

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

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

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

Explanation-

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

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

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

30. Postponement of scheduled date(s):

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

31. Public Enterprises preference:

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

32. Contract Agreement Document(s):

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

However, bidders should note that in case of any contradiction or redundancy of clauses as mentioned in the “General Terms & Conditions of Contract” and “Special Conditions of Contract” or “Additional Terms & Conditions of Contract”, the clauses as mentioned in “Special Conditions of Contract” or “Additional Terms & Conditions of Contract” shall prevail. In these cases the clauses as mentioned in “Special Conditions of Contract” or “Additional Terms & Conditions of Contract” shall be considered.

33. Subletting of Work:

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

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

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

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

The major items/ equipment/ products so specified by the bidder shall be incorporated in the Contract Document. The contractor may from time to time propose any addition or deletion from the list as mentioned in the contract document and will inform the Engineer in Charge

(to be deputed by MCL)/ Designated Officer in Charge with proper justification so as not to impede the progress of work. The same may be accepted by Engineer in Charge/ Designated Officer in Charge. However, such approval of the Engineer-in Charge/ Designated Officer in Charge will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

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

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

35. Implementation of CMPF/EPF:

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

36. Splitting up of the work:

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

37. Settlement of Disputes:

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

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

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

40. Integrity Pact (applicable):

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

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

Sd/-
GM (E&M), CIL

SECTION -2

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

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

- such extended time as may be granted by the owner. The performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within twenty one (21) days of issuance of LOA by the successful bidders. The performance Guarantee shall be as per terms prescribed in clause 3.0 of General Terms and Conditions of this tender.
- 2.3 The owner, after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 2.4 The Agreement, unless otherwise agreed to, shall be signed within 60 days from the date of issuance of LOA', at the office of the owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.6 The contractor shall provide free of cost to the owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.
- 2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six (6) true copies of agreement within thirty (30) days after the signing of the contract.
- 2.8 Clause left blank
- 2.9 The laws applicable to this contract shall be the laws in force in India. The Calcutta High Court shall have exclusive jurisdiction in all matters arising under this contract.**
- 3.0 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT**
- 3.1 Security Deposit shall consist of two parts;
a) Performance Security to be submitted at award of work and
b) Retention Money to be recovered from running bills.
The security deposit shall bear no interest.
- 3.1.1 Performance Security should be 5% of contract amount and should be submitted by the successful bidder within 21 days of issue of LOA in the form of a Bank

Guarantee as per the format specified in the Tender document from any scheduled bank acceptable to the owner. Bank guarantee issued by out station bank shall be operative at their local branch at Sambalpur, Odisha. The BG shall contain complete postal address, telephone number, fax number and email address of both out station bank issuing the BG as well as its local operating branch.

Performance Security Deposit (PSD) as Bank Guarantee, shall be in paper form on behalf of the Contractor in favour of "Mahanadi Coalfields Limited ."as well as issued under "Structured Financial Messaging System (SFMS)". Format and details for Bank Guarantee from a Schedule Bank shall be as provided at Appendix- 3 of the Tender.

Work shall commence only after submission of Performance Security.

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

3.1.2 Clause left blank

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

Retention Money may be released against equivalent Bank Guarantee.

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

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

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

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

(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,

- (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.
- 3.5 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages stipulated in the bidding documents.
- 3.6 All Bank Guarantees are to be submitted in the format prescribed by the company in bid document. Bank Guarantee shall be irrevocable and it shall be from any scheduled bank acceptable to the owner. The BG issued by outstation Bank shall be operative at its local branch at Sambalpur, Odisha.
- 3.7 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 3.8 Performance Security deposit and the balance SD i.e. Retention Money shall be returned to the Contractor after successful completion of O&M Period without any interest. Any defect/defects in the work, if detected during Defect Liability Period shall be rectified or equipment/ system shall be replaced at the cost of the Contractor and without any cost implication to the Company to the satisfaction of the Engineer-In-Charge within the said defect liability or its due extension till completion of the rectification/ replacement works as required.

4.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

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

from any obligation, duty or responsibility under the contract. Any assignment as above without prior information of engineer shall be void.

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

5.0 PATENT RIGHTS AND ROYALTIES

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

6.0 TIME - THE ESSENCE OF CONTRACT

- 6.1 The date of commencement shall be reckoned from the expiry of 30 days from the issue of letter of acceptance. The PERT/BAR chart both for works as well as supply is to be mutually agreed and finalized within 30 days of issue of LOA.
- 6.2 The contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the works such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days after the date of acceptance of LOA. This network shall also indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions and shall form part of the contract to be signed. During the performance of contract, if in the opinion of the Engineer-in-charge proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress.
- 6.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.
- 6.4 Subsequent to the award of the contract, the contractor shall make available to the engineer, a detailed manufacturing Programme, in line with the agreed contract network. Such manufacturing Programme shall be reviewed, updated and submitted to the Engineer, once every two month thereafter.

7.0 CONTRACT PRICE

- 7.1 The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract, for the entire scope of the work including acquisition and handover of land, furnishing and erection of equipment, transmission connectivity and ROW , project commissioning, and operation and maintenance of the project for five (5) years from the COD of the project covered under the specifications and documents and shall be treated as the contract price.

8.0 CHANGED QUANTITY

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

9.0 DEDUCTIONS FROM CONTRACT PRICE

- 9.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be intimated in writing by the owner to the contractor regularly as and when they fall due. Such claims shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding claims and if not paid by the contractor within the said period, the owner may then deduct the amount, from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims and to recover the amount from any money due to the contractor on any account or under any other contract including contracts awarded by MCL or other subsidiaries of CIL and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

10.0 CONTRACT PRICE ADJUSTMENT

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

specified in clause 2.0 of Additional Terms and Conditions of Contract of this volume.

- 10.5 The total computed variation in the contract price shall be restricted to a limiting percentage as specified in clause 2.5 of Additional Terms and Conditions of Contract **of this volume.**
- 10.6 The price adjustment for the erection shall be made on the value of erection work done as indicated in each billing.
- 10.7 Every three months after the award of contract, and a month prior to shipment of equipment (in the case of ex-factory price component of contract price), and every month after establishing his site office (in the case of erection) the contractor shall submit to the engineer a written notice of the changes, if any, that have occurred in the specified material and labour indices during the previous reporting period containing the effective date of such change, the amount of change, the amount of contract price adjustment and documentary evidence to substantiate the price adjustment.
- 10.8 The contract price adjustment provisions detailed above, shall only be applicable if so specified in the Additional Terms and Conditions of Contract.

11.0 PACKING, FORWARDING AND SHIPMENT

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

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

Invoice

(6 copies)

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

11.5 The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment despatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

12.0 DEMURRAGE, WHARFAGE, ETC.

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

13.0 INSURANCE

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

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