

	<p>manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under this specification). If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works cover in his bid, then the details of alternative arrangements to be organized by the Bidder and/or his collaborator/associate for this purpose and which shall meet the Employer's approval, shall also be furnished.</p> <p>iv. has an established Project Management Organization covering the areas related to engineering of equipment/systems, interface engineering, procurement of Equipment and the necessary field services required for successful construction, testing and commissioning of all the power plant Equipment and systems covered in the scope of work for this package and as required by the Bidding Documents.</p> <p>v. has established Quality Assurance Systems and Organization Designed to achieve high levels of equipment/system reliability, both during his manufacturing and/or fabrication and field installation activities.</p> <p>vi. a company formed by the merger of two or more companies or divisions of such companies engaged in supply and installation of power generation Equipment can also participate provided the constituent companies or divisions before merger individually or jointly meet the stipulated qualification requirements fully.</p>	<p>Detail regarding Project Management Organization</p> <p>8. Annexure XXII : Declaration by the Bidder who did not manufacture or otherwise produce and/or install plant and equipment of Solar Project.</p> <p>Note : The Bidder shall enclose relevant documents in support of the details/data provided in above Annexures.</p>
11.	<p>Eligibility and Conformity of the Facilities</p> <p>Documentary evidence establishing that the facilities offered by the Bidder in its bid are eligible and conform to the Bidding Documents.</p> <p>The documentary evidence of the eligibility of the facilities shall consist of a statement on the</p>	<p>The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawing and data, and shall include:</p> <p>(i) a detailed description of the essential technical and performance characteristics of the facilities;</p> <p>(ii) list giving full particulars, including available sources, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the facilities following completion of facilities in</p>

	country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.	accordance with provisions of contract; and a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications
12	ERECTION TOOLS AND PLANT AND SAFETY EQUIPMENT & SAFETY PERSONAL PROTECTIVE EQUIPMENT List of Erection Tools and Plant and Safety Equipment & Safety Personal Protective Equipment which the bidder proposes to bring to site in case the contract is awarded to him.	As per Annexure XXIII.
13	QUALITY ASSURANCE PROGRAMME Details regarding the overall Quality Management & Procedures which the bidder proposes to follow during various phases of execution of the contract.	As per Annexure XXIV.
14	MILESTONE SCHEDULE Time for completion of facilities under the Package is as per details given in Clause 3 of SCC of the bidding document. Further, bidder is also to provide comprehensive Operation and Maintenance (O&M) of Solar Photo Voltaic Plant for a period of Five (05) years from the date of successful completion of Trial Run. The Bidder shall also be required to submit a brief integrated PERT Network (L2 Schedule) matching the above work schedule. The Master Network shall inter-alia; include the major activities listed below for each of the systems listed above showing their interrelationship and duration so as to meet the schedule dates mentioned at Clause 3 of SCC. Activities to be incorporated in Master Network to be submitted with bid:	Details regarding the timing & sequence of all Key Activities/Important milestones necessary for successful completion of the contract, as per Employer's format enclosed at Annexure XXV.

	<ol style="list-style-type: none"> 1. Ordering on sub-vendor(s) (wherever applicable) 2. Start of Engineering 3. Completion of Engineering 4. Start of Manufacturing/ Fabrication 5. Completion of Manufacturing/ Fabrication 6. Readiness and Completion of Type Test 7. Commencement of Dispatch 8. Completion of Dispatch 9. Start of Erection 10. Commissioning of the System 11. Completion of the Facilities. <p>The Master Network and the Key Milestone Dates will be discussed with the successful bidder, if required, and agreed upon before the issue of Notification of Award as per tender schedule. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of Notification of Award.</p> <p>After the Notification of Award, the contractor shall plan the sequence of work of Manufacture, Supply and Erection to meet the above stated dates of Successful Completion of Facilities and shall ensure all work, Manufacture, Shop Testing, Inspection and Shipment of the equipment in accordance with the required construction/erection sequence.</p>	
15	Integrity Pact	<p>Duly signed and witnessed Integrity Pact in the prescribed format (Annexure-IX)</p> <p>Note: In case of JV, Integrity Pact shall be signed by all the partners.</p>
16	Provision of Public Procurement (Preference to Make in India), Order 2017- Revision dt. 16.09.2020	Document as per provision 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. (Annexure-XXVII)
17	Valid Electrical License	<p>Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45.</p> <p>(In case the bidder is a Joint Venture, atleast one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule-45.)</p>

18	Certificate regarding Restriction on bidder from a Country which Shares a land border with India.	Certificate by Bidder/s on his/her/their Letter Head as per Annexure-XXVIII. (In case of JV, Certificate to be uploaded in the Letter Head of JV) Note-1. In case valid registration from competent authority is obtained, the same is to be uploaded. 2. It should be signed/digitally signed by the DSC Holder submitting the bid.
19	Banning	Declaration by the bidders that they have not been/have been banned or delisted by any govt. or quasi-govt. agencies or PSU in SI No 8 of Undertaking format given in the bid document (Annexure-II)
20	Bid securing declaration (Ref. Clause. No. 03) of e-Tender Notice.	Bid Securing declaration is to be uploaded on Bidder's letter head as per the format given in the bid document (Annexure-XXXI). Note: It should be signed/digitally signed by the DSC Holder submitting the bid.
21	Any other document to support the qualification information as submitted by bidder on-line.	
	Note: 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.	

9.0 Submission of Bid:

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

9.1 The bidders will submit their bid ONLINE on the website <https://coalindiatenders.nic.in>. No OFFLINE bid shall be accepted.

9.2 The bidders have to accept unconditionally the **on-line 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 online undertaking in support of the authenticity of the declarations regarding the fact, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted. This **User Portal Agreement** will be a part of the NIT/ Contract Agreement.

9.3 In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.

9.4 For online submission of tender the bidders will have to upload “Letter of Bid”, all the confirmatory documents as prescribed in the NIT in Cover-I and only “Price-bid” in Cover-II.

9.5 The information will be provided by the bidder by filling up the relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bids automatically.

9.6 For online submission of tender, the bidders will have to upload “Letter of Bid”, all the confirmatory documents as prescribed in the NIT/ GTE at the appropriate places.

9.6.1 Letter of Bid: The format of Letter of Bid (Annexure-I, 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.

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 bid will be rejected. However, inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

9.6.2 Technical Parameter Sheet(TPS) : The Technical Parameter Sheet containing the qualification criteria and technical specification parameters will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during online bid submission. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

9.6.3 Confirmatory documents: - All the confirmatory documents as enlisted in the NIT in support of ONLINE information submitted by the bidder are to be uploaded in cover – I by the bidder while submitting his/ her bid.

9.7

9.7.1 Price- Bid: -The price bid containing the “Bill of Quantity” in .xls format will be downloaded by the bidder and he will quote rates for all the items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover- II. The price- bid will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The price- bids of the tenderers will have no conditions. The price- bid which is incomplete and not submitted as per instructions given above will be rejected.

In the Price Bid, Bidders shall give the required details and a breakdown of their prices as follows:

- (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer’s country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities. Rate of the GST of each item shall be quoted by the bidder.

- (b) Local Transportation, Inland Transit Insurance, and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares shall be quoted in Schedule-2. Rate of the GST of each item shall be quoted by the bidder.
- (c) Installation Services including Erection and Civil & Allied Works (as applicable) shall be quoted separately (Schedule No. 3) and shall include rates or prices for all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance including operations and maintenance services, the provision of operations and maintenance manuals, training of employer's personnel, etc., and other services, as identified in the Bidding Documents, as necessary for the proper execution of the Installation Services. Rate of the GST of each item shall be quoted by the bidder.

Bidders shall quote their O&M charges as minimum 1.5% for Five (05) years of their Total Quoted Price excluding O&M Charges.

Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price) should not be less than 15% and should not be more than 20% of the Ex-works Price of Main Equipment.

In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Engineer- in-Charge.

Bidders are advised to price their bids in such a manner that the Civil Works Price Component of the bid price (including Site Fabricated Structural works price) should not be less than 6% and should not be more than 16% of the total of Ex-works Price of Main Equipment.

In case the Civil Works Price (including Site Fabricated Structural Works Price) is more than 16% of the Ex-works Price of Main Equipment, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation/ Completion of Facilities.

- (d) Recommended Spare parts shall be quoted separately in Schedule-4 on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated. Local Transportation Charges including Inland Transit Insurance etc., for recommended spares shall also be quoted in Schedule-4 and shall not be included in Schedule No. 2 by the bidder. Schedule 4 will not be the part of price bid for evaluation.
- (e) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.
- (f) 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 & GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (If GST payable by bidder/contractor) would be made only on latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filling 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/Subsidiary directly to concerned authorities.

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

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

All duties, taxes (excluding Goods and Services Tax (GST) 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 be computed by system in BOQ sheet as per predefined logic.

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

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

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

The above bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction [including, Structural Steel Works Civil & Allied Works etc.], installation, commissioning, completion of the facilities and conductance of Guarantee tests for the facilities including supply of mandatory spares (if any), operation and maintenance. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities, conducting Guarantee tests and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.

The bidder has to declare the Guaranteed Annual Generation in MU in Price Bid.

The declared Annual Generation shall be fixed during entire bidding process for the respective bidder as quoted in the price bid. The system will calculate the total bid price per MU (including GST) as per the predefined formula in the BOQ which will be considered for determination of L1 bidder.

Minimum value of Quoted Annual Generation (G) for 20 MW plant shall be 43.64 MU and limiting value of Quoted Annual Generation (G3) for 20 MW plant shall be 46.75 MU.

In case the successful Bidder, to whom the work is awarded, has quoted the Annual Generation (G) more than 45 MU, he shall provide security in the form of Bank Guarantee for meeting the Quoted Annual Generation Target. The Rate of Bank Guarantee per MU for the portion of Quoted Annual Generation in excess of 45 MU shall be INR 3.67 Crore per MU (INR Three Crore Sixty Seven Lakhs per Million Unit) as detailed in Clause No 2 of SCC of the bid document.

The system will not allow to quote annual generation less than 43.64MU and more than 46.75 MU.

Bidder has to Declare Month wise Generation from one MWp Fixed/Seasonal Tilt or Automatic East-West Tracking based Solar PV Project in price bid.

The bidder is required to give the confirmation in the technical parameter sheet(TPS) about the declaration that the ratings, capacities and performance figures of the Equipment furnished by bidder under the package are guaranteed. The bidder has to further declare that in the event of any deficiencies in meeting the guaranteed figures as specified in Technical Specifications as established after conducting the guarantee tests, the employer at their discretion accept the equipment / system after levying the Liquidated Damages as specified in Technical Specifications or reject the equipment/ system and recover payments already made or get the defects repaired by any other agency and recover the cost of repair from the bidder.

10. 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 portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

11. Extension of Time Schedule of Tender:

If the number of bids received online is less than three on the end date of bid submission, then the bid submission end date and bid opening date will be automatically extended by the system for a period of 04 (Four) days.

12. Opening of Technical Bid:

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

13. Technical Evaluation of Tender:

- A.** After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B.** In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified on line by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. 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.
- C.** It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D.** The tender will be evaluated on the basis of documents uploaded by bidder(s) on line. The bidder(s) is/are not required to submit hard copy of any document through off line mode. Any document submitted off line will not be given any cognizance in the evaluation of tender.
- E.** In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F.** Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.
- G.** In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- H.** After Technical evaluation of tender, “Technical Evaluation Summary” will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e- Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- I.** In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement)

- J. Preference to Make in India (as applicable) vide Order No. P45021/2/2017-PP (BE-II) (Annexure-XI) issued by Govt. of India as amended from time to time shall be applicable. Accordingly, provisions of these guidelines are to be modified suitably.

14. Price Bid Opening and Award of Work:

- A. The Tender Committee will recommend for award of work to the successful bidder after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.

- B. After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.
- C. Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

- D. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), **L1 bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries.**

14. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering. However, banning shall be done as per Guidelines for Banning Business.

15. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online 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 that particular tender.

For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. Bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries. The Price-bid of remaining bidders will be opened and the tender process shall go on.

i) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.

ii) If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note: Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL / Subsidiary

I. The Mode of Withdrawal:

A. On line Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.

- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

- a. A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

16. Tender Status:

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

- 17. The work should be completed within **270** days and the date of commencement of the work will be reckoned from the actual date of handing over the site for this purpose.
- 18. In case the works / service is awarded to a joint venture participating in the tender they have to submit GST registration (as applicable in the tender and for the bidder status) on the name of the Joint Venture after Award of the Works / Service at the time execution of agreement / before the payment of first running on account bill.
- 19. 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.
- 20. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.
- 21. Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website (<https://coalindiatenders.nic.in>) only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- 22. 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.

23. Non-disclosure/ Confidentiality clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance , invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CCL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CCL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CCL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

on 03.06.2017

24. Restriction of bidder from a country which shares a land border with India and on sub-contracting to contractors from such countries

- 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 (as per details given in Annexure-XXIX).
- 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of 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.

Note:

1. (a) The intending bidder must submit Certificate as per format given at Annexure XXVIII in compliance to order no. F. No.6/18/2019-PPD dt 23/7/20 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to “restriction of bidders from a country which shares a land border with India and on sub-contracting to contractors from such countries”
AND
(b) Valid registration from competent authority (If applicable).
Registration should be valid at the time of submission of bid and acceptance of bids.
2. Regarding registration with Competent Authority, Annexure-XXIX may please be referred.
3. Regarding exclusion from restriction, Annexure-XXX may please be referred.

25. Pre-Contract Integrity Pact :

The bidder is required to go through the Integrity Pact (Annexure-IX) which is the part of bid document. The bidder, submitting the bid shall sign and upload the Integrity Pact as given in the bid document.

Name, address and contact No. of the Independent External Monitors (IEM) nominated for this tender:

Sl. No.	Name	Address	email Id
1.	Shri Devendra Kumar Pathak, IPS(Retd.)	L/G4, Amrapali Sapphire, Sector-45, Noida (U.P.)	pathak56515@gmail.com
2.	Shri Srinivasan Rangarajan, IRSME	C-1, Railnagar N, Podanur, Coimbatore-641023	ramasalperi@gmail.com

General Manager (E&M)/HOD
CCL, Ranchi

SECTION – II
INSTRUCTIONS TO BIDDER

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1 The Central Coalfields Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-tender Notice and at Clause 3.
- 2.2 Joint Venture:- Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (**applicable for bids with estimated cost above Rs. 5 crores**).

2.3 Joint Venture details :

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

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements :

- i) Minimum qualification requirements for Joint Venture
 - a) The qualifying criteria & parameter e.g. experience of the individual partners of the J.V will be as deliberated under Clause 7.A of e-tender notice towards fulfilment of qualification criteria related to experience.
 - b) The qualifying criteria parameter e.g. financial resources (Turnover and Working Capital) of the individual partners of the J.V. will be added together for the relevant period and the total criteria should not be less than as deliberated under Clause 7.B & C of the e-tender notice towards fulfilment of qualification criteria related to financial turnover. However, the required working capital shall be met by individual JV partners as spelt out in the relevant clause.
- ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.
- iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

INSTRUCTIONS TO BIDDERS

- v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
 - vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
 - vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - viii) The contract agreement and subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
 - ix).The bid should be signed/digitally signed by the DSC Holder submitting the bid.
 - x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
 - xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
 - xii) Bid Securing Declaration should be signed/digitally signed by the DSC Holder submitting the bid, thereby, accepting that if they withdraw or modify their Bid 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 deadline or any other default which will attract banning of two years from being eligible to submit bids in CIL and its subsidiaries.
 - xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.
If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
 - xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.
- 2.4 The bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

INSTRUCTIONS TO BIDDERS

2.5 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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

2.7 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

3. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point. 7 & 8 of e-tender Notice. In addition, the bidders shall also fulfill technical requirements to make them eligible for award of contract. Such details shall be submitted as deliberated at e-Tender Notice.

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

3.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

Note:

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

4. ONE BID PER BIDDER

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

4.2 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.

INSTRUCTIONS TO BIDDERS

5. COST OF BIDDING

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

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.

6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

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

- i) e-Tender Notice,
- ii) Instructions to Bidders,
- iii) Letter of Bid,
- iv) Undertaking,
 - i) Conditions of Contract (General Terms & Conditions of Contract, Special Conditions of Contract, Erection Conditions of Contract, Safety codes, etc.),
 - ii) Technical Specifications
 - iii) Integrity Pact, if applicable;
 - iv) Various Forms of Securities, form of Article of Agreement,
 - v) Bill of Quantities.
- vi) e-tender user portal agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. AMENDMENT OF BIDDING DOCUMENTS

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.

INSTRUCTIONS TO BIDDERS

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.2 below.

10. LANGUAGE OF BID

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

11. BID PRICES

11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause 8.6.4 of the e-tender notice.

11.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

However, in case bidder/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/Subsidiary directly to concerned authorities.

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

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the

INSTRUCTIONS TO BIDDERS

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.

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

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

- 13.1 Bid shall remain valid for a period not less than 180 (One hundred Eighty) days from the final end date of submission of bid. A bid valid for a shorter period shall be rejected by the Employer.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 14 in all respects.

14. BID SECURING DECLARATION

- 14.1 The bidder shall furnish, as part of his bid, a bid securing declaration (as per Annexure- XXXI) as shown in e-Tender Notice and in the form as deliberated at Clause 4 of e-Tender Notice.

14.2 Any Bid not accompanied by an acceptable bid securing declaration (as per Annexure-XXXI) shall be summarily rejected by the employer as non-responsive.

14.3 The bidder will be banned for two years from being eligible to submit bids in CIL and its subsidiaries from the date of issue of such letter:

- a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity/ extended validity with mutual consent. OR
- b. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i). Sign the Agreement; OR (ii) Furnish the required Performance Security Deposit.

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

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1. Bids shall be submitted on line on the web site www.coalindiatenders.nic.in within the date and time specified in the e-tender notice.
- 15.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. SIGNING AND SUBMISSION OF BID

INSTRUCTIONS TO BIDDERS

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

16.2 Submission of bid shall be as detailed at clause 9 of e-tender notice.

17. EVALUATION OF BIDS.

17.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by CCL at each stage as deliberated at clause 13 and 14 of e-tender notice. The bidder shall also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company as per the predefined logic in the BoQ sheet.

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

18. AWARD CRITERIA

18.1 Subject to Clause No.19, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

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

Notwithstanding Clause 18, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

The offline communication of LOA shall not be mandatory

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

The works should be completed within the period specified in the e-Tender Notice from expiry of 30 (Thirty) days from the receipt of Letter of Acceptance (LOA) issued by department or from 7th day of handing over of the site, whichever is later.

The date of receipt of Letter of Acceptance (LOA) by the successful bidder shall be taken as the date on which the LOA is uploaded on e-Procurement portal (<https://coalindiatenders.nic.in>).

20.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60 (sixty) days following the notification of award along with the Letter of Acceptance and/or Work Order issued by department.

INSTRUCTIONS TO BIDDERS

In case of failure to submit Performance Security Deposit (PSD) and enter into agreement in specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 14.3 of ITB shall debar the selected bidder from participating in retender. In addition, the department may debar the bidder from participating in future bids for at least 2 year from date of issue of such letters.

20.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder through e-Procurement portal (<https://coalindiatenders.nic.in>).

20.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

21 .PERFORMANCE SECURITY/SECURITY DEPOSIT

For details refer Cl. 2 of Special Conditions of Contract

22. EMPLOYMENT OF LABOUR

22.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per Minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force. Payment of arrears to the contract workers on account of revision of minimum wages w.e.f. 1st April & 1st October of each year shall be the responsibility of the contractor.

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.

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

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

22.4 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**

INSTRUCTIONS TO BIDDERS

22.5 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 :

- i) Work Order details
- ii) Contractor workers details and Wages payment details in respect of each Work Order.

22.6 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages

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

23. Deemed Exports:

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

24. Consultants Not To Bid & Vice-Versa:

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

25. Sub-Contractor/ Sub-Vendor:

25.1 The contractor shall specify major items of supply or services for which he proposes to engage Sub-contractor(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.

25.2 If a contractor submits his bid, qualifies and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

26 .LEGAL JURISDICTION

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

INSTRUCTIONS TO BIDDERS

27. Integrity Pact

Bidders are required to submit the pre contract integrity pact duly signed and witnessed as per enclosed format along with the bid Part-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

28. Change in the Constitution of 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.

29. Miscellaneous:

29.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

29.2 The contractor will have to submit valid H.T. Electrical Contractor's license issued by the electrical licensing board of state of execution or electrical contractor's license issued by any Indian state duly recognized/endorsed by electrical licensing board of state of execution before execution of agreement.

29.3 After opening of the Tender if the Company decides to negotiate, the tenderer should be in a position to depute their representative, at short notice, with full authority for negotiation on technical and other matters.

29.4 Throughout the bidding documents, the terms 'Bid' and 'Tender' and their derivatives are synonymous.

29.5 The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. The contractor will submit the following documents within 30 days of issue of LOA, for execution of Agreement:

- i. Non-Judicial Stamp Paper of Rs.500.00
- ii. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor.
- iii. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970.
- iv. Insurance Policy certificates (Worker's Compensation Policy & All Risk Policy) duly pledged in the name of CCL.
- v. CMPF Registration certificate.
- vi. Valid H.T. Electrical Contractor's license
- vii. Detailed PERT Network schedules with master network activities, jointly signed by Engineer-in-Charge and the Contractor.
- viii. List of Technical & Supervisory Personnel to be deployed for execution of the work.

30. An Amount of 1% (one percent) of the work value payable to the contractors will be deducted from all Bills towards the worker's welfare under Building and other Construction Worker's Welfare Cess Rules'1998 and Building and other Construction Worker's Welfare Cess Act'1996 (As applicable in the States).

31. The provisions of Public Procurement (Preference to Make in India) Order 2017 will have to be complied with by the contractor where ever applicable.

32. e-payment:

Successful bidder will be required to submit a Mandate Form in the prescribed format (Annexure- XXXV), duly signed by bidder and the Bank officials for e-Payment.

33. Instruction to Bidder shall be a part of contract agreement.

Section-III
CONDITIONS OF CONTRACT

SUB-SECTION-3.1

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS :-

- i. The word "Company" or "Employer" or "Owner" or "Purchaser" wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the Company or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorized 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 has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor", as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company.
However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- x. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts. 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 function of the Owner/Engineer/Engineer-in-Charge.
- xx. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.
- xxi. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.
- xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.
- xxiii. "Trial Operation", "Reliability Test", "Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- xxiv. "Performance and Guarantee Tests" shall mean all operation checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract document.
- xxv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.
- xxvi. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxvii. "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- xxviii. "Drawings"/"Plans" shall mean all :
 - (a) drawings furnished by the owner/consultant as a basis for proposals,
 - (b) supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the contract,
 - (c) Drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant,
 - (d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work, and
 - (e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer,
- xxix. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any :
 - (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - (b) Other Internationally approved Standards and/or rules and regulations touching the subject matter of the contract.
 - (i) A.S.M.E. Test codes.
 - (ii) A.I.E.E. Test codes.
 - (iii) American Society of Materials Testing Codes.
 - (iv) Indian Electricity Act and Rules and Regulations made there under.
 - (v) Indian Explosive Act and Rules and Regulations made there under.
 - (vi) Indian Petroleum Act and Rules and Regulations made there under.
 - (vii) Indian Mines Act and Rules and Regulations made there under.
 - (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 plant/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 to.....
- xxxvii "Prime contractor" shall mean the contractor who has a contract with the owner of the project or job and has the full responsibility of its completion.
- xxxviii "Turnkey contract" shall mean a contract in which the contractor takes the entire responsibility of detailed site investigation, planning, design, material procurement, installation, construction and commissioning of the total project i.e. takes the responsibility from concept to commissioning.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- i) Articles of Agreement,
- ii) Notice Inviting Tender,
- iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder,
- iv) Conditions of Contract (General Terms & Conditions of Contract, Special Conditions of Contract, Erection Conditions of Contract, Safety codes, etc.) forming part of the Agreement.
- v) Specifications, where it is part of Tender Documents,
- vi) Scope of works/Bills of quantities/schedule of works/quantities and
- vii) Contract Drawings/finalized work programme.

DISCREPANCIES IN CONTRACT DOCUMENTS & ADJUSTMENTS THEREOF

- (i). The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;
 - a) Description in Bill of Quantities of work.
 - b) Particular specification and special conditions, if any
 - c) Drawings.
 - d) General specifications.
 - e) BIS Specifications.
- (ii). 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.
- (iii). 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.

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 'Acceptance of Tender' or within such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfilment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in clause 2 of Special Condition of Contract 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 of the issue of the letter of Acceptance of tender, at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 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 contract shall be considered as having come into force from the date of the letter of acceptance of tender issued by the owner.
- 2.9 The laws applicable to this contract shall be the laws in force in India. The courts of Ranchi shall have exclusive jurisdiction in all matters arising under this contract.

3.0 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT (Replaced by Clause No 2 Of Special Conditions of Contract)

4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

- 4.1 The contractor may, after informing the engineer and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for minor detail or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/Equipment. Such assignment sub-letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of engineer shall be void.
- 4.2 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(Replaced by Clause No 3 Of Special Conditions of Contract)

7.0 CONTRACT PRICE: 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: 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: All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

10.0 CONTRACT PRICE ADJUSTMENT: (Deleted)

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.