style="list-style-type: none"> <li>i. Invoice (4 copies)</li> <li>ii. LR copies</li> <li>iii. Packing list (4 copies)</li> <li>iv. Test Certificate (3 copies)</li> <li>v. One copy of the packing list shall also be enclosed in each case.</li> <li>vi. O &amp; M Manuals &amp;/or Catalogues</li> </ol> <p>IV. The Contractor shall submit the Tax Invoice for the work executed showing separately GST and any other statutory levies in the Tax Invoice.</p> <p>V. Any discrepancy and delay, which result in demurrage and other charges for the consignment (for incomplete/incorrect documentation) will be to the account of the Contractor. All the formalities for custom clearance are in the Contractor's scope.</p> <p>VI. All taxes and deductions shall be applicable as per prevailing statutory rules and provisions in force.</p> <p>VII. In case the Contractor fails to submit the invoice with all the required documents to process payments, the Employer reserves the right to hold the payment of the Contractor against such invoices.</p>
2	13, 33, 34	Warranty/ Guarantee	<ul style="list-style-type: none"> <li>• The Plant shall perform as per the Guaranteed Performance indicated by the Bidder in its Bid.</li> <li>• PV modules used in grid connected solar power plants must be warranted for peak output power at Standard Testing Condition</li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>(STC), which shall not be less than 90% at the end of ten (10) years and not less than 80% at the end of twenty-five (25) years. The first-year degradation shall not be more 2.5% of the PV Module capacity and in subsequent years it shall not be more than 0.7% per annum.</p> <ul style="list-style-type: none"> <li>• All plant equipment and components and overall workmanship of the grid solar power plants shall be warranted for a minimum of 5 years except solar PV Modules for which product warranty shall be for 10 years and performance warranty shall be for 25 years.</li> <li>• The Contractor shall ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.</li> <li>• At the end of Contract period, the Contractor's liability shall cease. CIL shall be entitled to the benefit of such warranty given to the Contractor by the original contractor or manufacturer or supplier of such goods.</li> <li>• During the Contract period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of substandard materials in the work. Any defects in the work during the Contract period shall therefore, be rectified by the Contractor without any extra cost to CIL within a reasonable time as may be considered from the date of receipt of such intimation from CIL failing which CIL shall take up rectification work at the risk and cost of the Contractor.</li> </ul>
--	--	Project Management Consultant and Third-Party Inspection Agency	<ul style="list-style-type: none"> <li>• A Project Management Consultancy (PMC) or Third-Party Inspection agency (TPI) may be appointed by the Company, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, commissioning, operation and maintenance during the span of the</li> </ul>

Section	Clause	Aspect	Specific Terms
			Project. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by any National or State agency.
5	14.2, 14.3	Power and Water Supply during Construction	<ul style="list-style-type: none"> <li>• The Contractor shall arrange for the temporary Power Supply at the site for construction purpose at its own cost.</li> <li>• Cost of water shall be as per prevailing rate and to be borne by the Contractor.</li> <li>• Cost of electricity required during construction shall be payable by the Contractor. For construction, temporary connection from Distribution Company shall be arranged by the Contractor as per applicable tariff.</li> <li>• The Company shall not provide facility for storage of material, and accommodation for labors at site. The Contractor shall make his own arrangement for the same.</li> </ul>
--	--	Contractor's obligations	<ul style="list-style-type: none"> <li>• The Contractor shall be responsible towards any obligation of CIL related to operation and maintenance of the Project as per the terms and conditions of the Power Purchase Agreement (PPA) between CIL and GUVNL for the Project and the Request for Selection [ RfS No. GUVNL / 500 MW / Solar (Phase XII) dated 23.01.2021 ] issued by GUVNL, in so far as not explicitly mentioned in the Contract.</li> </ul>
2	1	Definitions	<ul style="list-style-type: none"> <li>• "Actual Energy Delivered" means the net energy in kilo-watt hour (kWh) from the Project as measured at the Metering Point at Grid/delivery point.</li> <li>• "Applicable Law" means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or</li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.</p> <ul style="list-style-type: none"> <li>• “Bid” shall mean the bid submitted by the Bidder in response to this Tender.</li> <li>• “Bidder” shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Individual including its successors, executors and permitted assigns severally, as the context may require;</li> <li>• “Capacity Utilization Factor (CUF)” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020 as amended from time to time.</li> <li>• “CERC” means Central Electricity Regulatory Commission.</li> <li>• “Change in Law” shall have the meaning ascribed thereto in this Tender document.</li> <li>• “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.</li> <li>• "Commercial Operation Date (COD)" shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.</li> <li>• “Commissioning” with respect to the project or part thereof as certified by GEDA shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.</li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>• “Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Scope of Work) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Commissioning of the Facilities or such specific part thereof has been completed as per the Scope of Work.</li> <li>• “Completion Certificate” shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.</li> <li>• “Contract” or “Contract Agreement” means the Contract signed between the Company (CIL) and the Contractor to execute the entire Scope of Work as given in this RFP document.</li> <li>• “Contracted Capacity” shall mean 100 MW (AC) contracted with GUVNL for supply at the Delivery Point from the Project. It is to clarify that in any 15 minute time block, the injected power shall not exceed the Contracted AC Capacity plus 5% as well as the inverter capacity shall not exceed Contracted AC Capacity plus 5%.</li> <li>• “Contracted CUF” shall mean the % capacity utilization factor of the project measured at the Delivery Point as specified in the Contract.</li> <li>• “Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.</li> <li>• “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.</li> </ul>



Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>• “Day” means calendar day of the Gregorian/English calendar.</li> <li>• "Delivery Point / Interconnection Point" with respect to the Project shall be the point or points of connection at which Electricity is delivered from the Project into the Grid System of the GETCO.</li> <li>• “Defect Liability Period” means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Defect Liability clause hereof.</li> <li>• “Effective Date” for this Contract shall mean the date of issuance of Letter of Intent by the Company.</li> <li>• “Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract for enabling the installation, construction, testing and commissioning of the Solar Power System(s).</li> <li>• “Government Authority” means Government of India, any state government or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Contractor, the Facility, or the performance of all or any of the services, obligations or covenants of Contractor under or pursuant to this Contract or any portion thereof.</li> <li>• “Guarantee Test(s)” means the Performance Guarantee test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees.</li> <li>• “Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided</li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Company's personnel etc.</p> <ul style="list-style-type: none"> <li>• "Interconnection Facilities" in respect of the Project shall mean all the facilities installed by the Contractor to enable delivery of energy from the Project at Contracted CUF at the Delivery Point, and include transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to GETCO's nearest sub-station.</li> <li>• "Metering Point" shall mean the point at which energy shall be measured and supplied to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation. Metering shall be done at this interconnection point at the substation where the power is injected into the substation i.e. the delivery point. For interconnection with grid and metering, the Contractor shall abide by the relevant and applicable regulations. In case of Solar Projects to be set up in an existing Wind Farm and proposed to be interconnected to the grid through a common pooling station, the power generated from Wind and Solar Projects shall be injected and measured separately at the Pooling Station and the successful bidder shall have to install separate ABT compliant meters at Pooling s/s for this purpose.</li> <li>• "MNRE" means Ministry of New and Renewable Energy, Government of India.</li> </ul>

Section	Clause	Aspect	Specific Terms
			<ul style="list-style-type: none"> <li>• “Month” means calendar month of the Gregorian/English calendar.</li> <li>• “O&amp;M” means Operations and Maintenance.</li> <li>• “Plant Capacity” is defined as the 100 MW(AC) Grid-Connected Solar Photovoltaic Power Plant proposed to be located in the State of Gujarat, as per the provisions in this Tender including but not limited to its design, engineering, procurement &amp; supply, construction, commissioning, comprehensive operation and maintenance.</li> <li>• "Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.</li> <li>• “RFP document” or “Tender document” or “Tender” shall mean this bidding document issued by the Company including all attachments.</li> <li>• “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.</li> <li>• “Solar Power System(s)” means the solar photovoltaic grid interactive power system(s) to be established at the site specified in the RFP.</li> <li>• “Subcontractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted</li> </ul>

Section	Clause	Aspect	Specific Terms
			<p>directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.</p> <ul style="list-style-type: none"><li data-bbox="898 326 1871 391">• “Successful Bidder” means the bidder who has been awarded the Contract and described as Contractor for the “Project”.</li><li data-bbox="898 415 1892 521">• “Time for Completion” shall be the date on or before which Commissioning of the Facility has to be achieved to the satisfaction of the Company and such date is specified in NIT.</li><li data-bbox="898 545 1780 610">• “Year” means a period of 12 full consecutive months or 365 consecutive days.</li></ul>

## SECTION - 7

### SAFETY CODE

1. Suitable scaffolds 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 materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) 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 opening 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.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
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 person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).
5. Safety 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 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11  $\frac{1}{2}$ " ) for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. 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 as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost

which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) 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.
8. All necessary personal safety equipment as considered adequate by the Engineering-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided :
  - i. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii. Those engaged in welding works shall be provided with welder's protective eye shields.
  - iv. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- v. When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least 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 boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
- a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
  - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.



- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
  - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers ( when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) 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 is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the

working painters to wash during and on the cessation of work.

- d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.
  - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 9.** When the work is done near any place where there is risk of drowning, all necessary 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 obtained during the course of the work.
- 10.** Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i). (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) 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 operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors 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 Electrical Engineer concerned.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part 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 worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, 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.
  13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
  14. 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 Labour Officer or Engineer-in-Charge of the department or their representatives.
  15. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**SECTION - 8****BID SUBMISSION CHECKLIST**

[Note: Document Checklist shall be attached with  
Appendix 1 of the Technical Bid]

<b>Sl. No.</b>	<b>Document</b>	<b>Attached (Yes/No)</b>
1	Letter of Bid (Appendix-1)	
2	Details of Site (Appendix-2)	
3	Form for Electronic Fund Transfer / Internet Banking Payment (Appendix-7)	
4	Power of Attorney (Appendix-8)	
5	Bid Securing Declaration (Appendix-12)	
6	Written Consent for Arbitration Clause (applicable for Partnership Firms and JVs) (Appendix-13)	
7	Undertaking (Appendix-14)	
8	Detailed Project Schedule (Appendix-17)	
9	Certificate of possessing adequate Working Capital – CA Certificate and Banker's Certificate, as applicable (as per Clause 8.A of e-Tender Notice)	
10	Attested copy of PAN Card of the Bidder (as per Clause 8.B of e-Tender Notice)	
11	Attested copy of GST Registration Certificate of the Bidder (as per Clause 8.C of e-Tender Notice)	
12	MoA and AoA along with Certificate of Incorporation of the Bidder as documentary support for legal status of the Bidder (as per Clause 9 of the e-Tender Notice)	
13	Declaration in compliance with the provisions of Public Procurement (Preference to Make in India), Order 2017-Revision vide order no. P-45021/2/2017/PP(BE-II) dtd 16.09.2020 of Ministry of Commerce and Industry, Government of India and amendments thereof (as per Clause 9 of the e-Tender Notice)	
14	Valid Digital Signature Certificate (Appendix-18)	
15	Filled-in BOQ Excel File	

**APPENDIX-1: FORMAT FOR LETTER OF BID**

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

To :  
Executive Director (Engineering and Equipment)  
Coal India Limited  
Coal Bhawan,  
Premise No-04 MAR,  
Plot No-AF-III, Action Area-1A,  
Newtown, Rajarhat, Kolkata-700156

Sub : Project Name : \_\_\_\_\_

Tender No. & date : \_\_\_\_\_

Dear Sir,

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

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

**We hereby confirm total and unconditional acceptance of the TERMS and CONDITIONS OF CONTRACT (e-Tender Notice, General Terms and Conditions of Contract, Additional Terms and Conditions of Contract, General Technical Conditions of Contract, Erection Conditions of Contract, Special Conditions of Contract and Safety Code) and TECHNICAL SPECIFICATIONS as given in the Bid document.**

**We hereby also confirm that the detailed design and drawings will be submitted by us for approval, before execution of work and any changes/modifications suggested by you will be acceptable to us at the same Terms & Conditions of NIT and without any additional cost.**

**We hereby also confirm that any Item/Structure/Plant & Machinery, not specifically indicated in the Scope of work/Bill of Quantity, but subsequently felt necessary for satisfactory completion and commissioning of the Project, will be executed/supplied by us without any additional cost.**

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

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

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

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Coal India Limited.

Should this bid be accepted, we agree to furnish Performance Security within **stipulated date** and commence the work within **stipulated date**. In case of our failure to abide by the said provision, Coal India Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ Work Order/Award and also ban us **for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.**

Date : .....

Yours faithfully,

Signature of Bidder with  
Seal

## APPENDIX-2: DETAILS OF SITE

(to be furnished by the Bidder in the Bid)

Proposed location of the Project (Village, Tehsil, District)	Area of land available (in Acre)	Solar Irradiation (GHI and DNI) at the place where the Land is located	Interconnection Point(s) with Sub-station names, voltage and spare capacities	Distance of Project site / Land from the Interconnection Point (in km)

**Note:** In case the Bidder proposes to construct the Project at multiple locations [each location to have minimum capacity of 25 MW(AC)], the Bidder can add more number of rows in the above table based on the number of locations.

Signature of Bidder with  
Seal



### APPENDIX-3: FORMAT FOR BANK GUARANTEE

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

To

.....  
 .....

Re: Bank Guarantee in respect of Contract No.....

Dated.....

Between ..... (Name of the company) and .....  
 (Name of the Contractor)

WHEREAS

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

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs... as security for due compliance and performance of the terms and conditions of the said contract.

We ICICI Bank Ltd, having its registered office at Near Chakli Circle, Old Padra Road, Vadodara-390 007, India and having a branch office at Commercial Branch, Technopolis Building, 1st Floor, BP4, Sector V, Salt Lake City, Bidhannagar, North 24 Parganas Dist., Kolkata – 700091 have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

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

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

to pay the sum, or failing on the company to compel such payment by the Contractor.

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

The Bank further agrees that the Guarantee shall come into force from the date hereof and shall remain in force up to and including ..... and shall be extended from time to time for such period pursuant to the provisions in the said contract.

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

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

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

Any notice by way of request, demand or otherwise hereunder maybe sent by post addressed to the bank branch/operative branch, and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

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

The Bank has under its constitution power to give this Guarantee and Sri \_\_\_\_\_ who has signed it on behalf of the Bank has authority to do so.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)  
(Designation)  
(Code number)  
(address)

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

The liability of the Bank under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (the “Guaranteed Amounts”).

This Guarantee shall be valid up to\_\_\_\_\_ (the “Expiry Date”).

Notwithstanding anything to the contrary contained herein, no obligation of the Bank to pay any amount under this Guarantee shall arise prior to the fulfilment of the following conditions precedent:

- (a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and
- (b) such written claim/demand(s) is/are delivered to the Bank on or before the claim Expiry Date at the ICICI Bank branch located at Commercial Branch, Technopolis Building, 1st Floor, BP4, Sector V, Salt Lake City, Bidhannagar, North 24 Parganas Dist., Kolkata – 700091.

## APPENDIX-4: PRE-CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure .....(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

~~d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India , if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.~~

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “ Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**



(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

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

### **Section 8 - Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Bids for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

**Section 10 - Other provisions**

( 1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**Section 11- Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Section 12- Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction of High Court of Calcutta.

**Section 13 - Other Legal Actions.**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## APPENDIX-5: ILLUSTRATIVE COMPUTATION OF EVALUATED BID VALUE (EBV)

The Evaluated Bid Value (EBV) shall be calculated using the following parameters:  
Parameters Quoted by the Bidder:

- i. Quoted Supply Price (in INR),
- ii. Quoted Works Price (in INR),
- iii. Quoted Land Cost (in INR),
- iv. Quoted O&M Price for each year during the O&M period (of 5 years) (in INR),
- v. Quoted Annual Net Electrical Energy Generation Guarantee (NEEGG) at the metering point of the Plant for each year during the O&M period (of 5 years) (in kWh).

Parameters assumed constant for evaluation of each Bidder:

- i. Discount Factor of 6.45% annually.

The Evaluated Bid Value (EBV) shall be calculated using the abovementioned parameters as follows:

<b>Step 1</b>		Quoted total Supply Price (in INR)
<b>Step 2</b>		Quoted total Works Price (in INR)
<b>Step 3</b>		Quoted total Land Cost (in INR)
<b>Step 4</b>		Net Present Value (NPV) of 5 years of O&M Cost quoted by the Bidder (in INR)
<b>Step 5</b>	ADD	Summation of Supply Price, Works Price and Land Cost (sum of Step 1 to 3) and NPV of O&M Price for 5 years (INR)
<b>Step 6</b>		Summation of quoted NEEGG for 5 years (kWh)
<b>Step 7</b>	DIVIDE	(Sum of Supply Price, Works Price and Land Cost, and NPV of each year O&M Contract Price for 5 years) divided by (Summation of quoted NEEGG for 5 years) i.e. (Step 5 / Step 6)

The Evaluated Bid Value (EBV) shall be the Net Present Value (NPV) as calculated above.

**Evaluated Bid Value (EBV) =**

$$\begin{aligned} & \text{[(Quoted Supply Price) + (Quoted Works Price) + (Quoted Land Cost)} \\ & \text{+ (Total NPV of each year O\&M Contract Price of 5 years)]} \end{aligned}$$

$$\sum \text{NEEGG of 5 years}$$

The Bidder with the lowest EBV in INR / kWh shall be the Successful Bidder.

**EXAMPLE:**

The following example will further clarify the methodology of comparison:

**Figures Quoted by Bidder 1:**

Supply Cost (INR)	Works Cost (INR)	Land Cost (INR)	Year	NPV of O&M Cost (Total)		NEEGG (kWh)		EBV (INR/ kWh)
				Yearly Cost (INR)	Total Cost INR	Yearly Generation (KWh)	Total Generation (kWh)	
(A)	(B)	(C)			(D)		(E)	F=(A+B+C+D)/E
3,83,50,00,000	1,00,00,00,000	20,00,00,000	1	2,18,00,000	9,65,67,460	40,00,00,000	2,00,00,00,000	2.56
			2	2,04,78,920		40,00,00,000		
			3	1,92,38,500		40,00,00,000		
			4	1,80,72,200		40,00,00,000		
			5	1,69,77,840		40,00,00,000		

EBV of Bidder 1 is INR 2.56/kWh.

**Figures Quoted by Bidder 2:**

Supply Cost (INR)	Works Cost (INR)	Land Cost (INR)	Year	NPV of O&M Cost (Total)		NEEGG (kWh)		EBV (INR/ kWh)
				Yearly Cost (INR)	Total Cost INR	Yearly Generation (KWh)	Total Generation (kWh)	
(A)	(B)	(C)			(D)		(E)	F=(A+B+C+D)/E
3,96,82,22,000	1,20,00,00,000	22,00,00,000	1	2,28,90,000	10,13,95,833	45,00,00,000	2,25,00,00,000	2.44
			2	2,15,02,866		45,00,00,000		
			3	2,02,00,425		45,00,00,000		
			4	1,89,75,810		45,00,00,000		
			5	1,78,26,732		45,00,00,000		

EBV of Bidder 2 is INR 2.44/kWh.

EBV of Bidder 1 is higher than Bidder 2.

Bidder with lower EBV in INR / kWh shall be L-1. Hence, in the above illustrative computation, Bidder 2 would be preferred as the Successful Bidder (L-1) compared to Bidder 1.

Signed and seal



**APPENDIX-6: FORMAT FOR PRE-BID QUERIES**

<b>Sl. No.</b>	<b>Chapter No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Tender Term</b>	<b>Bidder's Query</b>

*Sign with seal*

**APPENDIX-7: MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT**

1. Name of the Bidder : .....
2. Address of the Bidder : .....

City.....

Pin Code.....

E-mail Id .....

Permanent Account Number .....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Plea se attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS Code			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book. )			

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme.

Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorised Signatory

-----

Certified that particulars furnished above are correct as per our records.

Banker's Stamp:

Date:

(Signature of the Authorised official from the Bank)

## APPENDIX-8: FORMAT FOR POWER OF ATTORNEY

*(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM VALUE OF RS.100/- DULY NOTARIZED)*

Know all men by these presents, We, *[name of entity / Lead member of consortium and address of the registered office]* do hereby constitute, nominate, appoint and authorise Mr. / Ms.*[name]*, son/ daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/ retained by us and holding the position of *[designation]* as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Acquisition and Handover of Land, Design, Engineering, Supply and Procurement, Construction, Erection, Testing, Commissioning, and Operation and Maintenance of Solar Photovoltaic Grid-Connected Power Plant of capacity 100 MW(AC) including Evacuation Infrastructure in the State of Gujarat for Coal India Ltd (the "Client"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Application.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of entity / Lead member of consortium]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in "yyyy" format]*.

For *[name and registered address of entity / Lead member of consortium]*  
*[Signature]*  
*[Name]*  
*[Designation]*

Witnesses:

1. *[Signature, name and address of witness]*
2. *[Signature, name and address of witness]*

Accepted  
*[Signature]*  
*[Name]*

*[Designation]*

*[Address]*

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

## APPENDIX-9: PROFORMA FOR EXECUTION OF AGREEMENT

NON-JUDICIAL STAMP PAPER (of appropriate value as per Stamp Act)

This agreement is made on ..... day of ..... between ( Name of Company ) having its registered office at ..... (here-in-after called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor ) carrying on business as a (partnership / proprietorship / Ltd. Co. etc. ) firm under the name and style ..... (here-in-after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
2. The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i) Annexure-A Tender Notice (Page .. to ..)
  - ii) Schedule-A General Terms & Conditions, Special Conditions, General Technical Conditions, Erection Conditions of Contract, Technical Specifications and Safety Code (Page ..... to .....)
  - iii) Schedule-B The probable Quantities and Amount (Page ..... to .....)
  - iv) Schedule-C Negotiation letters (Page ..... to .....)
  - iv) Schedule-D Letter of Acceptance/Work Order (Page ..... to .....)
  - v) Schedule-E Drawings (Page ..... to .....)
3. In consideration for the payment of the sum of Rs.....( W/O Value; both in words and figures ) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the

extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

- 4. The company has received a sum of Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of B.G.
- 5. The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup> part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....  
The Contractor, as one of the constituted attorney,  
In the presence of –

1. Name \_\_\_\_\_ Signature

Address:

Occupation:

Signed by Sri .....on behalf of Signature  
(Name of Company) in presence of -

1. Name: Signature

2. Address:.

## **APPENDIX-10: PROFORMA OF MEMORANDUM (To be a Part of Contract Agreement)**

### **TENDER FOR WORK**

I/We hereby tender for the execution for the COAL INDIA LIMITED (CIL) of the work specified in the underwritten MEMORANDUM at rates specified in the Price-bid within a period of ----- Days as per LOA / Work Order and subject to the annexed conditions of Contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

### **MEMORANDUM**

1	Name of Work	
2	Agreement Value of Work	
3	Performance Security Deposit	
4	Additional Performance Security Deposit	
5	Percentage to be deducted from Bills	
6	Scheduled Date of Commencement of Work	
7	Scheduled Date of Completion of Work	



**APPENDIX-11: TECHNICAL SPECIFICATIONS**

Enclosed separately

**APPENDIX-12: BID SECURING DECLARATION**

(On Letter Head of Bidder)

I / We,....., Proprietor/Partner/Legal  
Attorney/Director/Accredited Representative of M/S. ....and  
submitting Bid for the  
work.....  
.....against  
NIT No.....Dated.....solemnly declares that:

i) If, I/We withdraw or modify my/our Bids during the period of validity,

OR

ii) If, I/We am/are awarded the contract and fail to sign the contract within the stipulated time as per bid document,

OR

iii) If, I/We, fail to submit Performance Security before deadline,

OR

iv) Any other default which attracts forfeiture of EMD as defined in the Tender documents, then, I/We will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

Signature of the Bidder  
or  
his Authorized representatively  
(In case of partnership / JV, signature of all  
partners of partnership firm / JV)

Date.....

## **APPENDIX-13: PROFORMA FOR WRITTEN CONSENT FOR ARBITRATION CLAUSE**

### **(Applicable for Partnership Firm & Joint Venture)**

We, all the Partners of M/s ..... (Partnership Firm / Joint Venture), do hereby give our written consent for acceptance of the following Arbitration Clause of the NIT for the Work “ .....” tendered by Coal India Limited, vide NIT No..... dated ..... and Tender Id ..... :

#### **A. Settlement of Disputes.**

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

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or Engineer in Charge. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

#### **B. Settlement of Disputes through Arbitration**

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 16.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

**Sole Arbitration:**

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued or such other place as the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) at his discretion may determine.

**Applicable Law:** The contracts shall be interpreted in accordance with the laws of the Union of India.

**Signature of Partners of Partnership Firm/ Joint Venture :**

- |    |                          |                    |
|----|--------------------------|--------------------|
| 1. | <b>Name of Partner :</b> | <b>Signature :</b> |
| 2. | <b>Name of Partner :</b> | <b>Signature :</b> |

3. Name of Partner :

Signature :

4. Name of Partner :

Signature :

5. Name of Partner :

Signature :

6. ....

7. ....

**Note : This CONSENT has to be signed by each Partner of Partnership Firm/  
Joint Venture**

## APPENDIX-14: PROFORMA FOR UNDERTAKING

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

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

1. I/We am/are submitting Bid for the work ..... against Bid Notice No. .... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/ Our Partners/Directors don't has/have any relative as employee of Coal India Limited.

OR

The details of relatives of Myself/Our Partners/ Directors working as employee of Coal India Limited

- a. Name of the employee
  - b. Place of posting
  - c. Department
  - d. Designation
  - e. Type of Relation – Wife / Husband / Father / Step-father / Mother / Step Mother / Son / Step-Son / Son's wife / Daughter / Daughter's Husband / Brother / Step Brother / Sister / Step-Sister.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
  4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
  5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
  6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
  7. \*I/We hereby confirm that we have registration with CMPF Authorities. We shall make necessary payments as required under law.

**Or**

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

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

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

(In case of JV, all partners are covered)

**Or**

\*\*I / We ..... have been banned by the organization named “ \_\_\_\_\_ ” for a period of..... year/s, effective from ..... to.....

[In case of JV, name(s) of the JV Partner(s) ]

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

- 9. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).

- 10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc.

10(a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.

10(b). If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

Date.....

Signature of the Bidder

**APPENDIX-15: RFS ISSUED BY GUVNL FOR THE PROJECT –  
RFS No. GUVNL / 500 MW / SOLAR (PHASE XII) DATED  
23.01.2021**

Enclosed separately



**APPENDIX-16: PPA TEMPLATE ISSUED BY GUVNL FOR THE  
PROJECT AS PART OF THE RFS No. GUVNL / 500 MW / SOLAR  
(PHASE XII) DATED 23.01.2021**

Enclosed separately

**APPENDIX-17: FORMAT FOR DETAILED PROJECT SCHEDULE**

(to be furnished by the Bidder in the Bid in form of Gantt Chart or PERT Chart)

Sl. No.	Activity	Weeks							
		W1	W2	W3	...	...	...	...	Wn
1.									
2.									
3.									

The Bidder shall ensure that the Project COD is achieved within 365 days of issuance of LOA.

**APPENDIX-18: VALID DIGITAL SIGNATURE CERTIFICATE (DSC)**

(TO BE SUBMITTED IN THE LETTER HEAD OF BIDDER)

I/We am/are submitting Bid for the work.....against Bid Notice No. .... dated ..... with Digital Signature Certificate (DSC) of ..... (i.e. Own DSC) who is Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/S. ....

*(Signature of the Bidder)*

OR

**FORMAT FOR AUTHORIZATION OF VALID DIGITAL SIGNATURE CERTIFICATE (DSC)**

**(On NON JUDICIAL STAMP PAPER)**

**(POWER OF ATTORNEY)**

I/We am/are submitting Bid for the work.....against NIT No. .... dated ..... with Digital Signature Certificate (DSC) of ..... (i.e. Other DSC) whose DSC has been mapped against name of the bidder who has been authorized to bid on behalf of bidder .....

Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding.	Name & Signature of the DSC Holder having DSC mapped against name of the bidder and authorized for online bidding
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## APPENDIX-19: GUIDELINES FOR BANNING OF BUSINESS

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

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.

2. The contracting entity may be banned in the following circumstances:-

i) If bidder backs out after notification of opening of price bid and if that bidder is found to be L-1.

ii) If L-1 bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.

iii) If L-1 bidder fails to start the work on scheduled time.

iv) In case of failure to execute the work as per mutually agreed work schedule.

v) Continued and repeated failure to meet contractual Obligations:

a. In case of partial failure on performance, agency shall be banned from future participation in tenders keeping his present contract alive.

b. On termination of contract.

vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.

vii) Formation of price cartels with other contractors with a view to artificially hiking the price.

viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.

ix) Contractor fails to use Mobilisation advance given to him for the purpose it was intended.

x) Contractor fails to renew the securities deposited to the department.

xi) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.

xii) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.

3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future tenders from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.

5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/

Partner/Director make/form different Firms/entity and attempts to participate in tenders, the same will not be entertained during the currency of such banning.

6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.

7. Approving Authority: The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:

a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.

b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.

8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate authority.

9. Any change on the above may be done with approval of FDs of CIL.

10. All the orders of banning or orders passed in appeal shall be marked to GM (CMC) / Civil / concerned HODs of CIL/Subsidiary Company. Further, all such orders will be uploaded in Coal India site as well website of the Subsidiary Company.

11. Efforts shall be made by the concerned Department so that such order is linked to etender portal of Coal India Limited.