



NOTICE INVITING TENDER
FOR
DIVERSION OF EXISTING 11 KV HT LINE
OF
COAL TO AMMONIUM NITRATE (2000TPD) PLANT
OF
BHARAT COAL GASIFICATION & CHEMICALS
LIMITED (BCGCL)
LAKHANPUR, JHARSUGUDA, ODISHA (INDIA)

[NIT NO.: PNPM/PC298/E/8002]

PREPARED AND ISSUED BY



PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. of India Enterprise)
PDIL Bhawan, A-14, Sector-1,
NOIDA-201301, U.P., India

July, 2026

 प्री डी आई एल PDIL	PROJECTS & DEVELOPMENT INDIA LIMITED	PNPM/PC298/E8002/P-I/LIB	0	 BCGCL
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LETTER INVITING BID

NIT NO. : PNPM/PC298/E/8002
NIT DESCRIPTION : DIVERSION OF EXISTING 11 KV HT LINE FOR COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, LAKHANPUR, JHARSUGUDA, ODISHA.

(OPEN DOMESTIC COMPETITIVE BIDDING)

Dear Sir(s),

1.0 INTRODUCTION

Coal India Limited (CIL) and Bharat Heavy Electricals Limited (BHEL) have formed a Joint Venture Company in the name of **BHARAT COAL GASIFICATION & CHEMICALS LIMITED (BCGCL)**, hereinafter also referred to as "OWNER" with its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL (In front, Bandhbahal Colony), Lakhanpur, Jharsuguda-768211, Orissa.

PROJECTS AND DEVELOPMENT INDIA LIMITED (PDIL), hereinafter referred to as Engineering, Procurement and Site Supervision Consultant (EPSS) on behalf of BHARAT COAL GASIFICATION & CHEMICAL LIMITED (BCGCL), hereinafter referred as OWNER, has the pleasure of inviting bids from eligible domestic bidders to submit Bid ONLINE through Central Public Procurement (CPP) Portal under Single Stage Two Bid System, for the subject works. The entire set of bidding documents is placed on the website at PDIL www.pdilin.com and CPP Portal <http://eprocure.gov.in/cppp/>

2.0 PROPOSED PROJECT

BCGCL has decided to build a world class Coal based chemical complex. The chemical complex is to be built at Lakhanpur Jharsuguda, Odisha (India) and will consist of Coal Gasification Plant, Syn gas purification Plant, Ammonia Plant, Nitric Acid Plant and Ammonium Nitrate Plant, along with Offsite and Utility Plants. The successful bidder shall comply and perform all the duties required for completion of subject work within the specified time frame as mentioned in '**Scope of Work**' for the proposed project of BCGCL.

BRIEF SCOPE OF WORK

The scope of work covers all activities required for **Diversion Of Existing 11 KV HT Line** in line as per **SOR**, drawings, technical specifications and directions of **Engineer-in-Charge**

REFER PART-II (TECHNICAL) FOR DETAILED SCOPE OF WORK

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3.0 SALIENT FEATURES OF NIT

A.	NIT NO.	PNPM/PC298/E/8002
B.	Issue Date	02.07.2026
C.	Last Date & Time for Submission of Technical & Commercial Bid and Priced Bid (ONLINE through CPP)	09.07.2026, at 15:00 hrs. (IST)
D.	Date & Time of opening of Technical and Commercial Bid	10.07.2026, at 15:00 hrs. (IST), at PDIL, Noida
E.	Earnest Money Deposit (EMD)	Rs. 2,00,000.00(Rupees Two Lakh only)
F.	Submission of EMD, in Original, at PDIL Noida	On or before 15.07.2026 at 15:00 hrs
G.	Time Schedule	Work Completion Date - 45 Days from the Effective Date of Contract (EDC)
H.	Address for Communication with	
I.	Projects & Development India Limited (PDIL)	Projects & Development India Limited, Project Management Department PDIL Bhawan, A-14, Sector-1, Noida-201301, Uttar Pradesh
J.	BHARAT COAL GASIFICATION & CHEMICAL LIMITED (BCGCL)	BHARAT COAL GASIFICATION & CHEMICAL LIMITED Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Odisha
K.	Original Documents (in Physical Form) as mentioned at Sl. no. 5.0 below to be submitted at	Projects & Development India Limited, Project Management Department PDIL Bhawan, A-14, Sector-1, Noida-201301, Uttar Pradesh Kind Attention: Mr. DK Vemra Project Manager Tel no. : 0120-2529842, Extn. 312 Fax no. : +91-120-2529801 E-mail : dkverma@pdilin.com praveenkanathe@pdilin.com
L.	Site Address	MCL area, Lakhanpur, Jharsuguda-768211, Odisha
M.	Contact Person for Site visit	Contact Person: Mr. Manjeet Bakliwal Head Engineering- Upstream BHARAT COAL GASIFICATION & CHEMICAL LIMITED(BCGCL) Mob- +91-9433007102
N.	NIT overview on website	"Letter Inviting Bid" & "Instruction to Bidders" is available at following

	TENDER DOCUMENTS FOR DIVERSION OF EXISTING 11 KV HT LINE FOR COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, LAKHANPUR, JHARSUGUDA, ODISHA. LETTER INVITING BID	PNPM/PC298/E/80	0	
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		websites: PDIL (www.pdilin.com) CPP Portal (www.eprocure.gov.in)
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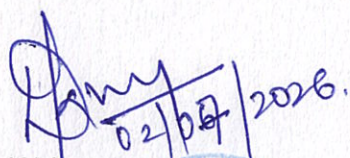
- 4.0** Bid must be submitted only on CPP Portal (<https://eprocure.gov.in/eprocure/app>). Following documents shall also be submitted in Original (in physical form to PDIL at address mentioned above) within 07 (seven) days from the bid due date, provided the scanned copies of the same have been uploaded on the CPP Portal by the Bidder:
- Earnest Money Deposit (EMD)
 - No Deviation Certificate
 - Self Declaration of Local Content
 - Integrity Pact
- 5.0** Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0** Any bidder, who meets the Pre-Qualification Criteria (PQC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any, from websites of PDIL and CPP Portal and submit their Bid online complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0** Tender Document calls for offers on single point responsibility basis and in total compliance of Scope of Works and Time Schedule as specified in Tender Document.
- 8.0** Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s). Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0** The bidder shall submit the bid online through Central Public Procurement (CPP) Portal. Bids complete in all respects should be uploaded in the CPP portal on or before the Bid Due Date and time. **Bids through Fax / E-mails will not be accepted.** OWNER / CONSULTANT take no responsibility for delay, loss or non-receipt of Bid sent by post/courier. Please be noted that all the dates mentioned herewith are firm and OWNER / CONSULTANT expect strict adherence since this is a priority project.
- 10.0** OWNER / CONSULTANT reserves the right to Accept / Reject any or all Bids without assigning any reason whatsoever.

This is not an Order.

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Thanking you,

For & on behalf of
BHARAT COAL GASIFICATION & CHEMICAL LTD (BCGCL)


 DK Verma
 Projects & Development India Ltd. (PDIL)



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NIT NO. : PNPM/PC298/E/8002

NIT DESCRIPTION : DIVERSION OF EXISTING 11 KV HT LINE OF COAL TO AMMONIUM NITRATE (2000TPD) PLANT OF BCGCL, AT LAKHANPUR, JHARSUGUDA, ODISHA

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TENDER DOCUMENTS FOR DIVERSION OF EXISTING
11 KV HT LINE OF COAL TO AMMONIUM NITRATE
(2000TPD) PLANT OF BCGCL, AT LAKHANPUR,
JHARSUGUDA, ODISHA

MASTER INDEX

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PART-I: COMMERCIAL

SECTION – 1.0

INSTRUCTIONS TO BIDDERS

0	02.07.2026	FOR TENDER	PRK	DK	AK
REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

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INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

1.1 COAL INDIA LTD (CIL) & BHARAT HEAVY ELECTRICAL LTD. (BHEL) has formed a joint venture company name as BHARAT COAL GASIFICATION & CHEMICAL LIMITED (BCGCL) hereinafter also referred to as "OWNER", for setting up COAL TO AMMONIUM NITRATE (2000TPD) PLANT along with its associated Offsite & Utility facilities at MCL Lakhanpur, Jharsuguda Distt.- 768211, ODISHA.

1.1.1 Projects & Development India Ltd. (PDIL) has been retained as CONSULTANT for providing Engineering, Procurement and Site Supervision Services (EPSS) for the aforesaid project.

1.2 LOCATION OF THE PROJECT SITE

The proposed Plant site is located at Lakhanpur area of Mahanadi coalfields Limited (MCL) in Jharsuguda district of Odisha on the National Highway NH-49. NH-49 is passing at about 10 km from the site. The nearest railway station Belpahar is 10 km from the site. Nearest air port, Veer Surenda Sai Airport, 38 km, approx 1.5 hours journey by road/ rail. Nearest sea port Paradip is 450 km by rail/road from the site. Plant is situated at 21o46'0"N Latitude and 83o46'0"E Longitude.

2.0 SCOPE OF PROPOSAL

The scope of work covers all activities required for DIVERSION OF EXISTING 11 KV HT LINE in line as per SOR, drawings, technical specifications and directions of Engineer-in-Charge.

[REFER PART-II \(TECHNICAL\) FOR DETAILED SCOPE OF WORK](#)

3.0 BIDDING DOCUMENTS

The bidder is expected to examine the bidding documents, including all instructions, Pre-Qualification Criteria, Forms, Annexure, Terms and Conditions of Contract, Specifications, Drawings and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any inconsistency, in the interpretation of meaning of any part of this Tender Documents, the BIDDER shall give his best endeavor to resolve the inconsistency by expressing his assumption through his proposal to OWNER.

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4.0 AMENDMENT OF BIDDING DOCUMENTS

Bidders shall examine the Bidding documents thoroughly and inform the OWNER of any apparent conflict, discrepancy or error.

At any time prior to the deadline for submission of bids as well as up to priced bid opening, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents, if required.

Notice of issuance of any Amendment to the bidding document (Corrigendum / Addendum / Amendment) if any, shall be hosted on PDIL website and shall not be advertised in press. Bidders are therefore advised to visit the website regularly for downloading the details of amendment to bidding document. The Bidders will be required to acknowledge notification of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum/Corrigendum in their bid and shall follow the instructions issued along with addendum/corrigendum.

In order to afford Bidders reasonable time to take the amendment, issued prior to submission of Bids, into account in preparing their Bids, OWNER may, at its discretion, extend the deadline for the submission of Bids.

5.0 LANGUAGE OF THE BID

The Bid prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the OWNER / CONSULTANT shall be written in the English language and all units shall be in Metric system. Any printed literature furnished by the Bidder may be written in another language, provided that such literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

6.0 TIME SCHEDULE

6.1 Bidder shall be required to complete the WORK under the CONTRACT in accordance with the following:

Work Completion Date - 45 Days from the Effective Date of Contract (EDC)

6.2 The "Effective Date of Contract (EDC)" shall be the date of issuance of LOA (Letter of Award) by the OWNER / CONSULTANT.

6.3 The basic consideration and essence of the Contract is the strict adherence to the time schedules for performing the specified works as stipulated in the Contract.

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7.0 SIGNATURE ON BIDS

- 7.1 The Bid must contain the name, designation and place of business of the person or persons making the Bid and must be signed and sealed, on each page, by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. The Bidder shall submit Authority Letter / Power of Attorney/ Board Resolution in favor of the authorized signatory(s) of the Bid. The Bidder's name stated on the proposal shall be the exact legal name of the Bidder.
- 7.2 Bids by bodies corporate/ limited Companies must be signed with the legal name of the Corporation/Limited Company by the President, Managing Director or by the Company Secretary or any other person or persons holding Power of Attorney for signing their Bid.
- 7.3 Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership Firm/Proprietor in favor of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 7.4 Bid shall contain no cuttings, erasures or overwriting except as necessary to correct errors made by the Bidder in which case each such corrections or other changes in the Bid documents shall carry the initials of the person(s) signing the Bid.
- 7.5 Bids not conforming to the above requirements of signing may be disqualified.

8.0 PRE-QUALIFICATION CRITERIA (PQC)

Evaluation of Technical and Commercial offers shall be carried out for only those Bidders who shall meet the Pre-qualification Criteria.

8.1 TECHNICAL CRITERIA

- 8.1.1 The Bidder, meeting the requirements must have completed **Similar Works*** during last **Seven (07) year** sending last day of the month previous to the one on which NIT is invited, should be either of the following

One completed Similar Work with contract value (Ex.GST) not less than ₹ **36,00,000.00**

OR

Two completed Similar Works each works with contract value (Ex.GST) not less than ₹ **23,00,000.00**

OR

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Three completed Similar Works each works with contract value (Ex.GST) not less than ₹ **18,00,000.00**

*Similar Works mean	“Supply/Procurement, Erection / Construction and Testing/ Commissioning of at least 11 kV Overhead Transmission / Sub-Transmission Line”
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To meet the criteria (8.1.1) above, the bidder shall submit photo copies as a documentary proof of the following documents:

- To meet the above criteria bidder shall submit notarized relevant supporting documents such as copies of work order , completion certificate/execution certificate duly (signed & stamped) issued by client/owner furnishing details of above required experience along with the bid.
- Experience of Bidder acquired as a sub-contractor can be accepted against submission of Certificate from end-user/Client by such Bidder along with other specified documents.
- A job executed by a Bidder for its own in-house purpose/sister concern/subsidiary cannot be considered as experience for the purpose of meeting PQC.

For clause 8.1.1, a Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting PQC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting PQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such Bidders to submit these documents in addition to the documents specified to meet PQC.

- 8.1.2 The bidder must have Electrical Contractors License (HT) from ELBO, valid as on date of Bid Closing Date.

The bidder shall submit photo copy of Electrical Contractors License (HT) from ELBO.

- 8.1.4 The bidder must have registered with TPWODL. The bidder shall submit photo copy of Vendor Registration, valid as on date of Bid Closing Date.

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8.2 FINANCIAL CRITERIA

- 8.2.1 Average Annual financial turnover during three (03) financial years i.e. **2022-23, 2023-24 and 2024-25** of the bidders meeting the requirement as per clause above experience criteria should be at least ₹ **14,00,000.00**
- 8.2.2 Net Worth of the Company should be Positive during the last financial year ending **31st March 2025**.
- 8.2.3 The Bidder will submit Solvency Certificate not more than Six months old from the date of Technical and Commercial Bid opening from their Banker for a value not less than ₹ **18,00,000.00** or minimum credit ratings of "A" from ICRA/CRISIL etc OR equivalent reputed institutions, OR financing / unutilized credit limits from bank of value not less than ₹ **18,00,000.00** valid as on date of Technical and Commercial Bid opening.

To meet the criteria (8.2.1 & 8.2.2) above, bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for three (3) financial years i.e. **2022-23, 2023-24 and 2024-25**.

8.3 AUTHENTICATION OF ALL DOCUMENTS SUBMITTED AGAINST PQC

Technical Criteria: All documents in support of technical criteria of PQC to be furnished by the bidder shall necessarily be:

Duly certified / attested by **Chartered Engineer/Notary Public with legible stamp**.

Financial Criteria: All documents in support of financial criteria of PQC to be furnished by the bidder shall necessarily be:

Shall submit "Details of Financial capability of Bidder" in prescribed format (as per Annexure-1.21), **duly signed & stamped by a Chartered Accountant with UDIN Number**.

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified / attested by **Notary Public with legible stamp**.

9.0 EARNEST MONEY DEPOSIT (EMD) AND COMPLIANCE TO ALL THE PROVISIONS OF THE BIDDING DOCUMENT/NIL DEVIATION

9.1 EARNEST MONEY DEPOSIT (EMD)

- 9.1.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

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- i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BCGCL account (before tender opening).
 - c) Banker's cheque / Pay order / Demand draft, in favor of '**Bharat Coal Gasification & Chemicals Limited**' and payable at Regional HQ issuing the tender (along with offer).
 - d) In case EMD amount is more than Rs. Twenty Lakhs, Tenderer has the option to submit in the forms described above in clause no. 1.9.1. i) (a) to (c) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats (as per Annexure1.11) and Bank Guarantee issued from Scheduled Nationalized Banks (refer Annexure-1.25 for the list of approved banks).
- ii) No other form of EMD remittance shall be acceptable to BCGCL.
- iii) Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee, in original, to the designated officer through post/courier or by hand within reasonable time.

9.1.2 EMD by the Bidder will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BCGCL.
- ii) The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.
- iii) EMD by the bidder shall be withheld in case any action on the bidder is envisaged.

9.1.3 EMD shall not carry any interest.

9.1.4 EMD given by all unsuccessful bidders shall be refunded normally within 15 days of award of work or receipt of refund application whichever is later.

9.1.5 EMD of successful bidder may be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee shall be retained by BCGCL until the receipt of the Security Deposit.

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9.1.6 The amount shall be as indicated in the Letter Inviting Bid for this NIT.

9.1.7 BCGCL's Bank Details for EMD:

Account Name	:	BHARAT COAL GASIFICATION & CHEMICALS LIMITED
Account Number	:	43047298479
Bank Name	:	State Bank of India
IFSC Code	:	SBIN0008704
Branch Address	:	Bandhabahal, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Odisha

9.2 COMPLIANCE TO ALL THE PROVISIONS OF THE BIDDING DOCUMENT / NIL DEVIATION

The Bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration. No deviation, whatsoever, is permitted by the OWNER to the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Employer. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the OWNER by submitting the 'No Deviation Certificate' as per Annexure-1.3 in the tender documents. In case the Certificate as per Annexure-1.3 duly signed and stamped is not furnished, the bid shall be rejected.

Acceptance of above shall be considered as Bidder's confirmation that any deviation to the Bidding Documents found anywhere in their Bid Proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to OWNER, failing which the bid shall be rejected and bid security shall be forfeited

9.2.1 Bidders shall submit their EMD in original along with No Deviation Certificate, Self Declaration of Local Content and Integrity Pact, at following address.

The envelope shall be super scribed with:

"TENDER DOCUMENTS FOR LAYING OF CONSTRUCTION WATER PIPELINE & ASSOCIATED FACILITIES FOR COAL TO AMMONIUM NITRATE PLANT FOR BCGCL, AT LAKHANPUR, JHARSUGUDA, ODISHA"

Projects & Development India Ltd.
(A Govt. of India Enterprise)
PDIL Bhawan, A-14, Sector-1,
Noida-201301, UP, India

Kind Attn.:Mr. D.K.Verma, Project Manager

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EPBX No. + 91-120-2529842 / 43 / 47 / 51 / 53 / 54, Ext. 312

Fax no. + 91-120-2529801 / 91

E-mail: dkverma@pdilin.com

praveenkanathe@pdilin.com

- 9.3 The bid must be accompanied by EMD in Original along with No Deviation Certificate, Self declaration of Local Content and Integrity Pact. The OWNER / CONSULTANT allows only those bids to be opened whose EMD in Original (in physical form at PDIL) has been received by the CONSULTANT within 05 (five) days from the bid due date, provided the scanned copies of the same have been uploaded on the CPP Portal by the bidder.

10.0 COST OF BIDS

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and OWNER / CONSULTANT will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 The Bidder may modify or withdraw its Bid after the Bid's submission, but before the last date and time of Bid submission as specified in this NIT provided that written notice of the modification or withdrawal is received by OWNER / CONSULTANT prior to the deadline prescribed for submission of Bids.
- 11.2 A withdrawal notice may also be sent by E-mail in signed and scanned form not later than the deadline for submission of Bids.
- 11.3 In case any clarifications are sought by the OWNER / CONSULTANT after opening of tenders, then the replies of the Bidder should be restricted to the clarification sought. Any modification of a Bid by the Bidder (including a modification which has the effect of altering the value of the said Bid) after opening of Technical and Commercial Bids without specific reference by the OWNER shall render the Bid liable to be rejected without notice and without further reference to the Bidder.
- 11.4 No bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration during the validity or agreed extension validity period duly agreed by the bidder. Withdrawal or unsolicited modification of a bid during this interval shall result in the Bidder's forfeiture of its EMD.

12.0 INFORMATION REQUIRED WITH THE BID

- 12.1 All technical information shall be furnished as per Part-II, Technical. In addition, the bidder shall ensure that Technical and Un-priced Commercial Bid has been submitted.

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12.2 Requirement of Manpower / Equipment / Tools & Tackles for timely completion of the project.

12.2.1 Bidder shall furnish tentative month wise manpower requirement till completion of the job.

12.2.2 Bidder shall also furnish a tentative break up of equipments, tools & tackles for timely execution of job.

13.0 PRELIMINARY EXAMINATION

13.1 Full compliance to the complete provisions of the Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the OWNER will be checked first in terms of para clause 9.2 above and other requirements of the bidding documents in respect of No deviation Certificate, Self-declaration of Local Content and Integrity pact. In case those documents duly signed and stamped are not found in separate envelope / techno-commercial bid and / or they are not found as per format of the bidding document, the bidder will be asked to furnish the same as per the format before price bid opening. Failure to comply with this requirement, the bid shall be rejected.

13.2 The OWNER / CONSULTANT will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, whether validity of the Bid is in conformity with ITB and whether the bids are generally in order.

13.3 Prior to the detailed evaluation, the OWNER / CONSULTANT will determine the substantial responsiveness of each Bid with reference to the bidding documents. For purpose of this article a substantially responsive Bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The OWNER / CONSULTANT's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

13.4 A Bid determined as substantially non-responsive is liable to be rejected by the OWNER / CONSULTANT and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

13.5 The OWNER / CONSULTANT may waive any minor informality or non-conformity or irregularity in a Bid, which does not in their opinion constitute a material deviation.

13.6 Under two stage bidding system, after a preliminary screening based on both technical and un-priced commercial evaluation, Bidders will be short-listed. In the event that any clarifications are required, then such clarifications shall be obtained from such short listed bidders only. Based on the clarifications, the technically acceptable Bidders shall be asked to submit the revised price.

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14.0 LOCAL CONDITIONS

- 14.1 It will be imperative on each Bidder to fully make aware himself of all local conditions and factors which may have any effect on the execution of the works covered under these specifications and documents. Bidder shall inspect the site, examine and obtain at its cost and responsibility, all information required and satisfy himself regarding all matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, sub-soil conditions, natural drainage, and all information that may be necessary for preparing its Bid, performance of work and other obligations and related matters. By submitting the Bid the Bidder shall be deemed to have acknowledged and agreed that ignorance of the site and other said conditions shall not be basis for any claim for compensation or extension of time or loss of profits etc. and the OWNER shall not be liable on account thereof in any manner whatsoever to the Bidder or any person claiming through or under the Bidder.
- 14.2 Bidders must before submission of their Bids, acquaint themselves with all applicable regulatory and other legal requirements pertaining to insurance and health, safety and environment requirement in India and rules related to work permit and visa requirements in India or in any way or manner affecting the performance of Scope of Work, the CONTRACTOR and the Plant operation and performance including social security, safety, pollution control, permits, licenses, and the other statutory requirements and regulations. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made and the Bidder shall not raise at any time later any claims/disputes against the OWNER and the OWNER shall not be liable for the same in any manner whatsoever.
- 14.3 The OWNER shall not entertain any request for clarification from the bidder, regarding such local conditions.
- 14.4 The Bidder shall be deemed to have prepared the Bid on the basis of its independent judgment and to have made all necessary allowances and provisions to ensure that the PROJECT will meet all technical specification prescribed hereunder in the tender document and will be entirely suitable for the purpose for which it is intended. Accordingly, at the time of submission the Bid Price will, without extra price and/or extension of time, be held to include everything implicitly or otherwise required or necessary for the proper and timely completion of the WORK in accordance with the CONTRACT. Further, in case of any contract awarded under these specifications and documents, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the OWNER, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 14.5 Visit to site at BIDDER's cost and expense.

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15.0 PRICE BASIS & CURRENCY OF BIDS

- 15.1 The Bidder shall quote in Indian Rupees only.
- 15.2 The Price / Rate to be quoted by the CONTRACTOR shall be fixed and firm shall be valid until completion of the Contract to be executed with the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.
- 15.3 Site is located at area of MCL Lakhanpur, Jharsuguda, Odisha and the bidder are required to check & confirm before bidding for applicability of all taxes & duties for the procurement of supply and service by them for the execution of contract.
- 15.4 The Bidders shall quote in their proposals, the firm Price/Rate for the entire scope of work as per Schedule of Rates (SOR)/BOQ, inclusive of all taxes, statutory levies, cess, duties, TPI charges, packing & forwarding, municipal taxes, royalties, custom duty and customs related duties or any other charges etc., excluding GST. GST shall be paid/ reimbursed at actual on submission of the GST invoice limited to maximum @18%.
- 15.5 All bank charges of bidder's bankers shall be to the Bidder's account and all Bank charges of OWNER's bankers shall be to OWNER's account.
- 15.6 Income Tax, or any other tax and surcharge as applicable shall be deducted at source from the bills of the CONTRACTOR and a certificate to that effect shall be issued by the OWNER.

16.0 Deleted

17.0 NUMBER OF BIDS

- 17.1 A bidder shall on no account submit more than one bid either directly or indirectly.
- 17.2 A bidder shall be deemed to have submitted an indirect bid if a subsidiary of the bidder is also a direct or indirect bidder in an independent bid or if the bidder or its subsidiary has with its consent been indicated as a Sub-contractor in any other bid or even if not so indicated has entered into any arrangement (whether disclosed or undisclosed) with any other bidder or with a Sub-contractor of that bidder for the performance of any work for that other bidder upon an award of the work to that other bidder.
- 17.3 If a bidder makes more than one bid and/or directly or indirectly participates in another bid as contemplated under 17.2 above, all the bids of the bidder, including the bid of the bidder in whose bid the first named bidder has directly or indirectly participated, may be considered as cartel bids and may be rejected. If the factum of such bid(s) is discovered after the notification of award, the resultant contract shall be liable to be terminated pursuant to the provisions for termination contained in the General Conditions of Contract.

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18.0 CONFIDENTIALITY OF DOCUMENTS

Bidders shall treat the bidding documents and contents therein as strictly confidential.

19.0 TAXES AND DUTIES

19.1 The Prices/Rates shall include all taxes & duties, statutory levies, cess, duties, TPI charges, packing & forwarding, municipal taxes, royalties, custom duty and customs related duties or any other charges etc., excluding GST. GST shall be paid/ reimbursed at actual on submission of the GST invoice limited to maximum 18%.

19.2 Bidders are required to ascertain themselves the prevailing rates of applicable taxes & duties including income tax rates as applicable on the scheduled date of submission of price bids and OWNER would not undertake any responsibility whatsoever in this regard. However, due to any subsequent change in law, liability of the OWNER as regards to payment of duties and taxes would be governed by Clause 39.0 of Special Conditions of Contract on subsequent legislation.

19.3 Please note that the responsibility of payment of above taxes thereupon lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice as per the law, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with GST rules. The invoice shall also contain the following:

- (a) Name, Address & GST Registration No. of such Person/ Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided like HSN/SAC Code.
- (d) GST Amount /Cess thereupon, if any.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit / submission of Return of GST thereupon collected from OWNER.

Any changes in statutory rules and regulations under GST regime shall be followed by Contractor.

Refer Annexure-1.20 of Part-I (Commercial) for General Guidelines for Goods & Service Tax (GST).

Refer Annexure-1.32 of Part-I (Commercial) for Guidelines for BUILDING & OTHER CONSTRUCTION WORKERS (BOCW).

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20.0 DETERMINATION OF BID'S RESPONSIVENESS

- 20.1 The OWNER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the OWNER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 20.2 It is important that Bidder clearly demonstrates his experience and capability, giving OWNER / CONSULTANT a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted rate/price and meeting all other requirements listed in the Bidding document.
- 20.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information/documentation forming basis of evaluation is found incomplete/incorrect, the same may be considered as adequate ground for rejection of the Bid.
- 20.3 Examination of bids and determination of responsiveness
- 20.3.1 The OWNER's determination of bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the OWNER / CONSULTANT will determine whether each Bid: -
- (a) Meets the "Pre-Qualification Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required Earnest Money, No Deviation Certificate, Self declaration of Local Content and Integrity Pact.
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the OWNER may require to determine responsiveness pursuant to Clause-20.3.2 of this ITB.
- 20.3.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose OWNER defines the foregoing terms below: -
- (a) "Deviation" is departure from the requirement specified in the tender documents.
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 20.3.3 A material deviation, reservation or omission is one that,
- (a) If accepted would,

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

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

20.3.5 If a Bid is not substantially responsive, it may be rejected by the OWNER and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

21.0 SUBMISSION OF BIDS

21.1 The Bid shall be submitted in electronic format (through CPP portal) as per time schedule mentioned in the Letter Inviting Bid.

The Bidder shall submit Bid Security/ EMD in physical form only at the address mentioned at Clause 9.0 of Instruction to Bidders.

21.2 Instruction for Online Submission of Bid

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the CONTRACTORS/ Bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the Contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.

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- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Bidder may go through the NIT / tenders published on the site and download the required NIT documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the NIT/ Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token / Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

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- 16) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the Demand Draft (DD) /any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_ xxxx.xls, the rate offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid / BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

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- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.

Note: A bidder shall submit only one bid in the same bidding process. A Bidder who submits more than one bid will cause all their bids disqualified in the said bidding process.

21.3 The Bidder is expected to examine all instructions, forms, terms and conditions in the NIT. The NIT together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required or submission of a Bid not responsive to the NIT in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

21.4 **Pre-qualification Bid and Technical & Commercial Bid** in two Sections, as specified below.

SECTION-I : PRE-QUALIFICATION BID (Refer Clause 8.0)

i.	Letter of Submission
ii.	Pre-Qualification Criteria in favor of Experience Criteria as per Exhibit-1 along with Copies of LOI/LOA/ Work Orders Certificates from OWNER*and completion certificates in support of prequalification requirement, duly certified by Chartered Engineer and Notarized. *OWNER shall mean the entity who has issued the LOI/ LOA/Work Order.
iii.	Pre-Qualification Criteria in favor of financial criteria as per Exhibit-2 along with copies of Work Orders, Completion/ Acceptance certificates and Annual audited Report for the last three financial years. Annual Reports shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public Accountant in the form of printed annual reports or similar document.

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iv.	Format for Financial Capability of Bidder as per Annexure-1.21
v.	Solvency Certificate from Bidder's bankers as per Annexure-1.18. Date of Issue of this certificate should not more than six months old from the date of Technical and Commercial Bid opening.

SECTION-II : TECHNICAL AND COMMERCIAL BID

i)	Photocopy of Earnest money Deposit (EMD)
ii)	Power of Attorney of Bid Signatory from the Competent Authority as per Annexure-1.26
iii)	Tender Acceptance Letter as per Annexure-1.1
iv)	Commercial Questionnaire as per Annexure-1.2
v)	No Deviation Certificate as per Annexure-1.3
vi)	Details of Similar Works Executed as per Annexure-1.4
vii)	Current Commitments of the Bidder as per Annexure-1.5
viii)	Deployment Schedule of Supervisory Personnel as per Annexure-1.6
ix)	Deployment Schedule of Construction Equipment as per Annexure-1.7
x)	Details of Equipment Proposed to be used for this work as per Annexure-1.8
xi)	Contents of Bid and Check List as per Annexure-1.9
xii)	A declaration shall be submitted as per Annexure-1.14 to the effect that Bidder have or had not been banned or blacklisted/del-listed by any PSU / Government Organizations.
xiii)	Declaration by Bidder regarding Bidding Document as per Annexure-1.16
xiv)	Photocopy of Integrity Pact as per Annexure-1.17
xv)	EFT details as per Annexure-1.19
xvi)	A declaration shall be submitted to the effect that Bidder submitting their Bid is not under liquidation, court receivership or similar proceedings as per Annexure-1.22
xvii)	Declaration by bidder for Past Safety Record as per Annexure-1.23
xviii)	Form of Acceptance of Fraud Prevention Policy as per Annexure-1.28
xix)	Declaration by bidder regarding local content (Preference to Make in India) as per Annexure-1.29
xx)	Undertaking by bidder regarding provision for procurement from a bidder which shares a land border with India as per Annexure-1.30
xxi)	Project Execution Plan along with Project Schedule in Bar Chart (MS Project / Primavera)

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xxii)	Bidder to furnish PAN Number, TIN Number, PF/ESI Number, GST Number, Labor License Registration Number, Latest Income Tax Clearance Certificate / ITR etc. along with the bid.
xxiii)	Price confirmation copy - Bidder shall submit signed and stamped UNPRICED COPY of the Bill of Quantities (BoQ) [included along with NIT at CPP Portal in the form of excel sheet] indicating "QUOTED" against the quoted rates in figures. [i.e. Bidder shall take a print out of the excel sheet of BoQ, and write "QUOTED" against the quoted rate in figures along with name of the Bidder in the relevant place and sign and stamp each page. The scan of this unpriced copy is to be submitted along with Unpriced Techno-Commercial Bid] Bidder to submit signed and stamped copy of Schedule of Rates (SOR) as mentioned at Section-2.0, Technical.
xxiv)	Master Index along with a copy of complete set of Bidding Documents of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
xxv)	Any other information required in the Bidding Documents or considered relevant by the Bidder.

For convenience, the Bid shall be compiled in the form of Specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the OWNER / CONSULTANT reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Technical and Commercial Bid.

21.5 PRICED BID

21.5.1 Priced Bid shall consist of in the following manner:

- (i) Priced Bid, duly filled in the form of Bill of Quantities (BOQ) [in the form of excel sheet] given along with the Bidding Documents at CPP Portal.

21.5.2 Priced Bid shall be submitted strictly as per the Schedule of Rate (SOR) given along with the Bidding Documents. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case Bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder

21.5.3 Deleted.

21.6 **Bidder shall quote lump sum Price in the BOQ, provided along with the NIT at CPP portal.**

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21.7 Deleted.

22.0 DEADLINE FOR SUBMISSION OF BIDS:

22.1 Bids must be submitted not later than the time and date as specified in the Letter inviting Bid.

22.2 The OWNER / CONSULTANT may extend this deadline for the submission of Bids by amending the NIT documents in accordance with Clause No. 4.0 above. In such case all rights and obligations of the OWNER and Bidders under this NIT shall be subject to the extended deadline.

22.3 Any bid received after the deadline specified in the NIT or as extended shall be liable to be rejected.

23.0 OPENING OF BIDS

23.1 OWNER / CONSULTANT will open Bids in the presence of Bidder's representatives who choose to attend at Date and time specified on cover page of NIT or as informed by OWNER / CONSULTANT. The Bidder's representative(s) present during the Bids opening shall sign a Bids opening record sheet evidencing their attendance.

23.2 The Bidder's name, modifications, bid withdrawal and such other details, as the OWNER / CONSULTANT at its discretion may consider appropriate, will be announced during Bids opening. The OWNER allow only those bids to be opened whose EMD in Original has been received within 7 days from the bid due date.

23.3 The Bids shall be opened and evaluated in two stages:

23.3.1 STAGE-I: OPENING & REVIEW OF EMD, PRE-QUALIFICATION BID, TECHNICAL AND COMMERCIAL BIDS

On the date of Public Bid opening as indicated on the Letter Inviting Bid of this NIT, Cover containing EMD shall be opened and reviewed.

The OWNER / CONSULTANT will review the Bank Guarantee (BG) submitted by Bidder against EMD, with respect to:

- its value,
- validity &
- issuing Bank.
- the format attached with the tender document.

In case the Bank Guarantee (BG) submitted by the Bidder against EMD is not as per the requirement of NIT with respect to the above mentioned parameters. The OWNER /

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CONSULTANT will inform the Bidder who shall have to rectify the same before the date of opening of the Price Bid. In case the bidder fails to rectify the EMD, its bid will be rejected and the Bidder will be informed to take back its Bid, including the Price Bid.

Thereafter, OWNER / CONSULTANT will open, Pre-qualification Bid, Technical and Commercial Bids.

OWNER / CONSULTANT will first review Pre-qualification requirement. Technical and Commercial Bids shall be evaluated only for those bidders whose bid is found to be pre-qualified based on the Pre-qualification Criteria.

The OWNER, at its discretion, may hold post bid discussions with any one or all the bidders at a mutually suitable date & time. However, it will not be construed from invitation/ holding of post bid discussions that the bidders have been considered eligible for opening of their Price Bid. The discussion will cover all the aspects of bidder's offer in the Techno-commercial proposal.

23.3.2 STAGE-II: OPENING OF PRICE BID

Before opening the Priced Bid of the technically and commercially acceptable bidders, if required, a meeting with the Bidders shall be arranged. Date and Venue of such meeting shall be informed at the appropriate time.

The date of the opening of the Price Bid shall be intimated to technically and commercially acceptable Bidders. The price bids of such shortlisted Bidders will be opened in the presence of Bidder's representative who chooses to attend, on the date and time to be intimated. The bidder's name, bid price and such other details as the OWNER at its discretion may consider appropriate, will be announced at the opening of price bids.

The evaluation of the priced Bids shall be done as described under Clause No. 30.0 of the ITB.

- 23.3.3 If the bids as judged by the OWNER are unresponsive, the NIT may be declared void and a new procedure for selection of CONTRACTOR as deemed appropriate by OWNER may be adopted.

24.0 CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked by the OWNER / CONSULTANT for errors.

Errors will be corrected by the OWNER / CONSULTANT as follows:

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The Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- i) Bidders should quote total price in figures with corresponding words in price bid format.
- ii) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly., unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- iii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- iv) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (2) and (3) above.
- v) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.

The amount stated in the Bid will be adjusted by the owner / Consultant in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

25.0 POLICY FOR BID UNDER CONSIDERATION

Bids shall be deemed to be "Under Consideration" immediately after they are opened and until such time that the official intimation of Award / Rejection is made by the OWNER / CONSULTANT to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the OWNER / CONSULTANT and/or his employees / representatives on matters related to the bids under consideration.

The OWNER / CONSULTANT, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personnel contact as may be necessary. The Bidder will not be permitted to change the substance of the bid after the bid had been opened.

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26.0 DISCUSSIONS WITH BIDDERS DURING TECHNO- COMMERCIAL EVALUATION

After opening of the Bids, to assist in the examination, evaluation and comparison of Bids, OWNER / CONSULTANT may, at its discretion, ask the Bidder for clarification on its Bid. The request for such clarification and the response shall be in writing either through fax or email.

Further OWNER / CONSULTANT may ask BIDDER to visit OWNER's / CONSULTANT's office for technical, commercial or financial clarifications. BIDDER is expected to undertake such visits and participate in such meetings as and when called by the OWNER / CONSULTANT. All costs related to such visits shall be borne by BIDDER.

After opening of the Price Bid, no change in the quoted Rate / Price shall be sought, offered or permitted.

27.0 EFFECT AND VALIDITY OF BID

27.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the OWNER / CONSULTANT for rejection of his bid. The OWNER / CONSULTANT shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the OWNER / CONSULTANT.

27.2 The bids should be kept valid for acceptance for a period of **120** Days from the date of opening of Technical and Commercial Bids. A Bid valid for shorter period may be rejected by the OWNER as being non-responsive.

Under the exceptional circumstances, prior to expiry of the original Bid validity period, the OWNER / CONSULTANT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by telefax or by E-mail.

27.3 In the event of OWNER / CONSULTANT seeking extension of period of validity of the Priced Bids, the validity of EMD shall also be suitably extended.

27.4 A Bidder agreeing to the request of OWNER / CONSULTANT seeking extension will not be required nor permitted to modify his bid, and will be required to extend the validity of his EMD correspondingly. However, bidders request for revision/adjustment of Priced Bid under such circumstances may be considered by the OWNER / CONSULTANT. The provisions of Clause-9.0 regarding discharge and forfeiture of EMD shall continue to apply during the extended period of Bid Validity.

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28.0 COMPLETE SCOPE OF SUPPLIES / WORK

- 28.1 The complete scope of supplies and work/services has been defined in the bidding documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the bidding document shall be considered for further evaluation subject to meeting Pre-Qualification Criteria.
- 28.2 If the CONTRACTOR is required to engage a Sub-contractor for any part of work, then such Sub-contractors shall have prior proven experience of similar work and shall require specific approval by OWNER.
- 28.3 If a proposed Sub-contractor has been approved by the OWNER, the CONTRACTOR shall not replace such approved Sub-contractor with another Sub-contractor without obtaining the OWNER's prior approval for the proposed replacement.

29.0 FIRM RATES / PRICE

The price/rate quoted by the Contractor shall be fixed & firm and shall be valid until completion of the Contract, pursuant hereto and shall not be subject to variation / escalation on any account except as otherwise specifically provided in the Contract documents. The rates shall include all taxes & duties, levies, TPI charges, any other cess etc. except GST. GST shall be paid/ reimbursed at actual on submission of the GST invoice limited to maximum 18%.

30.0 EVALUATION AND COMPARISON OF BIDS

30.1 GENERAL

- 30.1.1 The OWNER wishes to finalise the award of work of the facilities covered under this bidding documents within a limited time schedule. The bidders are advised to submit their bids complete in all respects conforming to all terms and conditions of the bid document.
- 30.1.2 Bids shall be evaluated based on the information / documents available in the bid. Hence bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of Bid Documents are liable to be rejected. Bidders are advised to fill up all Annexure carefully and provide reference to all relevant documents given in their bid offer.
- 30.1.3 Bidders shall quote Lump Sum Price in the **BoQ [in the form of Excel Sheet]** provided along with the NIT at CPP Portal. The Quoted Price indicated by the bidder should be strictly quoted as specified in the Bill of Quantities (BoQ) provided along with the NIT.

Bidders shall quote their prices on firm price basis. **The prices should be strictly quoted as per Schedule of Rates specified in Section-2 of Part-II, Technical.**

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Any conditional discount offered by the bidder shall not be considered for the purpose of evaluation, however, the same shall be considered for purpose of award.

30.1.4 The work is not bifurcated. Hence, evaluation of bids shall be done as per clause no. 30.2 below. The order will be placed on overall lowest basis.

30.2 The financial comparison for selection of Lowest (L-1) Bidder / Contractors shall be arrived by using the following methodology:

30.2.1 TOTAL EVALUATED PRICE: Total Evaluated Price shall be quoted Lump Sum price plus charges towards GST, GST @ 18% shall be considered for evaluation. Reimbursement of GST shall be based on the actual GST invoice submitted by the Contractor (@18%) maximum.

30.2.2 If two or more bidders emerge as the Lowest evaluated bidders after evaluation, in such an event, Revised Lump Sum Price (which should be lower than Original Quoted Lump Sum Price) will be sought from those bidders and Re-evaluation will be carried out for selection of Lowest (L-1) Bidder.

30.3 OWNER/ CONSULTANT reserves the right to assess bidder's capability and capacity to perform the assignment by taking into account various aspects such as ongoing commitments with OWNER/ CONSULTANT, resources available etc., should the circumstances so warrant such assessment in the overall interests of the project.

30.4 Bidder may please note that after opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice after the issue of the tender enquiry.

31.0 PRICE VARIATION

The Bidder shall quote firm rate/price in the "**Schedule of Rates**". Firm Rate / Price shall not be subject to any escalation on any account. Bids with variable prices shall be disqualified.

32.0 REBATE

32.1 No suo-moto reduction in price(s) by Bidders is permissible after opening of the price bid. If any Bidder unilaterally reduces the price(s) / percentage quoted by him in his bid after opening of price bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work

33.0 CONTACTING OWNER

33.1 A Bidder shall not contact the OWNER / CONSULTANT on any matter relating to his bid from the time of priced bid opening to the time that the Contract is awarded, unless

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requested to do so in writing. Any effort by a Bidder to influence the OWNER / CONSULTANT in the OWNER's / CONSULTANT's decisions in respect of bid evaluation or contract award will result in the rejection of that Bid.

34.0 AWARD OF CONTRACT

- 34.1 Subject to ITB Clause 36.0, the OWNER will award the CONTRACT to the successful Bidder whose Technical and Commercial bid has been determined to be qualified, substantially responsive and Price Bid to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the CONTRACT satisfactorily.
- 34.2 After selection, 'Letter of Award (LOA)' as per mode of contracting shall be released by the OWNER to the selected Bidder. The selected bidder will return the duplicate copy duly signed & stamped as token of acceptance within 15 days.
- 34.3 The Bidder shall enter into a Contract Agreement with the OWNER as per clause 35.0, failing which the Bid Security / EMD is liable to be forfeited.

35.0 SIGNING OF CONTRACT

- 35.1 At the same time as the OWNER notifies the successful Bidder that its bid has been accepted, the OWNER will send to the bidder a Draft of the Contract provided in the Bidding Documents, incorporating all agreements between the parties. The bidder shall submit 03 sets of Original Contract Agreement (in hard copy) for onward signing with OWNER. After signing, bidder shall provide 02 nos. USB Flash Drive of Scanned Signed Contract Agreement.
- 35.2 Within Thirty (30) days of receipt of the CONTRACT, the successful bidder shall sign and date the Contract Agreement and return it to the OWNER. Cost of execution of the Contract, including payment of stamp duty thereon, shall be borne by the Bidder.

36.0 OWNER'S RIGHT TO ACCEPT/REJECT BIDS

- 36.1 The OWNER reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of OWNER's action.
- 36.2 It is observed that many bidders indulge in trading in contracts by entering into undisclosed back-to-back arrangements for the whole or a substantial portion of a CONTRACTOR's obligations under the contract. If a bidder proposes to enter into any such arrangements upon a successful award of work or has in place any such arrangement which will become operative upon the award of work, the bidder must make a complete disclosure of such arrangement or proposed arrangement in its proposal, and all

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provisions applicable to sub-CONTRACTOR(s) in terms of bidding documents shall apply to such arrangements.

- 36.3 If the existence of such an undisclosed arrangement is reasonably apprehended by the OWNER in the case of a bidder, the OWNER may reject such bidder's bid as not responsive.
- 36.4 If such an undisclosed arrangement is discovered after the award of work, such arrangement(s) shall be deemed to constitute an assignment of contract and a ground of termination pursuant to the provisions of termination under the General Conditions of Contract.
- 36.5 OWNER / CONSULTANT reserves the right to accept or reject any tender in whole or part and/or accept other than the lowest quotation without assigning any reason. The whole work may be split up between two or more CONTRACTORS if considered expedient by the OWNER / CONSULTANT on their sole and absolute discretion. The bidder shall have no claim in this regard whatsoever.

37.0 CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE (CPBG)

- 37.1 Upon acceptance of Letter of Award, the successful bidder shall be required to deposit the 5% of the contract value (excluding GST) as Contract Security or Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 37.2 The security Deposit shall be furnished before start of the work by the contractor.
- 37.3 For detailed instructions regarding Contract Security or Security Deposit refer **Article 6 of GCC**.

38.0 INCOME TAX & CORPORATE TAX

- 38.1 Income tax deduction shall be made from all payments made to the CONTRACTOR as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 38.2 Corporate Tax liability, if any, shall be to the CONTRACTOR's account.
- 38.3 Mentioning of PAN No. in Invoice / Bill

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

Accordingly, supplier / contractor / service provider / consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the

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notification, in case supplier/ contractor / service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier / contractor / service provider / consultant shall be processed only after fulfillment of above requirement.

39.0 GENERAL INSTRUCTIONS

39.1 Transfer of Tender Documents/Proposal

- 39.1.1 Transfer of Bid submitted by one bidder to another is not permitted. No alteration in the essence of a Bid, once submitted, shall be permitted.
- 39.1.2 OWNER / CONSULTANT reserves the right to verify all statements/information submitted to confirm the bidder's claim on experience on the performance of equipment offered and capabilities of the bidder to perform the Scope of Work. OWNER / CONSULTANT may inspect similar facilities built by the Bidder. Bidder shall co-ordinate and arrange for visit. However, all expenses of such visit of OWNER's Officials / OWNER's Representative will be borne by OWNER.
- 39.1.3 OWNER / CONSULTANT shall not entertain any correspondence with any Bidder on acceptance or rejection of any Bid.
- 39.1.4 Oral statements made by the Bidder at any time regarding any matter including quality, or arrangement of the equipment or any other matter will not be considered and will not be binding on the OWNER / CONSULTANT.
- 39.1.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.
- 39.1.6 Bidder will furnish the bid with all relevant information's as called for. Bids with incomplete information are liable for rejection.
- 39.1.7 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD / PBG shall be liable to be forfeited.

40.0 INTEGRITY PACT

Bidders are required to unconditionally accept the "Integrity Pact (IP)", as per Annexure 1.17, (executed on plain paper) and submit the same duly signed on all pages by the

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bidder's authorized signatory along with the EMD in Original. In case, Annexure-1.17 duly signed & stamped is not found in the sealed envelope / techno-commercial bid and / or is not found as per the format required as per the bidding document, the bidder will be asked to furnish the same before price bid opening. Failure to comply with this requirement, the bid shall be rejected.

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. One Independent External Monitors (IEMs) has been appointed by BCGCL with the approval of CVC to oversee implementation of IP in BCGCL. Second IEM for BCGCL will be nominated in due course. However, any query/complain related to tender practices under purview of IP can be shared on below email IDs which will be subsequently allotted to appointed IEMs.

Sl. No.	IEM	Email
1.	Shri. Kishore Kumar Sansi (Ex-MD & CEO, Vijaya Bank)	iem1.bcgcl@coalindia.in
2.	Will be intimated after appointment	iem2.bcgcl@coalindia.in

41.0 RATES FOR EXTRA ITEMS

Rates for additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows: -

- If the rate for the additional, altered or substituted item of work is not specified in the said schedule / bill of quantities, the rate of that item shall be derived from the rate for the nearest similar item specified therein.
- If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (a), then such item of work shall be carried out at the rate entered in the Latest C.P.W.D. Delhi Schedule of Rates (DSR).
- If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub para (a) to (b), the CONTRACTOR shall within 7 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposes to Claim for such item of work, supported by analysis of the rate claimed by the rate of labour and materials. In the event of the CONTRACTOR failing to inform the Engineer-in-Charge within the stipulated period of time and rate which he proposes to claim, the rate for such item shall be determined by the labour and materials and quantum of labour and materials as per actual observation, provided all these elements are justifiable, plus 15% to cover the CONTRACTOR's profit and over head.

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- d) If any altered, additional or substituted item of work ordered comprises of more than one part/sub item and each part / sub item could be priced in different manners according to the principles laid in sub para a to c, the decision of the Engineer-in-Charge as the appropriate principle of pricing applicable to the particular part/sub item shall be final.
- e) No deviation from specifications stipulated in this contract shall be made or additional items of work shall be carried out by the CONTRACTOR unless the rates of such substituted, altered or additional items have been approved in writing by the Engineer-in-Charge failing which OWNER shall not be liable to pay any claim on this account

42.0 BIDDER TO QUOTE FOR ALL ITEMS

The bidders shall quote their rates with reference to each item and must tender for each and all the items shown in the attached schedule/bill of quantities.

43.0 BIDDER TO SIGN ALL PAGES

All pages of the tender documents shall be signed and stamped by the bidder.

44.0 ERASURES AND ALTERATIONS

Tenders containing erasures and alterations in the tender documents may be rejected. All rates shall be indicated both in words and figures. Where there is a difference between the rates quoted in words and figures, the rates given in words shall prevail.

45.0 INCOMPLETE AND LATE TENDER

Unsolicited/Incomplete/late tenders are liable to rejection without any further reference.

46.0 EXECUTION OF CONTRACT

The successful bidder shall be required to execute contract with OWNER within reasonable time.





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PART-I: COMMERCIAL

SECTION – 2.0

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REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED



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ARTICLE-1: DEFINITIONS

In this contract the following words shall have the meaning herein assigned to them respectively.

- a. **i- “Tenderer/Bidder/Offerer”** means any person, firm or company invited to submit their tenders; including their authorised representative for the work.
- ii- “Bid/Tender/Offer/Proposal/Quotation”** shall mean offer/proposal/document that the bidder/tenderer submit in the required and specified form in accordance with the provisions of NIT duly signed by the bidder or authorized signatory under the seal of firm document.
- b. **“The Work”** means all duties, responsibilities and obligations to be discharged by the Contractor pursuant to the Scope of Work and Technical Specifications mentioned in the contract.
- c. **“The Contractor’s Equipment”** means all machinery, apparatus, materials and equipment to be provided by the Contractor pursuant to the Contract for and in connection with the work but not forming or intending to form a permanent part of Plant.
- d. **“Site”** shall mean the plants location at Lakhanpur for which this Purchase Order/Contract has been issued and where the Equipment / Works to be erected / executed. The location of plant site is in Lakhanpur, Odisha
- e. **“Date of Completion”** means the date specified in the body of the contract hereto or such later date as may be agreed to in writing from time to time by the Owner/Consultant.
- f. **“Month”** shall mean English Calendar month.
- g. **“Contractor” or” Supplier” or “Vendor”** shall mean any person, firm or company awarded the work through Letter of Intent and accepted by him/them.
- h. **“Purchaser / Owner / BCGCL”** shall mean **BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL)** having their site at Lakhanpur, Jharsuguda, Odisha, India.
- i) **“Consultant”** shall mean M/s. Projects & Development India Ltd (PDIL) having their office at A-14, Sector-1, Noida-201301, Dist.-Gautam Budh Nagar, Uttar Pradesh, India is acting for and on behalf of M/s. BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL) for providing Consultancy Services for the Project.
- ii) **“Engineer In-Charge”** shall mean person designated as such by BCGCL or his duly authorized representative and includes those who are expressly authorized to act for and on its behalf respectively for operation of the contract and who will be in-charge of the works and under whose supervision and direction the work shall be carried out.



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- i. **Deleted**
- j. **“Goods”** means all of the Equipment, machinery, and/or other materials which the Supplier/Contractor is required to supply/execute to the purchaser under the Purchase Order/Contract.
- k. **“Services”** means supervision to installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Order.
- l. **“Subcontract”** shall mean Order/Contract placed by the Supplier/Contractor, for any portion of the Order or Work, after necessary consent of Owner/Consultant.
- m. **“Subcontractor”** or “Sub Vendor” or “Sub Supplier”- shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of Order has been sub-let by the Supplier/Contractor.
- n. **“Battery Limit”** shall mean the area within which Plant/Equipment are to be located.
- o. **“Plant”** shall mean entire assembly of the Equipment within specified Battery Limit.
- p. **“Drawings”** shall mean and include Engineering drawings, sketches showing plants, sections and elevations related to the Purchase Order/Contract together with modifications and/or revisions thereto.
- q. **“Specifications”** shall mean and include schedules, detailed description, statement of technical data, performance characteristics, standards (Indian as well as international) as applicable and specified in the Purchase Order/ Contract.
- r. **“Engineer”** shall mean the Engineer or Executive-in-charge at Site nominated by Owner/Consultant.
- s. **“Inspector”** shall mean any person or outside agency nominated or agreed by OWNER / CONSULTANT to inspect Equipment stage-wise as well as final inspection, before despatch, at Supplier's/Contractor's work and on receipt at Site as per the terms of the Purchase Order/ Contract.
- t. **“Tests”** shall mean such process or processes to be carried out by the Supplier as are prescribed in the Purchase Order/Contract or considered necessary by OWNER / CONSULTANT or their representatives in order to ascertain quality, workmanship, performance and efficiency of Equipment or part thereof.
- u. **“Approval”** shall mean and include the written consent, either manuscript, type - written or printed statement, under signature or seal, as the case may be, of the OWNER / CONSULTANT or their authorized representative on documents, drawings or other particulars in relation to the Purchase Order.



- v. **“LOA / NOA/ Work Order / Contract /Purchase Order”** means the agreement entered into between OWNER / CONSULTANT and the Supplier, as recorded in the Purchase Order form, signed by the Owner & accepted by Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein together with any subsequent modifications thereof in writing.
- w. **‘CONTRACT PRICE’ or ‘TOTAL CONTRACT PRICE’ or ‘CONTRACT PRICE’ or ‘LUMP SUM PRICE or CONTRACT VALUE’** shall mean the total price (including Duties, Cesses, Levies etc but excluding GST) payable to the CONTRACTOR for the full and proper performance of its contractual obligations under the CONTRACT.
- x. **“Schedule of Rates”** shall mean the rates/percentage quoted by the tenderer with his tender/bid and which have been finally accepted by Owner.
- y. **“Effective date of Contract”** shall be the date of Issuance of Notification of Award (Letter of Intent) by Fax/Email/Letter unless otherwise agreed.
- Z1. **“Act/code”** shall mean any law, rules, regulations, notification, issued and passed by Central/State or local authority for the time being in force in India.
- Z2. **“Project Completion Date”** shall mean the period of date on/by which the work shall be completed in all respect as agreed to between Owner and the contractor.
- Z3. **Deleted**

ARTICLE-2: CONTRACTOR’S SERVICES

- a. The Contractor shall supply material under scope and provide, execute, complete and maintain the work in Accordance with the Contract. The contractor shall also perform the services described in various sections of Invitation to Tender.
- b. The contractor undertakes to cooperate with the OWNER / CONSULTANT and other contractors appointed by the Owner for the Plant and agrees to exchange technical information as may be reasonably asked for to obtain most efficient and economical Plant for owner.
- c. The contractor shall be responsible for ensuring that the positions, levels and dimensions of the work are correct according to the Contract notwithstanding that he may have been assisted by the Consultant in setting out the said positions, levels and dimensions. Any discrepancies shall be promptly intimated to the OWNER / CONSULTANT for his final decision.
- d. The work to be done under the contract shall be executed with all due diligence and in the manner specified in the Contract and to the satisfaction of the OWNER / CONSULTANT. The



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contractor hereby undertakes that work shall be ready for tests on completion not later than the date of completion.

- e. The contractor shall carryout all such tests as are specified in the Contract and/or required in accordance with good engineering practices or directed by OWNER / CONSULTANT for ensuring the quality and performance of the equipment and materials supplied and work done under the contract at his own cost.
- f. Contractor shall arrange for all handling, safe storage and security of all the equipment/ material issued to him for erection.
- g. Contractor shall arrange all tools, tackles, cranes and other material handling equipment's, welding equipment and cables, welding rods, scaffoldings (metallic only), consumable stores, safety equipment & appliances and all other equipment/accessories required for execution of work including erection and testing. These shall not be removed from the site without the written permission of the Owner.
- h. Contractor shall bear all postage/courier, telephone/fax, telegraph and other communications etc. expenditure during his work at the site.
- i. Contractor shall provide necessary supervisory staff and inspectors, erection engineers, skilled and unskilled labour, clerical staff, watch and ward staff, store keepers, drivers, etc. required in connection with the execution of the contract.
- j. Contractor shall provide all amenities, including but not limited to, accommodation/ conveyance to his staff and labour employed by him for the work at the site.

ARTICLE-3: CONTRACT PRICE

- a. The Owner shall pay to the Contractor sum not exceeding to what is set out in the Letter of Intent /Work Order/Contract, reduced or increased by such sums (if any) as under the Contract are to be taken into account in ascertaining the Contract Price. The Contractor shall take written permission from Owner for carrying out works beyond stipulated contract value as and when such situation arises.
- b. The contractor shall credit the Owner with the sums which may become allowable or due under the Contract at the times and in the manner hereinafter specified.
- c. The prices shall be fixed for the duration of the contract and shall not be subject to escalation of any description including extension of time, if any granted by owner on any ground, what-so-ever it may be.
- d. CONTRACT PRICE is inclusive of all taxes, statutory levies, cess, duties, TPI charges, packing & forwarding, municipal taxes, royalties, custom duty and customs related duties or any other



charges etc., excluding GST. GST shall be paid/ reimbursed at actual on submission of the GST invoice limited to maximum 18%.

ARTICLE-4: OWNER'S REPRESENTATIVE/CONSULTANT

- a. All instructions and orders to the Contractor shall, except as herein otherwise provided, be given by the Owner through his nominated representative(s).
- b. All the work shall be carried out under the direction of and to the satisfaction of the Owner/Consultant.
- c. The contractor shall proceed with the work in accordance with decisions and orders given by OWNER / CONSULTANT in accordance with the contract provided that:
 - i. If the contractor being given any decision, instruction or order other than in writing and if the contractor without any undue delay require it to be confirmed in writing, such decision, instruction or order shall not be effective until written confirmation thereof has been received by the contractor, and
 - ii. If the contractor after receiving any decision, instruction from the OWNER / CONSULTANT in writing or written confirmation thereof, intimates within fourteen days any dispute or questions the decision, instruction, or order by written notice to the OWNER / CONSULTANT giving his reasons for so doing, either party shall be at liberty to refer the matter to arbitration pursuant to Article-35 hereof, but such an intimation shall not relieve the contractor of his obligations to proceed with the work in accordance with the decision, instruction, or order in respect of which the intimation has been given.

ARTICLE-5: Deleted

ARTICLE-6: FINANCIAL GUARANTEE FOR SECURITY AND PERFORMANCE

- a. Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value (excluding GST) as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- b. The security Deposit shall be furnished before start of the work by the contractor.
- c. The required Security Deposit may be accepted in the following forms (wholly or in combination of).
 - i) Cash (as permissible under the extant Income Tax Act).
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BCGCL.
 - iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing



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the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BCGCL).

- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BCGCL). Specific lien in favour of BCGCL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- vi) Insurance Surety Bonds.

At least 50% of the required security deposit, including the EMD, should be collected before start of work (where contract value exceeds Rs. 10 lakhs). Balance can be collected by deducting 10% of the gross amount progressively from each of the running bill from the contractor till the total amount of the required security deposit is collected.

Note:

- 1. BCGCL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 2. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.

d. The Security Deposit shall not carry any interest.

e. In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form. but only once, before completion of work, with the approval of competent authority of BCGCL.

f. The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + 12 Months as Defect Liability Period + 3 months.

g. BCGCL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BCGCL reserves the right to set off the Security Deposit against any claims of other contracts with BCGCL by giving prior notice to the contractor.

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h. RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BCGCL under the contract.

i. BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BCGCL Site Engineer / Construction Manager. BCGCL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BCGCL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of of BCGCL unless specified otherwise in SCC.

ARTICLE-7: DRAWING AND DESIGNS

- a. The drawings and detailed technical specification shall be supplied in stages, after the award of work, keeping in view the site requirements.
- b. All drawings, designs, specifications and other documents furnished by the OWNER / CONSULTANT to the contractor, including all features whether patented or patentable or not, or whether separately or collectively shown, are the exclusive property of the Owner and shall be confidential and shall not be lent or reproduced in whole or in part nor used for any purposes other than in execution of the Contract without the previous written consent of the OWNER / CONSULTANT. Such drawings, designs and other documents are loaned by the OWNER / CONSULTANT to the Contractor and subject to return on demand.



- c. Where with the written permission of the OWNER / CONSULTANT the Contractor reproduces any drawing or design in whole or part, the contractor shall stamp it as follows:

This drawing/design, including all patented and patentable features separately or collectively shown is reproduced from a drawing/design which has been furnished by the (OWNER / CONSULTANT) and is not to be reproduced or used for any purpose other than those specifically permitted in writing by the (OWNER / CONSULTANT).

- d. Any reproduction of any such drawings, designs, specification or any other document shall be equally subject to return on demand or on completion of work as the clause (b) above, whichever is earlier.

ARTICLE-8: PATENT AND OTHER RIGHTS

- a. The contractor shall fully indemnify the Owner against any action, claim or demand, costs or expenses, arising from or incurred by reason or any infringement or alleged infringement of any letters, patent, registered design, trade mark of name copy right or other protected right in respect of the work or method of using, fixing, or working the Equipment's authorized or recommended by the Contractor.
- b. The Owner warrant on their part that any design or instructions furnished or given by him for performance of work hereunder to the contractor shall not be such as will cause the contractor to infringe any letters patent, registered design, trademarks or copy right in the performance of the contract.

In the event of any action being brought or any claim or demand being made against owner on account of any such matter as aforesaid, the Contractor shall immediately be notified and he shall at his own expenses fully cooperate with Owner and shall do all that the Owner may reasonably require in defence in such action or to resist such claim or demand.

ARTICLE-9: ROYALTIES

All payments and royalties payable in respect of any letters, patent and other rights whether payable in one lump-sum or by installments or otherwise are included in the Contract Price. OWNER / CONSULTANT shall not be liable to pay such dues or sums.

ARTICLE-10: ASSIGNMENT AND SUBLETTING

- a. The Contractor shall not without the consent in writing of the OWNER / CONSULTANT assign or transfer the contract or benefits or obligations or any part thereof to or enter into any sub-contract with any other person. Any such consent shall not relieve the Contractor from his obligations under the Contract.

In case, bidder wishes to sub-contract any work or part thereof, bidder shall submit the details



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in prescribed FORMAT for OWNER / CONSULTANT approval. Format for Approval of Construction Sub-Contractor (like Structural Steel Works, Mechanical Erection works, etc.) is attached as Annexure-1.27.

- b. If any sub-contractor engaged upon the work with due permission from OWNER / CONSULTANT at the site executes any work which in the opinion of the OWNER / CONSULTANT is not of the requisite standard (the opinion of the Owner/ Consultant being final in this regard), the OWNER / CONSULTANT may by written notice to the Contractor require the Contractor to terminate such sub-contract, and contractor shall upon the receipt of such instructions terminate such sub-contract at the risks and cost of the Contractor, and shall keep OWNER / CONSULTANT indemnified against all the consequences.

ARTICLE-11: GUARANTEE

- a. All Equipment supplied and work done by the Contractor pursuant to the Contract shall be guaranteed by the Contractor to be in accordance with the specifications contained in the contract, new and of the best quality and workmanship and to be of expert design conforming to generally accepted Indian/International standard to be of sufficient size and capacity and of proper materials so as to fulfill in all respects requirements specified in regard thereto.
- b. If at any time during the execution of the work or during the maintenance period specified in Article-31 hereof, the OWNER / CONSULTANT shall decide that any equipment supplied or work done by the contractor fails in any respect to conform to the guarantees given by the contractor in paragraph (a) hereof, the OWNER / CONSULTANT may as soon as reasonably practicable, give the contractor a notice in writing of the respects in which the equipment supplied or the work fails to conform to the such guarantee and the contractor shall thereupon, at his own expense, replace any equipment and carry out any further work that may be necessary to ensure that the equipment supplied and the work done conforms to such guarantee.
- c. If the contractor fails within a reasonable time not exceeding 15 days from the date of notice in this behalf from the OWNER / CONSULTANT to take such steps as may be necessary to fulfill his obligations under paragraph (b) hereof then the OWNER / CONSULTANT may, at the expense of the contractor shall conform to such guarantee.
- d. If any replacement of equipment or the work done by the contractor pursuant to this article shall be of such a nature as to affect the efficiency or performance of the whole or any portion thereof, OWNER / CONSULTANT may give notice to the contractor in writing requiring that a test or tests shall be carried out at the expense of the contractor and in accordance with the technical standards prescribed by Bureau of Indian Standards.

ARTICLE-12: VARIATIONS AND OMISSIONS

- a. The contractor shall not; alter any of the work except as directed in writing by the OWNER / CONSULTANT but the OWNER / CONSULTANT shall have the full power from time to time



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during the execution of the contract by notice in writing to direct the contractor to alter, amend, omit, add to, or otherwise carry out any of the work, and the contractor shall carry out such variations, and be bound by the contract so far as applicable as though the said variations were stated in the contract. In any case, in which, the contractor has received any such direction from the OWNER / CONSULTANT which either then, or in the opinion of the contractor, will later involve an increase or decrease in the contract price, the contractor shall within seven (7) days of such direction, advise the OWNER / CONSULTANT in writing to that effect. The Owner/ Consultant shall thereupon approve in writing such variations which are to be given effect together with the amount of increase or decrease in the contract price on that account. The contractor shall then give effect to such variations. The difference in cost, if any, occasioned by any such variations, shall be added to or deducted from the contract price and paid in the same way as the contract price.

- b. If in the opinion of the contractor any such variation is likely to prevent or prejudice him from fulfilling any of obligations under the contract, he shall notify the Owner/ Consultant thereof, in writing and the Owner in consultation with consultant shall decide forth with whether or not such variations; shall be carried out. If the Owner/ Consultant amends his instructions in writing, the said obligations shall be modified to such an extent as may be agreed in writing between the owner and the contractor, provided however, that the contractor may not call upon the owner to agree to any such variations as would in any way, have the effect of modifying the obligations of the contractor under the provisions of Article-8 and 11 hereof.

If any variation in the scope of work necessitates any extension in the time for completion, the provisions of Article-25 here of shall apply.

ARTICLE-13: EXECUTION OF WORK IN INCLEMENT WEATHER

The contractor shall, during inclement, weather, carryout the work in accordance with the contract and the contractor shall not be entitled to any additional payment over and above the contract price by reason of his being unable to carry out the work owing to inclement weather.

It is presumed that the Contractor has familiarized himself with the weather conditions prevailing in the area therefore in such weather parameters if it appears to the Engineer-in-charge (EIC) that certain weather condition may damage the work or specified quality of the work can be achieved without stoppage of the work, the EIC in such conditions may require the Contractor to stop the work till such time as he thinks fit and appropriate. It is understood by the contractor that no compensation will be admissible on this count. However, in exceptional circumstances at the recommendation of the EIC, (OWNER / CONSULTANT) may grant reasonable extension of Time.

ARTICLE-14: CONTRACTOR'S DEFAULT

If the contractor shall fail or neglect to execute the work with all diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the OWNER / CONSULTANT in connection with the work, or shall contravene the provisions of the



contract, the OWNER / CONSULTANT may give notice in writing to the contractor specifying the time within which to make good such failures, neglect or contravention. Should the Contractor fail to comply with the notice within the time specified in the notice, then the Owner either on its own or in consultation with the consultant shall be at liberty forthwith to make good such failure, neglect or contravention and to execute such part of the work as the contractor may have failed or neglected to do, all without prejudice to other rights the owner may have under contract, to take the work wholly or in part out to the contractor's hands and enter into contract with any other person, firm or company to complete the work or any part thereof, and in such events the owner shall have free use of all contractor's hands and enter into contract with any other person, firm or company to complete the work or any part thereof, and in such events the owner shall have free use of all contractor's equipment and other things that may be at any time on the site in connection with the work, without being responsible to the contractor, for fair wear and tear thereof, and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain any balance amount which may be otherwise due under the contract to the contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the work or of completing the work as the case may be and of meeting claims of third parties against the owner and arising from or in consequence of the contractor's failure, neglect, refusal or contravention as aforesaid, if the cost of completing the work or executing a part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the contractor under this contract the owner shall have right to recover the balance from amounts payable to the contractor under any other contract or from his performance guarantee. The contractor shall not resort to unilateral stoppage of work due to any reason whatsoever. If he does so, it shall be treated as default and breach of contract.

ARTICLE-15: BANKRUPTCY AND WINDING UP

If the contractor shall become bankrupt or insolvent or have a liquidator/receiver appointed over his company, or compound with his creditors, or being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the owner shall be at liberty -

- a. to terminate the contract forthwith by notice in writing to the contractor or to The Receiver or Liquidator or any person in whom the contract may become vested, and to act in the manner provided in Article-14 hereof as referred to in such Article and the work had been wholly taken out of contractor's hands or
- b. to give such receiver, liquidator, or other person the option of carrying out the contract subject to his providing guarantee for the due and faithful performance of the contract to the extent of work desired by the owner and upto the amount to be agreed within; the overall contract value.

ARTICLE-16: INSPECTION AND TESTING

- a. The representatives of the Owner and the consultant shall be entitled at all reasonable time to inspect the work or any part thereof. The contractor shall provide all necessary assistance to



the OWNER / CONSULTANT and shall make available all such tools to enable the OWNER / CONSULTANT may require carrying out such tests/inspection. The contractor shall uncover any part of the work or make openings for inspection as the OWNER / CONSULTANT direct and shall reinstate and make good such part to the reasonable satisfaction of the OWNER / CONSULTANT. The contractor shall ensure that his sub-contractors and vendors also provide such facilities for inspection and tests by the Owner/Consultants that have been mentioned in this clause.

- b. On receiving notice from the contractor that the work is ready for inspection, the OWNER / CONSULTANT shall without unreasonable delay, attend for the; purpose of inspecting the said work. The OWNER / CONSULTANT reserves the right to waive participation in any test requirements, which however shall not absolve the contractor of his liabilities herein. When the tests have been completed satisfactorily, the contractor shall furnish the test certificates for owner/consultant's signatures within two days of completion of such tests.
- c. The OWNER / CONSULTANT shall have the right, according to his judgment and specifications to for-bid the use and the dispatch of all such materials which, during tests and inspections, fail to comply with requirements.
- d. The contractor shall not dispatch any equipment without the completion of final inspection by the owner/consultant.
- e. Whenever it is necessary to cover up any work in respect of which previous inspection is desired and the contractor has been notified accordingly by the OWNER / CONSULTANT in writing, the contractor shall give notice in writing to the OWNER / CONSULTANT before the work is covered up. No such work shall be covered up or built upon unless it has been inspected and approved by the OWNER / CONSULTANT or unless the owner's consent in writing to this was being done without his previous inspection and approval has been obtained in advance.
- f. Inspection/waiver by OWNER / CONSULTANT shall not, however, relieve the contractor of its obligations including guarantees and warranty obligations hereunder.

ARTICLE-17: ORIGIN OF MATERIALS

- a. The Owner shall have the right, at any time, to call upon the contractor for evidence of origin of raw materials and parts of equipment.
- b. All equipment supplied or used shall be new and of first class and quality of the grade specified.

ARTICLE-18: MILL CERTIFICATES

All mill certificates covering physical and analytical tests are to be produced as called for by the OWNER / CONSULTANT at no extra cost.



ARTICLE-19: FLAME PROOF ELECTRICAL EQUIPMENT

Where the equipment includes flame-proof electrical equipment to a recognized Indian Standard or code of practice, then the contractor shall forward copies of the relevant certificates to the owner at no extra cost.

ARTICLE-20: TEST CERTIFICATES

The contractor will, if so, required by the OWNER / CONSULTANT supply specified numbers of test certificates and/or materials analysis certificates. Reports from recognized agencies of repute (The agencies shall be approved by consultant/owner). In case of any doubt the contractor shall repeat the test at his own cost.

ARTICLE-21: ACCESS TO AND POSSESSION OF THE SITE

- a. Subject to paragraph (c) hereof, access to and possession of the site shall be afforded to contractor by the OWNER / CONSULTANT in reasonable time.
- b. In the execution of the work, no persons other than contractor's employees or labors shall be allowed on the site, except by the written permission of the owner, but facilities to inspect the work at all times shall be afforded to the OWNER / CONSULTANT and his representatives and other authorized officials or representatives of the owner/consultant.
- c. The access to and possession of the site referred to in paragraph (a) hereof shall not be exclusive to the contractor but only such as shall to enable him to execute the work. The contractor shall afford to the owner/consultant, and to other contractors authorized by OWNER / CONSULTANT every reasonable facility for the execution of work concurrently with his own.
- d. Unless otherwise provided in the contract, the owner shall give contractor facilities as far as possible for carrying out the work on the site continuously during the normal working hours as fixed by the owner, the owner may, after consulting with the consultant direct that the work shall be done at other times if it shall be practicable in the circumstances for the work to be so done.
- e. Construction Water and Power shall be arranged by CONTRACTOR at their own cost.

ARTICLE-22: CONTRACTOR'S EQUIPMENT

- a. The contractor shall, at his own risk and expenses, provide all equipment necessary to execute and complete the work, If any equipment is available with owner at the site, the contractor may,

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with the written consent of the owner, use the same on payment of necessary charges as fixed by the owner.

- b. All contractors' equipment shall be used solely for the purpose of the work at site and shall not be removed from site by the contractor, without the permission in writing of the Owner, and the contractor shall be liable for the loss or destruction thereof or damage thereto. If there shall be any due owing or accruing to owner, from the contractor any money in respect of this contract, the owner shall be at liberty, at the cost of the contractors, to sell and dispose of any such (Contractors) equipment, as the owner shall think fit, and to apply the proceeds in or towards the satisfaction of such money as aforesaid.

ARTICLE-23: CONTRACTOR'S REPRESENTATIVES AND WORKMEN AT SITE

- a. The contractor shall employ one or more competent and authorized representative whose name or names with specimen signature shall have previously been communicated in writing to the OWNER / CONSULTANT by the contractor, to superintend and carrying out the work. The said representative shall be present at site during working hours and any orders or instructions which the OWNER / CONSULTANT may give to the said representative shall be deemed to have been received by the contractor.
- b. The consultant and/or owner shall be at liberty to serve by notice in writing to the contractor to object to any representative or person employed for execution or otherwise for the work, who in the opinion of the OWNER / CONSULTANT, misconduct himself or is incompetent or negligent. On receipt of such notice, the contractor shall remove such person from the site forthwith.
- c. The consultant and owner shall be given the opportunity to approve the employment of casual labour hired for the work.
- d. The contractor and his employees shall abide by the site working rules.
- e. The contractor shall immediately notify the OWNER / CONSULTANT in writing of any labour dispute affecting the work. Such notice shall describe the nature of labour dispute and the actions being taken by the contractor to settle the disputes.
- f. The contractor shall keep the OWNER / CONSULTANT indemnified from and against all personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or intermission on part of contractor, any sub contractor or agent, sub-agent, consultant or employee of the contractor or any sub-contractor whether committed, omitted or arising within or without the scope of the contract, sub-contract agency or employment, as the case may be.

ARTICLE-24: LIABILITY FOR ACCIDENTS, DAMAGE AND INSURANCE

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- a. The contractor shall, during the execution of the work, properly cover up and protect any part of the work liable to injury by exposure to the weather and; shall take every reasonable precaution against accident or injury to the work from any cause.
- b. All contractors' equipment shall be at the sole risk of the contractor.
- c. The contractor will insure all his personnel employed for the execution of the work against any personal injury that may be sustained by them as a result of the execution of the work and present satisfactory evidence to the OWNER / CONSULTANT that such insurance is in force.
- d. The contractor shall be responsible for workman's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.
- e. Contractor will be taking storage / erection policy. The contractor at his own cost shall arrange, secure and maintain all insurance that may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all points including accident insurance in the joint names of contractor and the owner. Contractors All Risk Insurance Policy covering a) fire & lightening / lighting, b) accident damage during construction for example due to dropping or falling or defective workmanship and materials, lack of skill, negligence, malicious act or human error, c) water damage, flood, storm, tempest inundation, earthquake, d) Collapse, collisions, impact e) theft and burglary, malicious damage) subsidence, land slide, rock slide. The period of insurance cover shall be from commencement of work upto completion and handing over of the work to the owners. The sum insured should represent the completed value of work done including cost of all materials etc.

ARTICLE-25: TIME FOR COMPLETION

- a. The terms and conditions agreed upon with respect to this agreement shall be subject to 'Force Majeure'. 'Force Majeure' shall be deemed to be only cause beyond the reasonable control of the contractor or the owner, as the case may be, which prevents or impedes the due performance of the agreement and which by the due diligence the affected party is unable to avoid or overcome through its individual concerted effort. For the purpose of this Article, Force Majeure shall mean and be limited to the following:
 - i) Any war or hostilities;
 - ii) Any riots or civil commotion;
 - iii) Any earthquake, flood, tempest, lightening or other natural physical disaster;
 - iv) Any accident fire or explosion not caused by the negligence of the contractor;
 - v) Any legal strike / lock-out or other industrial disturbance (only those exceeding 10 continuous days in duration) affecting the performance of the contractual obligation.
 - vi) Any law or order of any Government Department or other authority which delays or impedes the contractor in the execution of the work.
- b. If either party is prevented or inordinately delayed in the performance of any of its obligations under the agreement by Force Majeure and if affected party gives written notice to the other



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party specifying the matter constituting Force Majeure with necessary evidence that a contractual obligation is thereby prevented or delayed, and the further period which it is estimated that such prevention or delay will continue, then the effected party shall be excused the performance or delayed performance as the case may be of such obligations as from the date of such notice for so long as may be justified.

- c. Any occurrences of Force Majeure shall be informed in writing within seven days of occurrence otherwise it shall not be deemed as force majeure. Such Force Majeure shall be effective from the date of receipt of such notice from either party. Continuance of Force Majeure shall be informed every week.
- d. If by virtue of the proceeding paragraphs either party shall be excused the performance or punctual performance of any obligation for a continuous period of six months the parties shall consult together with a view to agreeing what action should in the circumstances be taken and what amendments to the terms of the contract ought to be made.
- e. For variation in the scope of work resulting into Additional 25% in estimated contract value, no extension in completion time shall be admissible. Notwithstanding any other provision in the contract, the OWNER / CONSULTANT may at any time of its own initiative or at the request of the contractor, if satisfied of the existence of any ground (s) may extend the completion period by duration as deemed reasonable. The decision of the OWNER / CONSULTANT in this regard shall be final and binding upon the contractor.
- f. Within (7) seven days from the date of receipt of LOI/work Order the contractor shall submit to the OWNER / CONSULTANT for approval in respect of each job site or groups of work or a detailed Progress schedule in graphical or other suitable form giving dates of starting and finishing of various operations and works related to the work providing sufficient margin to cover for contingencies and for final testing and consequential repair etc., if any required. The OWNER / CONSULTANT and contractor shall thereafter within seven days settle the progress schedule and the progress schedule so settled shall be the approved progress schedule and shall form part of the contract with attendant obligations upon contractor to commence the various works/operations involved on or before the date(s) mentioned in; the progress schedule and to conclude the said work(s)/ operation(s) on or before date mentioned in this behalf in the approved progress schedule, and default by contractor to commence or complete within prescribed date(s) any work or operation shall be deemed to be a breach of contract by the contractor to which the provisions of clause 30 relating to termination of contract shall be applicable, but without prejudice to any other rights or remedies that owner may have in this behalf.

g. LIQUIDATED DAMAGES FOR DELAY

Timely completion of the work is essence of the contract.

If for reasons not attributable to the owner or due to conditions not constituting force majeure as defined in this contract the work is not completed in accordance with the provisions hereof within and in accordance with the Time Schedule hereto/the TIME FOR COMPLETION, it is



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clearly understood and agreed that the Owner shall be entitled to and the contractor shall pay to the Owner the following as Liquidated damages for delay after taking into consideration all circumstances and not as penalty and without the owner being required to establish and prove the actual loss/damage suffered by the owner on account of such delay:

- i. The liquidated damages for delay pursuant hereto shall be payable at the rate of 1/2% (half percent) of total contract value per week or part thereof's delay in completion of the work subject to a maximum of 10% of final Contract value. It is expressly agreed by and between the owner and the contractor that no prior notice will be required to be given by the owner to the contractor, before effecting recovery of compensation amount from their bills/other due if any.
- ii. Notwithstanding anything to the contrary contained in this Contract and without prejudice to the rights of the Owner under this CONTRACT and the entitlement to the said amount for delay and in addition and not in derogation or substitution thereof the owner shall be entitled to terminate this contract in whole or in part without being liable to the contractor in any manner whatsoever or to have the uncompleted portion of the work to be executed/performed pursuant hereto by the contractor completed/ executed/performed at the risk and cost of the contractor in the event of, and despite 30 days notice in writing the contractor failing to complete/execute/perform all or any part of the work to be completed / executed / performed pursuant hereto by the contractor within and in accordance with the Time Schedule hereto/the TIME FOR COMPLETION as extended in accordance with the provisions hereof or by the owner.

In addition to above, refer TS of Operation and Maintenance.

ARTICLE-26: COMPLETION TEST

Completion test if applicable shall be carried out as per technical specification in Contract / BIS.

ARTICLE-27: TAKING OVER

- a. Taking over shall be done at one stage after completion of the entire job except where desired by owner otherwise. Only one completion certificate shall be issued after completion of all jobs.
- b. Within 15 days of carrying out final inspection of the works at any job site covered by the contract, the contractor shall clear the job site covered by the contract, the contractor shall clear the job site of all scaffolding, wiring, pipes, surplus materials, contractor's labour's equipment and machinery and shall, demolish, dismantle and remove all contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the job site or any land allotted to the contractor by the owner and not incorporated in the permanent works and shall remove all rubbish from the job site and the land allotted to contractor and shall clear level and dress the



job site and said land to the satisfaction of the OWNER / CONSULTANT and shall put the owner in undisputed custody and possession of the job site and all land allotted by the owner to the contractor, and unless the contractor shall have fulfilled the provisions of this clause the works shall not be deemed to have been completed.

- c. The contractor shall submit following documents as desired by owner before completion certificate is issued:
- i) The Technical Documents according to which the work was carried out;
 - ii) Complete set of working drawings showing therein corrections and modifications (if any) made during the course of execution of the works, signed by the owner;
 - iii) Certificates of final levels as set for various works, signed by the owner;
 - iv) Final Test Certificate;
 - v) Certificates of owner; of satisfactory fulfillment of the provisions as above hereof;
 - vi) List of owners supplied surplus materials returned to owner's stores, signed by the owner;
 - vii) Materials-at-site accounting for owner supplied materials, signed by the owner;
 - viii) List of the scrap materials returned to store, signed by the owner.
 - ix) Discharge certificate in respect of owner supplied equipment and machinery signed by the owner.
 - x) No Claim Certificate / No Demand Certificate etc.
 - Xi) Any other certificate/document which OWNER / CONSULTANT may find necessary.
- d. The issue of completion certificate shall be without prejudice to the owner's rights and contractor's liabilities under the contract, including the contractors liability for the defect liability period nor shall the issue of a completion certificate in respect of the works or work at the job site be construed as a waiver of any right or claim of the owner against the contractor in respect of work or the works at the job site in respect of which the completion certificate has been issued.
- e. Upto and until issue of the completion certificate as provided for herein above in respect of the works or the works at job site the relative work(s) shall be and remain at the risks of the contractor in all respects, including (but not limited to) accident, fire, lightning, earthquake, flood, store, tempest, riot, civil commotion and /or war.

ARTICLE-28: SUSPENSION OF WORK ON INSTRUCTION OF OWNER / CONSULTANT

- a. The Contractor shall on the written order of the owner/consultant, delay or suspend the progress of the work for such time or times and to such extent and in such manner as OWNER / CONSULTANT may specify.
- b. All reasonable expenses incurred by the contractor by reason of such delay or suspension by the OWNER / CONSULTANT otherwise than in consequence of some default on the part of the contractor shall be added to the contract price, provided that no claim shall be made under this article unless the contractor has within 7 days, after the event giving rise to the claim, give



notice in writing to the OWNER / CONSULTANT of his intention to make such claim. However, no compensation for suspension of work by the consultant or the owner shall be payable to the contractor if the period of suspension is 30 days or less.

- c. If in the opinion of the contractor the suspension shall necessitate any extension in the time of completion, the provision of Article no. 25 hereof and related article in respect of extension of time shall apply.

ARTICLE-29: CANCELLATION OF CONTRACT

- a. The owner shall be entitled at any time at its discretion to cancel the contract if, in the opinion of the owner, the cessation of the work becomes necessary owing to any cause whatsoever, and a notice in writing from the owner to the contractor of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons thereof.
- b. Upon cancellation of the contract, the owner shall take over from the contractor the approved materials lying at job site on the date of the cancellation at the rate(s) for such material(s) as specified in relative item(s) of the schedule of rates, and if the rate(s) for any material(s) be not (in the opinion of the owner which shall be final) specified in the schedule of rates at market rate(s) for such material(s) current on the date of the cancellation. The decision of the OWNER / CONSULTANT as to the approved materials lying at site on the date of cancellation and the quantities and market rate(s) thereof shall be final and binding upon the contractor.
- c. The contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by rates as a result of such cancellation notwithstanding that such cancellation may have resulted in the performance of quantities of work below the quantities indicated in the form of schedule of rates and/or of a value below the total contract value indicated in the work order.

ARTICLE-30: TERMINATION

- 1 (a) The Owner may, for breach of any provision of the contract by the contractor at any time by notice in writing to the contractor, terminate the contract.
- (b) In the event of termination pursuant to paragraph(s) of this Article-
- i) The contractor shall carry out instructions of the owner in connection with such termination including the cancellation of orders and the termination of contracts which the contractor may have placed with others.
- ii) The owner shall pay the contractor for all materials used and work executed pursuant to the contract, but unpaid at the date of such termination together with any costs necessarily incurred by the contractor in connection with the work as a result of such termination provided that owner shall not be liable for any indirect



loss, any business loss or damage or loss of profit suffered by the contractor as a result of such termination.

iii) For the purpose of determining the amount due to the contractor joint measurements shall be taken for the work completed and material supplied as on the date of termination. Bill prepared by the contractor on the basis thereof shall be deemed to be the final bill.

(c) The contractor shall upon receiving notice from the owner in accordance with paragraph (a) of this Article, notify the owner within a reasonable time of the sums for materials used and work executed as mentioned in paragraph (b) (ii) of this Article. These sums and all terms and conditions of termination pursuant to this Article may be agreed in writing between the owner and the contractor.

2. In the event of any breach of the provisions of the agreement or default in the performance of the obligations by the contractor not being remedied by him within 30 days of receipt of notice in that behalf from the owner, the owner shall be entitled to terminate the contract forthwith without prejudice to its other rights and remedies hereunder, by a communication in writing to the contractor and as such on termination the contractor shall be liable to pay to the owner for all loss and damages and sums that may be suffered and incurred by the owner including the additional costs incurred in rectifying default and/or completing unfinished work notwithstanding anything contrary contained in this contract.
3. Upon termination of the contract pursuant to this Article, obligations of the parties hereto shall cease except as to the liabilities of either party to the other for obligations accrued prior to the date of such termination.
4. Within 15 days of completion of measurements, the contractor shall clear the job site of all scaffolding, wiring surplus materials, labours, construction tools, equipment & machinery and shall dismantle, demolish and remove site office, labours quarters etc. or any other thing instructed by owner. Should the contractor fail to comply with the instructions of owner in this regard, owner shall be entitled to take undisputed possession of site and take action for site clearance at the risk and cost of contractor.

ARTICLE-31: DEFECT LIABILITY PERIOD / MAINTENANCE PERIOD

FOR ALL WORKS

- i) The contractor guarantees that the work shall perform in accordance with the contract. He shall protect the work until the completion of same as certified in writing by the OWNER / CONSULTANT.
- ii) He shall also maintain in good and substantial repair, fair wear and tear expected, the whole of the works until the expiration of the defect liability period /maintenance period of 12 months after the certified completion of the works as whole and he shall also be liable for the



soundness and stability thereof, and be responsible for injury to any person or property owing to any settlement, failure, defect, damage or fault due to any cause whatsoever other than earthquake or fire during this period. This liability and responsibility shall not be affected or removed by any certificate of satisfaction or for payment of money which the OWNER / CONSULTANT may at any time give or have given. Moreover, the contractor shall at his own cost, restore such settlement, failure, defect, damage or fault without charge to the owner or the owner may restore such settlement; failure, defect or damage at the contractor's risk and cost. In any case, the contractor shall be liable for and shall pay and make good to the owner or other person or parties being entitled thereto, all losses, costs and expenses they or any of them may put to or be liable to be by reason or in consequence of the settlement, failure, damage or defect and the owner may deduct the amount of losses, cost or expenses from any sum due or to become due to the contractor, or may recover the same from his performance guarantee.

- iii) The defects or other faults which may appear within the said defect liability period/ maintenance period and which in the opinion of the OWNER / CONSULTANT who shall be the sole deciding authority in this respect have arisen from material or workmanship not in accordance with the contract, shall be rectified by the contractor at his own cost to the satisfaction of the OWNER / CONSULTANT within the period mentioned in the notice to be issued by the OWNER / CONSULTANT specifying the defects and directing the rectification thereof. Failing this rectification the owner will be at liberty to rectify the said defects by and through any other agency at their sole discretion entirely at the risk and cost of the contractor. In the event of such rectification being carried out by the owner on default of the contractor Owner shall deduct from the contractor's dues such sum of money as may be certified by the OWNER / CONSULTANT for the rectification for the said defects. The certificate of the OWNER / CONSULTANT in this respect as aforesaid shall be final, binding and conclusive to the contractors, provided always that the liability of the contractor under this condition shall not extend beyond the maintenance period as aforesaid except as regards the defects and faults which the OWNER / CONSULTANT may have previously given notice to the contractor to rectify.

ARTICLE-32: PAYMENT DUE FROM THE CONTRACTOR

All costs, damages or expenses for which the contractor is liable under the contract may be deducted from any money due or becoming due to the contractor on any account whatsoever or may be recovered by action at law or arbitration.

ARTICLE-33: PAYMENTS

Payment Terms shall be applicable as per Annexure-1.10 of Part-I, Commercial Part.

ARTICLE-34: OBSERVANCE AND COMPLIANCE OF STATUTORY RULES/ LAWS

- a. The rights and obligations of owner and contractor and provisions of the agreement shall be



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governed by the following Indian Laws including but not limited to:

I. Code on Wages, 2019 (Wage Code)

II. Industrial Relation Code 2020 (IR Code)

III. Code on Social Security 2020 (SS Code)

IV. Occupational Safety, Health & Working Conditions Code 2020 (OHS Code).

- b. The contractor will be fully responsible for all matters arising out of the performance of the contract and shall comply at his own expenses with all the laws/ enactment's/ orders/ regulations/ statutory obligations, whatsoever, of the Government of India/State Govt./any Statutory or non-statutory authority. The contractor hereby agrees to indemnify and keep harmless the OWNER / CONSULTANT against all liabilities in this respect. The contractor shall be fully and exclusively responsible for the work, conduct, supervision and control of all their own personnel and personnel employed by the sub-contractor engaged by them and OWNER / CONSULTANT shall in no way be responsible for supervision, control etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over the contract awarded to him, and the people engaged for this purpose, the contractor or his sub-contractor, as the case may be, shall be the principal employer under the contract labour (Regulation & Abolition) Act. 1970 and the contractor shall register himself as such; and the OWNER / CONSULTANT shall have no responsibility and liability on this account.
- c. The contractor shall observe all safety rules so that no harm or damage is done to the owner's employees or property. The OWNER / CONSULTANT shall have their right to object to any unsafe practices followed by the contractor or their subcontractors. If on account of the contractor or sub-contractor, owner's property or personnel are likely to suffer any damage in such cases any directions, issued by OWNER / CONSULTANT shall be complied with by the contractor and their sub - contractors.
- d. The contractor shall at all times be responsible for work under the supervision and control of all its personnel in connection with the work awarded to him under this contract, whether the personnel are employed by the contractor or by any sub-contractor engaged by him.
- e. If, in the opinion of owner, any employee or employees of the contractor or his sub-contractor is found to be suffering from any disease, infections or otherwise or if any employee of the contractor or his sub-contractor is found to commit any misconduct including use of intoxicants or on account of any other reasonable cause, OWNER / CONSULTANT at its sole discretion may if require, the contractor to remove such employee(s) without questioning the decision of the OWNER / CONSULTANT in this respect and owner will be entitled to restrain such employee(s) from entering the premises.
- f. The contractor shall engage sufficient number of personnel with suitable qualification and experience so that the work and job assigned to the contractor are completed as per the specifications and within the time schedule.
- g. Contractor shall be responsible to keep himself informed of all the statutory laws, rules and Regulations of Central Government, Municipality etc. Contractor shall be responsible to secure



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compliance with all central and state laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.

- h. Contractor shall be responsible to ensure that no loss or damage is caused to the adjoining property around the battery limits of the project. In case of any damage or loss to adjoining property, which is attributable to them, the contractor shall make good the loss or damage at his own cost.

i. PAYMENT OF WAGES BY THE CONTRACTOR

The wages of every labourer employed by the contractor under this contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rates. As notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the contractor to all his workers. The payments shall be disbursed against muster roll in the presence of the owner's representative and the same shall be affected during working hours in the factory premises. In case of any default/delay, the company will have the right to disburse the due payments to the contractor's workmen and the amount so disbursed together with any other expense incurred by the company to meet the contractor's pending bills/security deposit, if any besides, the owner shall also have the right to cancel the contract forthwith.

j. PROVIDENT FUND

The contractor will also strictly observe the provisions of employee's provident fund act. The contractor shall have their own P.F. code. The contractor shall have to submit documentary evidence of his P.F. code otherwise bid not be considered. The contractor shall be required to submit documentary proof requiring remittance of P.F. of their workers during execution of work otherwise their bills shall not be cleared.

- k. Contractor shall be responsible to observe and comply with all statutory requirements including Contract Labour Act 1970, Minimum Wages Act 1948, ESI Act 1948, Employees Provident Fund Act 1952, Labour Laws and Regulation and subsequent amendment etc. in vogue of Central Government. OWNER / CONSULTANT shall be kept indemnified against any action brought against it for any violation/ non compliance of any Act, Rules and Regulations including contribution under ESI Act, 1948, EPF Act 1952, Wages Act 1948, Payment of Wages Act 1936, payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and subsequent amendments etc. All expenses for compliance of above Acts and Regulations shall be borne by the contractor. Contractor shall submit documentary evidence against statutory dues like PF, ESI, Bonus etc. for the personnel deputed at site. Deputation of workers on duty and payment of their wages and other benefits (i.e. ESI contribution, PF contribution, overtime, bonus etc.) shall be strictly as per the notification of the Central Government from time to time and all other applicable statutory acts, rules and regulations in force and as amended from time to time.

- l. The contractor will provide access to their records so that Owner can check regular and just payment of the minimum wages and remittances of PF of the workmen to their account. In

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case any discrepancy is noticed or any complaint is received from the personnel deployed regarding non-payment of wages, PF, ESI and / or any other statutory dues, stern action will be taken against the contractor by the Owner.

ARTICLE-35: RESOLUTION OF DISPUTES/ARBITRATION

35.1 The OWNER / CONSULTANT and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Purchase Order.

35.2 If, after thirty (30) days from the commencement of such informal negotiations, the OWNER / CONSULTANT and the Supplier have been unable to resolve amicably a Purchase Order dispute, either party may require that the dispute, be referred for resolution to the formal mechanisms as specified hereunder.

35.3 LEGAL CONSTRUCTION

Subject to provision of Article 35.4, the Work Order shall be, in all respects, construed and operated as an Indian contract and in accordance with Indian laws as in force for the time being and is subject to the exclusive jurisdiction of the court **in Delhi only**.

35.4 ARBITRATION

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any amendments thereafter, and the award made in pursuance thereof shall be binding on the parties.
- The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor/supplier is specifically directed by Owner/Buyer to desist from working in this behalf.
- The Jurisdiction Venue of all arbitration shall be **in Delhi only**.
- The language of proceedings shall be English.
- The Law governing the substantive issues between the parties shall be the Laws of India.

35.4.1 Arbitration [Applicable for Public Sector Unit]

In case the Contractor is an Indian Public Sector Enterprise/ Govt. Deptt. (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be

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referred for resolution to Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) of the Department of Public Enterprises, Govt. of India.

ARTICLE- 36: RECOURSE

The Owner shall have recourse to the contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the contractor to perform any of his obligations under the terms of contract.

ARTICLE- 37: ADVERTISEMENT

No advertisement, publicity matter or other literature in relation to the contract or the work is to be published or utilized by the contractor except with prior written permission of the owner.

ARTICLE-38: CONSTRUCTION OF CONTRACT

The contract to the exclusion of all other agreement, statements or representation whether oral or written constitutes the full agreement between the parties hereto for the work to be performed hereunder.

ARTICLE-39: INTERPRETATION OF CONTRACT

- a. The several contract documents forming the contracts are to be read together as a whole and are to be taken as mutually explanatory.
- b. Should there be any doubt or ambiguity in the interpretation of the contract documents or error, omission or contradiction therein or in any of them, the contractor shall prior to commencing the relative work, apply in writing to the owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the contractor fail to apply to the owner for his decision, as aforesaid prior to commencing the relative work, the contractor shall perform said work as per interpretation of owner whose decision shall be final and binding on contractor.

ARTICLE-40: SECRECY CLAUSE

The technical information, drawings, specifications & other related documents forming part of the WORK ORDER are the property of OWNER and shall not be used by CONTRACTOR for any other purposes, except for the execution of the WORK ORDER. All rights including rights in the event of grant of a patent and registration of design are reserved. The technical information, drawings, specification records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole or in part and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without OWNER's prior written consent except to the extent required for the execution of WORK ORDER. CONTRACTOR confirms that he/it has read and understood the secrecy and confidentiality obligations of the OWNER as provided in this



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Work Order and agrees to abide by the obligations (including indemnity obligation) cast upon the OWNER. Successful bidder will have to execute secrecy agreement with owner, format of which shall be mutually agreed.

ARTICLE-41: INDEMNIFICATION

Supplier does hereby agree to indemnify and hold harmless the OWNER / CONSULTANT from all claims, losses demand clauses of action or suit arising out of the services, labour, equipment and materials furnished by supplier.

ARTICLE-42: OVERALL CEILING ON TOTAL LIABILITY

The Maximum Overall Liability under the CONTRACT on account of (a) Delay in execution of project (b) Termination of CONTRACT (c) Carrying out balance work at the risk and cost of the CONTRACTOR, re-engineering, make good, mechanical warranty (d) Patent infringement and (e) any other liabilities (if any) defined in the NIT shall be capped to 100% of the TOTAL CONTRACT PRICE.

Except for criminal negligence or willful misconduct, the CONTRACTOR shall not be liable to the OWNER, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the CONTRACTOR to pay liabilities to the OWNER, as defined in above para.





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PART-I: COMMERCIAL

SECTION – 3.0

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REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED



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1.0 RATES

- 1.1 The rates shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given in the specifications but are essential in the opinion of the OWNER / CONSULTANT to the execution of work to conform to good workmanship and sound engineering practice. The OWNER / CONSULTANT reserves the right to make any minor changes during the execution without any extra payment.
- 1.2 The OWNER / CONSULTANT decision to classify any item 'minor changes', 'minor extras' and 'constructional details' shall be final conclusive and binding on the Contractor.
- 1.3 The Rates quoted shall include for payment of royalties for obtaining earth, morrow, sand, aggregates, stones, etc. Nothing extra shall be paid to the Contractor on this account.
- 1.4 Contractor shall be responsible for making all necessary approach roads to the sites of execution for taking his rigs, cranes & equipments. No extra claim in this regard shall be entertained.
- 1.5 Schedule of rates submitted by the Tenderer shall be the true copy of the schedule of rates enclosed with the tender documents in the form of BOQ excel sheet.
- 1.6 Without prejudice to stipulation in General Conditions of Contract, the Bidder should quote firm prices inclusive of all taxes, statutory levies, cess, duties, TPI charges, packing & forwarding, municipal taxes, royalties, custom duty and customs related duties or any other charges etc., excluding GST on which no variation will be allowed. Further any statutory variations in respect of other taxes & duties, if any, shall be governed by Clause 39.0 of the SCC.

2.0 SPECIFICATIONS

- 2.1 If specification for an item of work is not covered by CPWD/BIS specifications or Technical Specifications, the same shall be decided by the OWNER / CONSULTANT and shall be binding on the Contractor.
- 2.2 The OWNER / CONSULTANT shall have the right to cause the Contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.
- 2.3 a) As and when required by the OWNER / CONSULTANT, the Contractor shall provide all facilities at site or at manufacture's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor. The Contractor shall, when required to do so by the OWNER / CONSULTANT, confirm that the materials have been tested in accordance with requirements of the specifications.



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b) Neither the omission by the OWNER / CONSULTANT to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of the OWNER / CONSULTANT to reject, after delivery, the materials found not in accordance with the specifications.

3.0 GATE PASSES

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the OWNER / CONSULTANT. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in / from project site as framed by OWNER / CONSULTANT.

4.0 CONSTRUCTION SCHEDULE

If at any time, the OWNER / CONSULTANT is of opinion that the Contractor has fallen behind the approved construction schedule, the OWNER / CONSULTANT may, without any cost to OWNER / CONSULTANT, require the Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the Contractor proposes to comply with the construction schedule. Failure of the Contractor to comply with the above will be considered a failure to execute the work with due diligence.

5.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The Prices / Rates quoted by the Contractor shall be inclusive of all labor, materials, tools and tackles necessary for executing the work and all other miscellaneous expenditure for/or incidental tools in connection with the execution of the contract including but not limited to all taxes & duties, statutory levies, cess, duties, TPI charges, packing & forwarding, municipal taxes, royalties, custom duty and customs related duties or any other charges etc., excluding GST. GST shall be paid/ reimbursed at actual on submission of the GST invoice limited to maximum @18%.

GST @ 18% shall be considered for evaluation. GST shall be paid/ reimbursed to such bidder at actual on submission of the GST invoice limited to the aforementioned 18% GST rate, considered for the purpose of evaluation, in case of award.

Further any statutory variations in respect of other taxes & duties, if any, shall be governed by Clause 39.0 of the SCC.

Payment of taxes etc., is the responsibility of the Contractor and shall not be payable by OWNER. The Contractor shall indemnify OWNER against levy of any taxes, duties, etc., in regard to the contract and in the event of OWNER being assessed for any of the said imports, the OWNER shall have the right to recover the total amount so assessed from the Contractor's



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dues and the Contractor shall also be responsible for all costs or expenses that may be incurred by OWNER in connection with any proceeding or Litigation in respect of the same.

6.0 ISSUE OF WORKING DRAWINGS (IF APPLICABLE)

Approved working drawings marked “Good for Execution / Construction” shall be issued by OWNER / CONSULTANT to the Contractor progressively during the pendency of the contract. Sufficient quantum of workings drawings will be issued at the beginning. The Contractor on this account shall not be entitled to put forth any claim whatsoever.

7.0 COST OF TRANSPORT OF MATERIALS ISSUED BY OWNER

Cost of transport, loading, unloading etc. from Owner’s stores to work site etc., will be on Contractor’s account.

8.0 ROLE OF OWNER / CONSULTANT

- 8.1 The OWNER / CONSULTANT shall have authority to stop the work, whenever such stoppage may become necessary to ensure the proper execution of the contract. He shall also have authority to inspect and reject all work and materials which do not conform to specifications, to direct the application of Contractor’s forces to any portion of the work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the work.
- 8.2 The OWNER / CONSULTANT reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the Contractor may appeal to the Owner whose decision shall be final and binding thereupon.
- 8.3 The above inspection shall, however, not relieve the Contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.
- 8.4 The judgment of OWNER / CONSULTANT for determining the category of an item not mentioned in the schedule shall be final.

9.0 SERVICE OF NOTICES OF CONTRACT

The Contractor shall furnish to the OWNER / CONSULTANT the name, designation and address of his authorized Agent for the purpose of service of notice(s) regarding all complaints, communications and references and shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith informed by the Contractor to the OWNER / CONSULTANT.

10.0 CONTRACTOR’S GUARANTEE



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The Contractor agrees to give the guarantee of his works in the following manner which shall remain valid till the validity of performance guarantee.

- i. All equipments / materials incorporated in the work shall be new and both workmanship and materials shall be of good quality.
- ii. Should, at a subsequent date, any inside honeycomb/hollowness be detected within a concrete member, he shall investigate other nearby sections for similar occurrence and shall rectify all these members by Pressure grouting at his own cost and as per direction of the OWNER/ CONSULTANT.
- iii. Should, any element of the structure be detected afterwards not exactly tallying with the working drawing, he shall re-do the element at his own cost and as per instruction of the OWNER / CONSULTANT.
- iv. Should, at a subsequent date, any equipment / materials or fittings or workmanship or any element of the structure be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the contract price should the OWNER/ CONSULTANT deemed it inexpedient to correct the work.
- v. All liquid retaining concrete structures shall be demonstrated about their efficiency or water tightness by filling the said structures with water and retaining it for 72 hours at his own cost. Should the result be found unsatisfactory he shall rectify the structures by pressure grouting at his own cost and as per direction of the OWNER / CONSULTANT.
- vi. Should, at a subsequent date, the basement wall/floor been noted seeping/leaking he shall rectify the same by pressure grouting at his own cost and as per direction of the OWNER / CONSULTANT.

11.0 CONTRACTOR FULLY RESPONSIBLE FOR LAYOUT OF WORK

The Contractor shall remain fully responsible to provide detailed layout of different structures according to the coordinates and reduced levels incorporated in the working drawings by taking reference from the Bench Marks of both the coordinates and the reduced levels which shall be given at a convenient place in the works site by OWNER / CONSULTANT. The Contractor shall provide necessary protection to keep the Bench Marks Undisturbed throughout the pendency of the contract. The accuracy of detailed layout of any element of a structure shall remain exclusively with the Contractor. The Contractor shall have to maintain a number of after beams; Theodolite and levels instruments etc. in good working conditions at site for the above purpose throughout the pendency of the contract, and shall make them available to OWNER / CONSULTANT for their use.

12.0 NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION



There may be variation in nature of sub-soil both horizontally and vertically. The Contractor shall have to take necessary precaution during excavation against any happening like collapsing of sides etc. Any slip or fall in excavation shall have to be cleared by the Contractor at his own cost. In case of excessive heaving, it shall have to be cut and refilled with lean concrete by the Contractor at his own cost. The Contractor shall have to adopt underwater work in case of occurrence of piping/quick conditions without any cost to OWNER / CONSULTANT.

13.0 R.C.C. ELEMENT SHALL BE INTEGRAL FINISHED

For all RCC elements, both underground and above ground, only new plywood and steel shuttering shall be used to produce the concrete surface reasonably plain and smooth which will be integrally finished surface. Any little unevenness shall be made good by rubbing with carborundum stones only. Unless otherwise mentioned, plastering will not be allowed to manipulate and make the surface plain and smooth.

If the surfaces after stripping off the shuttering are found to be contrary to the above conditions, then the Contractor shall have to dismantle the member and re-do the same to attain the aforesaid surfaces at his own cost.

14.0 FABRICATION DRAWINGS FOR STRUCTURALS

a) The CONTRACTOR shall prepare and submit fabrication drawings in **triplicate** for preliminary **approval** of CONSULTANT. Fabrication drawings shall be based on design drawings issued by CONSULTANT. One copy of these preliminary drawings duly corrected and signed wherever necessary shall be returned to CONTRACTOR for incorporation of the corrections. After incorporating the corrections, the CONTRACTOR shall submit in 8 (eight) copies of the drawings for **final approval**. Each drawing shall be accompanied by:-

- i) Bill of materials giving all details including sizes, numbers and weights.
- ii) Two copies of design calculations for the design of joints. All the joints shall be designed for full strength of members; unless otherwise specified.

Nothing extra shall be payable to Contractor for preparation of fabrication drawings, material lists design calculation etc.

Approval of fabrication drawings, however, will not absolve the CONTRACTOR of his responsibility for the safety and correctness of the fabrication details.

- iii) In case the CONTRACTOR wants to get the fabrication drawings prepared from other agencies, OWNER / CONSULTANT's approval for appointing such agencies shall be



obtained by CONTRACTOR before appointing the agency. For this, CONTRACTOR must submit the credentials of the agency along with the request for approval.

- iv) The Contractor shall supply three (3) sets of as built drawings also, after completion of work but well before the submission of final bill.

15.0 CONTRACTOR SHALL SUBMIT BAR BENDING SCHEDULE

The Contractor shall prepare bar bending schedule from the detailed RCC working drawings supplied by OWNER / CONSULTANT for execution of work and nothing shall be paid on this account. Four copies of such bar bending schedule shall be made available to the OWNER / CONSULTANT for his approval and effecting payment there under.

16.0 CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK

The Contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of OWNER / CONSULTANT from time to time for purposes of determination of the question whether the work is executed by the Contractor in accordance with the contract.

17.0 NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS

No work shall be undertaken at Site by the Contractor until detailed approved working drawings marked "Good for execution/construction" for the same is issued by OWNER / CONSULTANT. Any work done without the aforesaid working drawing shall be at the Contractor's own risk and costs.

18.0 CONTRACTOR SHALL KEEP FOUNDATION PITS / TRENCHES DRY

The Contractor, during the pendency of contract, shall keep in dry condition of pits, trenches, which are not yet back filled due to technical reasons, if not shall be Bail-out/Pump-out all accumulation at his own cost for the safety of the structure /element. During pumping, the Contractor shall have to ensure that 'Loss of Ground' does not occur. Other approved methods shall be undertaken by the Contractor to avoid 'Loss of Ground' if occurred, at his own cost.

19.0 NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT WORK

Nothing extra shall be paid for any intricate concrete, shuttering or reinforcement work for foundations of equipment and machinery and for other foundation/superstructure works or for any delay inherent in concreting in small and thin sections in concrete or RCC works etc.

20.0 NOTHING EXTRA FOR REBATING ETC.



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Nothing extra shall be paid in concrete/RCC works for all rebating, chamfering, grooving, sinking, trotting weathering, molding, etc. to accord with the details shown on the working drawings.

21.0 CONSTRUCTION JOINTS

- 21.1 In case of execution of massive concrete elements both in foundation and in superstructure and in some other locations as would be permitted except where specified in the working drawings, the work shall be carried out in one single operation without any break in concreting within time limit that would be specified by the OWNER / CONSULTANT without any additional cost to Owner/ Consultant.
- 21.2 All specified construction joints, either horizontal or vertical, in any element of concrete member shall be provided with shear keys of such dimensions as would be determined by the OWNER / CONSULTANT. Before adopting the next operation for the other half of the element these shear keys along with the entire surface of the joint shall be roughened and deepened to above 20 mm by chipping, washing and cleaning thoroughly. The Contractor shall provide cement slurry in sufficient quantity over the cleaned surface for proper bond as per the direction of OWNER / CONSULTANT. The Contractor shall not be entitled to any extra/payment; on this account.

22.0 SUBMISSION OF BILL

Contractor is to submit the bills and record of measurements in three (3) copies on approved proforma of Owner for works executed by him. Necessary supporting documents (wherever applicable) are required to be submitted as mentioned below:

- i. Copy of Work Order / Letter of Award (LOA) and Contract Agreement
- ii. Performance Bank Guarantee (PBG)
- iii. Abstract of Cost/Bill Summary
- iv. Detailed Measurement Sheet (Measurement Book)
- v. Quantity and Rate Analysis (If applicable for extra/deviation items)
- vi. Approved Drawing/Design Reference
- vii. Quality Control (QC) & Inspection Records (test reports and work quality etc.)
- viii. Proof of Statutory Payments like labor welfare fund, Provident Fund (PF), Employees' State Insurance (ESI), or other mandatory contributions
- ix. Any other as per site requirement.

22.1 FOR R/A BILLS:

Contractor is to submit the bills and record of measurements complete in all respect duly certified by OWNER / CONSULTANT in three copies on approved proforma of Owner for works executed by him progressively.

22.2 MEASUREMENT OF WORKS

Measurement of work shall be made in the units mentioned in the schedule of rates.



22.3 SUBMISSION OF FINAL BILL

The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:

- i. Job completion certificate.
- ii. O & M Manuals / Drawings / Other relevant docs. in respect of equipments supplied
- iii. No claim certificate on OWNER's prescribed proforma.
- iv. Site clearance certificate.
- v. Performance guarantee duly amended to cover certified maintenance period.
- vi. Indemnity certificate towards labours payment and all other statutory payments.

No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made within 1 (one) month period subject to furnishing of all required documents / clarification and extension of time, if any, by OWNER's competent authority.

In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, OWNER shall be fully entitled to withhold payment of final bill pending finalisation of such claims.

23.0 PROVISION FOR MULTIFARIOUS CHECKING OF WORK

Before commencement of the actual concreting operation the position and layout of foundations, pedestals, inserts, pockets, recess, reinforcement and form work shall be checked repeatedly by OWNER / CONSULTANT. No claim whatsoever shall be entertained on this account. The level of foundations shall be accurately maintained as shown in the drawings or as directed by the OWNER / CONSULTANT. No padding, plastering or chipping shall be allowed for achieving the results.

24.0 DEFECT LIABILITY PERIOD

Defect Liability Period shall be 12 months from the date of certified Final completion of the work.

25.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, OWNER / CONSULTANT shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the OWNER / CONSULTANT shall give notice in writing of the fact to the Contractor who shall have no claim of any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the amount of the work not having been carried out, neither shall be Contractor have any claim for compensation by reasons of any alternations having been made



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in original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.

26.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the OWNER / CONSULTANT or his representative, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to at contracted for, or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from the OWNER / CONSULTANT specifying the work/materials/articles complained, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove other unsuitable materials or articles so specified within a period specified by the OWNER / CONSULTANT at his own cost.

27.0 CLEARING, FILLING AND LEVELING OF SITE

The site shown on the layout plan shall be cleared by the Contractor of all obstructions, loose stones, materials, rubbish of all kinds of bushes, trees, grass as well as brush wood. All holes/hollow, whether originally existing or produced by removal of loose stones or brush wood, shall be carefully filled up with earth, well rammed and leveled off as directed by the OWNER / CONSULTANT. The Contractor will not be entitled to any payment in his regard.

28.0 CONTRACTOR TO COMPLY ALL LAWS

28.1 The contract shall be governed by the law in force in the Republic of India.

28.2 The Contractor shall comply with all laws etc. The Contractor shall be responsible to secure compliance with the Central and States Laws as well as the Rules, Regulations, by-laws and orders of the legal authorities and statutory bodies which are in force or as may be in force from time to time. He shall give to the Municipal Corporation Committees, police and other relevant authorities all such notices, etc. as may be required by law and obtain all requisite license for temporary constructions, enclosures, etc. and pay all fees, taxes and such other dues or charges which may be leviable on account of any of his operations in executing the works under this contract. OWNER / CONSULTANT shall not pay anything extra to the Contractor on this account. The Contractor shall also make good at his own cost, any damage done by him to any adjoining property, during execution of work.

29.0 CONTRACTOR TO USE THE MATERIALS ONLY AFTER THE APPROVAL OF OWNER

The Contractor shall use the materials (as per approved vendor list enclosed in the tender documents) only after the approval of OWNER / CONSULTANT, before incorporation of the same in the works.



30.0 COMPLIANCE OF ENTIRE PROVISIONS IS OBLIGATORY TO CONTRACTOR

It shall always prevail, unless otherwise specifically stated, that the entire provisions of the Tender Document have been accepted for compliance by the Contractor without any reservation.

31.0 GENERAL

- 31.1 The location and general information regarding site on which the proposed work is to be executed is furnished at relevant section of the tender.
- 31.2 Contractor shall acquaint himself with access to site, availability of local facilities such as railway siding, transport facilities, materials and labour and shall provide suitable allowances in his Bid, Contractor's quoted rate being firm, it should take into account all expenses likely to arise in this regard.
- 31.3 Contractor shall be deemed to have visited site and familiarized himself thoroughly with site conditions before submitting his Bid. Non-familiarity with site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications.

32.0 DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Contractor in accordance with the terms specified by the OWNER / CONSULTANT in the schedule of requirements in Technical Specifications. and the special conditions of purchase, if any and the Goods shall remain at the risk of the Contractor until Delivery has been completed.

33.0 INCIDENTAL SERVICES

- 33.1 As specified in the special conditions of purchase, the Contractor may be required to provide any or all of the following services:
- i) Supervision of on-Site assembly and/or of the supplied Goods.
 - ii) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Purchase Order, and
- 33.2 Price charged by the Contractor for the preceding incidental services, if not included in the contract price for the Goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.
- 33.3 At the request of Consultant or Owner, Contractor shall at his expense, dismiss from work and replace any such employee as OWNER / CONSULTANT, may deem incompetent or careless



or whose continued employment is deemed inimical to the interest of the OWNER / CONSULTANT or against public interest.

33.4 Other conditions of work at Site shall be mutually discussed and settled.

34.0 WORK AND WORKMANSHIP GUARANTEE

34.1 Contractor shall make arrangements to provide at no extra charge all temporary approaches to and within the site, after obtaining prior approval of OWNER / CONSULTANT of the layout of such approaches.

34.2 To determine the acceptable standard of workmanship, OWNER / CONSULTANT may order Contractor to execute certain portions of work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of OWNER / CONSULTANT. On approval, these items shall be labeled as guiding samples and work shall be executed to conform to these samples. These samples shall be prepared at the cost of Contractor.

34.3 Workmanship shall be of best possible quality and all the work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of local government, municipal or other authorities require employment of licensed or registered workmen of various trades, Contractor shall arrange to have the work done by such registered or licensed persons.

34.4 Workmanship shall be in accordance with the specifications, standards and codes which are part of this tender as well as the established engineering practices for this type of work. For any portion of work executed by Contractor and considered defective by OWNER / CONSULTANT, the Contractor shall have to take necessary remedial measures, to the complete satisfaction of OWNER / CONSULTANT, to make the defective good in order at his own cost without any liability to OWNER / CONSULTANT.

The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection was raised by OWNER/ CONSULTANT during the progress of work. The workmanship guarantee period will be 12 months from the date of final completion as a whole, certified by Owner.

If any defects are found due to bad workmanship during this period, the Contractor shall undertake to rectify the same at his cost, most expeditiously. The workmanship guarantee for rectified portion of work shall commence from the date of rectification for a subsequent period of 12 months. The decision of OWNER / CONSULTANT regarding bad workmanship shall be final binding and conclusive.

The Contractor shall be required to submit the Performance Guarantee accordingly.

35.0 PRIORITY OF DOCUMENTS

The following is the order of priority in descending order. High priority document shall take precedence over low priority document in case of any conflict: -



1. Contract Document and its Appendices
2. Letter of Intent (LOI)
3. Post-bid amendments, if any
4. Post bid Clarification and replies exchanged between OWNER and the CONTRACTOR
5. The "Schedule of Prices" including Supplementary Price, if any submitted, by the CONTRACTOR
6. Reply to Pre-Bid Queries
7. Part II (Technical) of the NIT document including Amendments, if any to the NIT Documents
8. E-mails exchanged with CONTRACTOR enclosing technical documents.
9. Instruction to Bidders including Amendments, if any, to the NIT Document
10. SPECIAL CONDITIONS OF CONTRACT including Amendments, if any, to the NIT Document
11. Technical Specifications and Drawings including Amendments, if any, to the NIT Documents
12. GENERAL CONDITIONS OF CONTRACT including Amendments, if any to the NIT Document
13. Integrity Pact (IP) signed between the OWNER and the BIDDER/CONTRACTOR

36.0 WEATHER CONDITIONS

OWNER / CONSULTANT may order Contractor to suspend any work which in the opinion of OWNER / CONSULTANT may be subject to damage by prevailing weather conditions. No claim whatsoever on this account shall be entertained.

It is presumed that the Contractor has familiarized himself with the weather conditions prevailing in the area therefore in such weather parameters if it appears to the Engineer –in – charge (EIC) that certain weather condition may damage the work or specified quality of the work can be achieved without stoppage of the work, the EIC in such conditions may require the Contractor to stop the work till such time as he thinks fit and appropriate. It is understood by the contractor that no compensation will be admissible on this count. However in exceptional circumstances at the recommendation of the EIC, OWNER / CONSULTANT may grant reasonable extension of Time.

37.0 TIME SCHEDULE AND PROGRESS REPORTING

37.1 Time schedule network / bar chart.

- 37.1.1 Together with the Work Order/Contract confirmation, Contractor shall submit to OWNER / CONSULTANT, his time schedule regarding the documentation, supply of materials as well as information about of his Subcontracts to be placed with their parties, including the dates on which Contractor intends to issue such Subcontracts.



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37.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of materials, delivery and site fabrication, erection, inspection, testing and completion.

37.1.3 The original issue and subsequent revisions of Contractor's time schedule and or Sub-contractor's time schedules shall be sent to Consultant in two copies (of which one shall be in Soft copy) and two copies to Owner.

37.1.4 The time schedule network/bar chart shall be updated at least every fortnight.

37.2 Progress Trend Chart / Monthly Report

37.2.1 Contractor shall report weekly to OWNER / CONSULTANT the progress of the execution of Work Order/Contract and achievement of targets set out in time bar chart.

37.2.2 The progress will be expressed in percentages shown in the progress trend chart.

37.2.3 The first issue of the progress trend chart will be forwarded together with the time bar chart along with the Work Order confirmation.

37.2.4 The fortnightly reporting will bear the updating of the progress trend chart.

37.2.5 All reporting will be done on e-mails and hard copies wherever required will follow.

38.0 INSTRUCTIONS, DIRECTIONS AND CORRESPONDENCE

38.1 The work described in Work Order is to be executed according to the standards, data sheets, tables, Specifications and Drawings attached hereto and/or enclosed with the Work Order itself and according to all conditions both general and specific enclosed with the Work Order, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.

- i) All instructions and orders to Contractor shall, excepting what is herein provided, be given by OWNER / CONSULTANT.
- ii) All the work shall be carried out under the direction of and to the satisfaction of OWNER / CONSULTANT.
- iii) All communications including technical/commercial clarifications and/or comments shall bear reference to the Work Order /Contract.
- iv) Invoice for payment against Work Order /Contract shall be addressed to OWNER / CONSULTANT.
- v) The WORK Order/Contract number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.



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- 38.2 All correspondence from Contractor/Contractor shall be forwarded in duplicate (2 copies) to CONSULTANT and 02 copies to OWNER at following addresses:

CONSULTANT	OWNER
Projects & Development India Ltd. Mr. XXXX XXXX, Resident Construction Manager, PDIL BCGCL Plant, Lakhanpur, Jharsuguda, Odisha Tel no.: +91- E-mail:	Bharat Coal Gasification & Chemical Ltd.. Mr. XXXX XXXX, Engineer In-charge BCGCL BCGCL Plant, Lakhanpur, Jharsuguda, Odisha Tel no.: +91- E-mail:

- 38.3 Correspondence on technical and commercial matters shall be dealt with in separate letters for each Work Order /Contract and each copy of the letter shall be complete with all Annexures. Wherever possible, correspondence should be through e-mail to the above personnel so as to save time.
- 38.4 Correspondence for expediting and inspection shall be done directly with inspector with a copy to consultant & owner at above mentioned address.

39.0 STATUTORY VARIATION IN TAXES AND DUTIES

- 39.1 If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment. However, this is applicable within the PROJECT COMPLETION DATE only and shall not be reimbursed by OWNER during the delayed contractual project completion attributable to CONTRACTOR'S account.
- 39.2 If any existing taxes or duties are withdrawn or the rate is decreased after the date of submission of the bids on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall be entitled to discount in the amount payable to the CONTRACTOR of amount equivalent to the amount of such taxes or duties. This is applicable within the PROJECT COMPLETION DATE and also during the delayed contractual Project completion.
- 39.3 In case of delayed completion beyond the PROJECT COMPLETION DATE even though extension of completion time is allowed by OWNER, for reasons solely attributable to Contractor, all extra costs on account of changes of statutory regulations/ acts, or increase in price on any other account including price variation clause, if any, shall not apply to the Contract price and shall be borne by the CONTRACTOR.

However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER.



40.0 QUALITY ASSURANCE / QUALITY CONTROL

- 40.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the Contractor for the execution of contract for various works which will be mutually discussed and agreed to.
- 40.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 40.3 Quality Assurance System plans / procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and completion in all respect till final acceptance by Owner. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site.
- 40.4 The OWNER / CONSULTANT or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 40.5 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 40.6 In case Contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 40.7 The Contractor shall adhere to the approved quality assurance system.

41.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per TPWODL Specification.



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PART-I: COMMERCIAL

EXHIBIT-1

EXPERIENCE CRITERIA

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REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

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EXHIBIT-1

NIT No. : PNP/PC298/E/8002

NIT Description : DIVERSION OF EXISTING 11 KV HT LINE FOR COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, LAKHANPUR, JHARSUGUDA, ODISHA.

EXPERIENCE CRITERIA

Bidder shall furnish their Experience details with reference to the work, which pre-qualify them in line with Experience Criteria mentioned under Clause 8.0 of "Instructions to Bidders".

(MARK ✓ FOR APPLICABILITY IN BOX)

1.0 EXPERIENCE AS CONTRACTOR

S. NO.	DESCRIPTION	DETAILS
1.	Name of Project, Location (Executed by Bidder)	
2.	Description of work	
3.	Name of Owner, Postal Address, Phone / Fax No. / E-mail	
4.	Name of Consultant / Postal Address, Phone / Fax No. / E-mail.	
5.	Project Status - Date of Award - Scheduled Mechanical completion date. - Actual Mechanical completion date - Actual Project completion date (handover) - Delay in months (if any) - Reasons for delay (if any)	

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6.	Scope of work executed by Bidder's organization	•	☐	
7.	Completion Status	Specify	Date	
		- Completion Date	Act.	Sch.
		• Whether completion certificate enclosed		
		YES ☐ NO ☐		
7.1	LD imposed/ Bonus claimed	YES/NO; if yes, brief the reason:		
8.0	Document Furnished			
8.1	Copy of work order / Contract Agreement enclosed	YES ☐ NO ☐		
8.2	Documentary proof from the End User/OWNER regarding satisfactory performance indicating the period of completion.	YES ☐ NO ☐		

Note :

- Bidder shall furnish the experience details as above of Projects which they consider suitable for their pre-qualification. OWNER / CONSULTANT reserves the right not to evaluate any other Project details.
- Bidder to note that this exhibit form shall be filled as per the Proformas as stated, along with wherever applicable, copies of work order and completion certificates.
- Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid.** It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

For and on behalf of

Stamp & Signature :

Name :

Designation :

Date :

PART-I: COMMERCIAL

EXHIBIT-2

FINANCIAL CRITERIA

0	02.07.2026	FOR TENDER	PRK	DK	AK
REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

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EXHIBIT-2

NIT No. : PNPM/PC298/E/8002

NIT Description : **DIVERSION OF EXISTING 11 KV HT LINE FOR COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, LAKHANPUR, JHARSUGUDA, ODISHA.**

FINANCIAL CRITERIA

1.0 Bidder shall furnish details with reference to the work, which pre-qualify them in line with Financial Criteria mentioned under Clause 8.0 of “Instructions to Bidders”.

DETAILS OF PROJECT REFERENCES AS PER CLAUSE 8.0 OF “INSTRUCTIONS TO BIDDERS”

S. NO.	DESCRIPTION	PROJECT – 1, 2 etc. (Separate sheets for each Project)
1.	Project name and description	
2.	(a) Awarded contract value (INR) One completed Similar Work with contract value not less than ₹ 36,00,000.00 OR Two completed Similar Works each works with contract value not less than ₹ 23,00,000.00 OR Three completed Similar Works each works with contract value not less than ₹ 18,00,000.00 (b) Final executed contract value (INR)	
3.	Name of Owner	
	(a) Name and address of Owner's contact person	
	(b) Telephone and Fax No.	
	(c) Mobile No.	
	(d) Email No.	
4.	(a) Date / month / year of award / commencement of Project	
	(b) Date / month / year of Scheduled	

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S. NO.	DESCRIPTION	PROJECT – 1, 2 etc. (Separate sheets for each Project)
	Completion of the Project.	
	(c) Date / month / year of Actual Completion of the Project.	
5.	Document Furnished	YES/NO
5.1	Copy of work order / Contract Agreement enclosed	
5.2	Completion / Acceptance certificate identifying the successful commissioning of project.	

2.0 ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	TURNOVER (IN INR)
1	FY: 2024-2025	
2	FY: 2023-2024	
3	FY: 2022-2023	

3.0 NET WORTH

Net worth as on the last day of the financial year ending 31 st March 2025:	:
--	---------

Whether copies of balance sheet and annual turnover statements for the above three financial years submitted	YES / NO
--	----------

4.0 SOLVENCY CERTIFICATE

NAME & ADDRESS OF BANK	ISSUE DATE	AMOUNT (INR)

Note:

- Bidder shall furnish the experience details as above of Projects which they consider suitable for their pre-qualification. OWNER / CONSULTANT reserves the right not to evaluate any other Project details.
- Bidder to note that this exhibit form shall be filled as per the Proformas as stated, along with wherever applicable, copies of work order and completion certificates.
- The bidder shall attach fresh solvency certificate issued by his banker. The solvency

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certificate shall not be more than six months old from the date of issue of NIT OR minimum credit ratings of “A” from ICRA/CRISIL etc OR equivalent reputed institutions, OR financing/credit limits from bank of value not less than ₹ **18,00,000.00** valid as on date of issue of ITB.

4. **Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid.** It is to be ensured that all relevant supporting documents shall be submitted alongwith the bid in the first instance itself. Pre-qualification may be completed based on the details so furnished without seeking any subsequent additional information.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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PART-I : COMMERCIAL

ANNEXURE-1.1

TENDER ACCEPTANCE LETTER

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TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

NIT No: _____

Name of Tender/Work:-

Dear Sir,

1. I / We have downloaded/obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely: _____
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I/ we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / we hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,

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Signature of Bidder with Seal :

Name :

Date :

Email Address :

Contact Number :

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PART-I : COMMERCIAL

ANNEXURE-1.2

COMMERCIAL QUESTIONNAIRE

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SUBJECT: TENDER DOCUMENT FOR

Note:

- 1) The Bidder shall submit reply to each query.
- 2) The Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulation mentioned else where in the bid.

Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER'S REPLY / CONFIRMATION
1.	Please confirm that Master Index and copies of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.	
2.	Please confirm that you have studied complete Bidding Document including Pre-Qualification Criteria, Technical and Commercial Part and your Bid is in accordance with the requirements of the Bidding Document.	
3.	Please confirm Bid Submission as per tender i.e. in Single Phase Two Bid System.	
4.	Please confirm that the Price Part does not include any terms and condition. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Price confirmation copy: Please confirm a Photocopy of the Schedule of Rates, to be submitted strictly as per Section-2 of Part-II, Technical and BOQ EXCEL SHEET provided in NIT, Rates being blanked out and in place indicating " Quoted " against each head, shall be submitted duly signed and stamped as confirmation to quoted rate failing which bid may be rejected.	
6.	Please confirm your compliance to total scope of work mentioned in the Bidding Document. CONTRACTOR's scope shall include supply of all materials and services required for completion of Work irrespective of whether such materials and services are mentioned in the Bidding Document or not.	
7.	Please confirm your acceptance for Time Schedule as mentioned in Instructions to Bidders.	
8.	Please confirm your acceptance for Payment Terms as per Bidding Documents.	
9.	Please confirm that your bid is valid for 120 days from	

	FORMAT FOR COMMERCIAL QUESTIONNAIRE	P-I/ Annx.-1.2	0	
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Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
	the date of opening of Technical and Unpriced Commercial Bid.	
10.	Please confirm EMD Validity as Bid Validity (120 Days) plus 90 Days.	
11.	Please confirm Damages for delay in completion as per Clause (g) of ARTICLE-25 of General Condition of Contract.	
12.	Please confirm Guarantee/Warranties as per ARTICLE-11 of General Conditions of Contract (GCC).	
13.	Please confirm that your Bid is substantially responsive to the requirements of the Bidding Document and you have not stipulated any material deviation and submitted all details as specified in the Bidding Document.	
14.	Please confirm that adequate numbers of construction equipments, tools, tackles, etc. have been proposed which will be sufficient to complete the work as per the time schedule.	
15.	Please confirm that you have proposed adequate project / site organization with qualified supervisory personnel having sufficient experience.	
16.	Please confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are included in the Quoted Price.	
17.	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR.	
18.	The CONTRACTOR shall include safety rules & regulation and apply the same during the execution of the contract. Contractor shall also follow the safety guidelines of OWNER during the execution period of the contract.	
19.	Please confirm the following:- "The planning schedule, manpower deployment schedule, construction equipment deployment schedule etc. submitted by the bidder with his bid are indicative and shall not be basis for extra compensation in case actual needs are higher.	

Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
	Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front. Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all Work as per OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the pricing". Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre award stage /post award stage.	
20.	Please confirm that the bidder has read the complete tender document and has understood the entire scope of work as given elsewhere in the tender document.	
21.	The safety measures as mentioned in Tender Document / GCC / SCC shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in-Charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts.	
22.	Please confirm the following that, a photocopy of the documents listed below has been enclosed in the bid:- 1. PAN Number 2. TIN Number 3. PF/ESI Number 4. GST Number 5. Labour Licence Registration Number 6. Latest Income Tax Clearance Certificate / ITR 7. Audited Balance Sheets	

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

	PROJECTS & DEVELOPMENT INDIA LIMITED	P-I/ Annx.-1.3	0	
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PART-I : COMMERCIAL

ANNEXURE-1.3

NO DEVIATION CERTIFICATE

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(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

1. With reference to our Bid Proposal No. dated for
(Name of Tender/Works)
.....,
we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and **we declare that we have not taken any deviation / exceptions in this regards.**
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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PART-I : COMMERCIAL

ANNEXURE-1.4

DETAILS OF SIMILAR WORKS EXECUTED

	FORMAT FOR DETAILS OF SIMILAR WORKS EXECUTED	P-I/ Annx.-1.4	0	
		Doc. No.	Rev.	
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SUBJECT: TENDER DOCUMENT FOR.....
.....

SL. NO.	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE WITH PHONE/CELL NO AND E-MAIL	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION PERIOD	ACTUAL COMPLETION DATE	REMARKS

Note : 1) Description of work should be in detail.

2) Please also indicate the major problems if any, faced during construction of works.

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

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PART-I : COMMERCIAL

ANNEXURE-1.5

CURRENT COMMITMENTS

SUBJECT: TENDER DOCUMENT FOR.....

	FORMAT FOR CURRENT COMMITMENTS	P-I/ Annx.-1.5	0	
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SL. NO.	DESCRIPTION OF WORK	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION PERIOD	% AGE COMP. AS ON DATE	EXPECTED DATE OF COMPLETION	REMARKS

STAMP & SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
DATE : _____

	PROJECTS & DEVELOPMENT INDIA LIMITED	P-I/ Annx.-1.6	0	
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PART-I : COMMERCIAL

ANNEXURE-1.6

DEPLOYMENT SCHEDULE FOR SUPERVISORY PERSONNEL

	DEPLOYMENT SCHEDULE FOR SUPERVISORY PERSONNEL	P-I/ Annx.-1.6	0	
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SUBJECT: TENDER DOCUMENT FOR.....

S. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE						TOTAL
		M1	M2	M3	M4			
1.	PROJECT MANAGER							
2.	RESIDENT MANAGER							
3.	PLANNING ENGINEER							
4.	ELECTRICAL ENGINEER							
5.	CIVIL & STRUCTURAL ENGINEER							
6.	ADMINISTRATION MANAGER							
7.	WAREHOUSE PERSONNEL							
8.	ADMIN/HR PERSONNEL							
9.	FINANCE PERSONNEL							
10.	SECURITY PERSONNEL							
11.	QA/QC PERSONNEL							
12.	SUPERVISORS							
13.	WELDERS							
14.	HIGHLY SKILLED							
15.	SKILLED							
16.	SEMI SKILLED							
17.	UNSKILLED							

NOTE : Bidder may add more personnel as per job assessment / experience

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

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ANNEXURE-1.7

DEPLOYMENT SCHEDULE FOR CONSTRUCTION EQUIPMENT

	DEPLOYMENT SCHEDULE FOR CONSTRUCTION EQUIPMENT	P-I/ Annx.-1.7	0	
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SUBJECT: TENDER DOCUMENT FOR.....

SL. NO.	DESCRIPTION	CAPACITY (Bidder to specify)	DEPLOYMENT SCHEDULE						TOTAL
			M1	M2	M3	M4			
1.	CRANES – 150 MT								
2.	CRANES – 75 MT								
3.	CRANES – 50 MT								
4.	CRANES – 35 MT								
5.	CRANES – 18/12/10/08 MT HYDRA								
6.	DIESEL GENERATORS								
7.	WELDING MACHINE								
8.	COMPRESSORS								
9.	TRACTORS								
10.	TRAILERS / TRUCKS								
11.	DUMPERS								
12.	OTHER TOOLS & TACKLES								
13.	SPECIAL TOOLS & TACKLES								
14.									

NOTE : Bidder may add more Equipments as per job assessment / experience.

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

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PART-I : COMMERCIAL

ANNEXURE-1.8

DETAILS OF EQUIPMENT PROPOSED FOR TENDERED WORK

	FORMAT FOR DETAILS OF EQUIPMENT PROPOSED FOR TENDERED WORK	P-I/ Annx.-1.8	0	
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SUBJECT: **TENDER DOCUMENT FOR**.....

.....

<u>DETAILS OF PROPOSED EQUIPMENTS, TOOLS & TACKLES</u> The bidder shall submit the details of construction equipments, Tools & tackles etc. in the following format, proposed to be deployed for this works.									
Sl. No.	EQUIPMENTS LIST REQUIRED TO BE DEPLOYED				STATUS OF EQUIPMENT		SCHEDULE DEPLOYMENT DATE AT SITE	SCHEDULED COMPLETION DATE OF WORK	REMARKS
	Description of Equipment	Make	Year	Capacity	Own by Contractor	If on Hiring (Give Detail Address)			

Note : 1. In case of equipment are to be hired, bidder shall indicate the source of hiring and enclosed and enclose the consent the letter from such sources.
2. Bidder shall clearly indicate the expected data of availability of owned / hired equipment.

NOTE : Bidder may add Equipments as per job assessment / experience.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

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PART-I : COMMERCIAL

ANNEXURE-1.9

CONTENTS OF BID AND CHECK LIST

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SUBJECT: TENDER DOCUMENT FOR

Bidder is requested to fill this check list and ensure that all details /documents have been furnished under relevant section as called for in the Bidding Document duly filled in, signed & stamped.

Please tick the box and ensure compliance:

SECTION-I : PRE-QUALIFICATION BID: (Refer Clause 8.0 of Instructions to Bidders)

S.NO.	DESCRIPTION	SUBMITTED
i)	Letter of submission	☐
ii)	Pre-Qualification Criteria in favor of Experience Criteria as per Exhibit-1 along with Copies of Work Orders, Certificates from End User/OWNER and completion certificates in support of prequalification requirement.	☐
iii)	Pre-Qualification Criteria in favor of financial criteria as per Exhibit-2 along with copies of Work Orders, Completion/ Acceptance certificates and Annual audited Report for the last three financial years. Annual Reports shall be a verifiable statement of annual accounts certified by a Chartered Accountant or Public Accountant in the form of printed annual reports or similar document.	☐
iv)	Solvency Certificate as per Annexure-1.18. Date of Issue of this certificate should not more than six months old from the date of issue of NIT.	☐
v)	Format for Financial Capability of Bidder as per Annexure-1.21	☐

SECTION-II : TECHNICAL AND COMMERCIAL BID:

S.NO.	DESCRIPTION	SUBMITTED
i.	Photocopy of Earnest money Deposit (EMD)	☐
ii.	Power of Attorney of Bid Signatory from the Competent Authority as per Annexure-1.26	☐
iii.	Tender Acceptance Letter as per Annexure-1.1	☐
iv.	Commercial Questionnaire as per Annexure-1.2	☐
v.	No Deviation Certificate as per Annexure-1.3	☐
vi.	Details of Similar Works Executed as per Annexure-1.4	☐

	FORMAT FOR CONTENTS OF BID & CHECK LIST	P-I/ Annx.-1.9	0	
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S.NO.	DESCRIPTION	SUBMITTED
vii.	Current Commitments of the Bidder as per Annexure-1.5	☐
viii.	Deployment Schedule of Supervisory Personnel as per Annexure-1.6	☐
ix.	Deployment Schedule of Construction Equipment as per Annexure-1.7	☐
x.	Details of Equipment Proposed to be used for this work as per Annexure-1.8	☐
xi.	Contents of Bid and Check List as per Annexure-1.9	☐
xii.	A declaration shall be submitted as per Annexure-1.14 to the effect that Bidder have or had not been banned or blacklisted/del-listed by any PSU / Government Organizations.	☐
xiii.	Declaration by Bidder regarding Bidding Document as per Annexure-1.16	☐
xiv.	Photocopy of Integrity Pact as per Annexure-1.17	☐
xv.	EFT details as per Annexure-1.19	☐
xvi.	A declaration shall be submitted to the effect that Bidder submitting their Bid is not under liquidation, court receivership or similar proceedings as per Annexure-1.22	☐
xvii.	Declaration for Past Safety Record as per Annexure-1.23	☐
xviii.	Bidder to furnish PAN Number, TIN Number, PF/ESI Number, GST Number, Labor License Registration Number, Latest Income Tax Clearance Certificate / ITR etc. along with the bid.	☐
xix.	Price confirmation copy - A Photocopy of the Schedule of Rates, to be submitted strictly as per Section-2 of Part-II, Technical , and BOQ EXCEL SHEET provided in NIT, Rates being blanked out and in place indicating "Quoted" against each head, shall be submitted duly signed and stamped.	☐
xx.	Master Index along with a copy of complete set of Bidding Documents of all technical and commercial amendments/addendums if any issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.	☐
xxi.	Any other information required in the Bidding Documents or considered relevant by the Bidder.	☐

For and on behalf of :
 Stamp & Signature :
 Name :
 Designation :
 Date :

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PART-I : COMMERCIAL **ANNEXURE - 1.10** **TERMS OF PAYMENT**

0	12-07-2026	FOR TENDER	PRK	DK	AK
REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

 पी डी आई एल PDIL	TERMS OF PAYMENT TENDER DOCUMENTS FOR DIVERSION OF EXISTING 11 KV HT LINE OF COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, AT LAKHANPUR, JHARSUGUDA, ODISHA	P-I/Annx.-1.10	0	 BCGCL
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	TERMS OF PAYMENT TENDER DOCUMENTS FOR DIVERSION OF EXISTING 11 KV HT LINE OF COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, AT LAKHANPUR, JHARSUGUDA, ODISHA	P-I/Annx.-1.10	0	
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TERMS OF PAYMENT

1.0 FINANCIAL GUARANTEE FOR PERFORMANCE

The contractor shall provide financial guarantee within 15 days of award of work for due & faithful performance of the contract as per Article 6 of General Conditions of Contract.

2.0 PAYMENT TERMS

Following terms of payment shall be applicable:

2.1. RUNNING ON ACCOUNT PAYMENT

2.1.1 Contractor shall raise the invoice for the 100% completed job against the RA bill and Payment shall be released as per following manner:

A. Civil Works & other Allied Erection Works (Sl. No. 4.0 of SOR)

- 95% against the value of actual work done shall be paid against running bills certified by OWNER/CONSULTANT after recovery of following payments:
 - a) Statutory deductions like income tax, etc. as applicable, if any.
 - b) Any other recovery if becomes due.
 - c) Value of chargeable Service provided by OWNER/CONSULTANT, if any.

Payments shall not be released against 1st R/A until submission of following documents by contractor to the indenting department.

1. Contract Performance Security.
2. Labor License (as per statutory requirements)
3. EPF Code Registration Number
4. Insurance Contractor All Risk
5. Workmen compensation policy.

- Balance 5% (Retention Money) shall be released along with final bill

B. For Supply Items; (Sl. No. 1.0 of SOR)

- 20% upon successful inspection and Dispatch Clearance.
- 50% upon receipt, storage and Physical verification at site.
- 25% on successful erection/ installation of the equipment / material and completion of stringing, testing and commissioning of the line.
- Balance 5% (Retention Money) shall be released after completion of entire works, covered under the scope of the contract, along with final bill on issuance of "Taking over Certificate" (TOC) by BCGCL and handing over to TPWODL.

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TENDER DOCUMENTS FOR DIVERSION OF EXISTING 11 KV HT LINE OF COAL TO AMMONIUM NITRATE (2000 TPD) PLANT OF BCGCL, AT LAKHANPUR, JHARSUGUDA, ODISHA				

C. For Erection Items; (Sl. No. 2.0 of SOR)

- 80% on completion of each of the items of Erection activity.
- 15% on Successful erection / installation of the equipment/ material and completion of stringing, testing and commissioning of the line.
- Balance 5% (Retention Money) shall be released after completion of entire works, covered under the scope of the contract, along with final bill on issuance of "Taking over Certificate" (TOC) by BCGCL and handing over to TPWODL

D. For Dismantling Items; (Sl. No. 3.0 of SOR)

- 95% on deposit of dismantled material at designated place by TPWODL and submission of Receipt of Material (issued by TPWODL) to BCGCL
- Balance 5% (Retention Money) shall be released along with final bill.

2.2. The Running Account Bills shall be submitted on Fortnightly basis. However, in addition to this, the contractor has to submit the Weekly Progress Report (Refer Annexure 1.24) duly approved by the Engineer-in-charge/ Resident Construction Manager at site. This report will acts as a mandatory document for submission of the bill. Failing in submission of the report, the invoice will not be processed further for payment.

2.3. RELEASE OF 1st R/A BILL

Payment will be released against 1st R/A bill only on submission of following documents by contractor to the indenting department.

- i. Weekly Progress report approved by Engineer-in-charge/ Resident Construction Manager at site.
- ii. Financial Guarantee for Performance
- iii. Labour License (as per statutory requirements)
- iv. EPF Code Registration number with RPFC/ARPF
- v. Insurance Contractor All Risk (CAR) Policy
- vi. Workmen compensation policy

2.4. SUBMISSION OF FINAL BILL

The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:

- i. Job completion certificate.
- ii. No claim certificate on BCGCL's prescribed proforma.
- iii. Site clearance certificate.
- iv. Performance guarantee duly amended to cover certified maintenance period.
- v. Indemnity certificate towards labors payment and all other statutory payments.

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No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made within 1 (one) month period subject to furnishing of all required documents / clarification and extension of time, if any, by BCGCL's competent authority.

3.0 PRICE

The prices shall be firm during the entire contract period including all extensions granted on whatsoever ground may be.

4.0 INSTRUCTION FOR INVOICING & PAYMENT DOCUMENTATION

4.1. INVOICING

Invoicing shall be in compliance with the stipulations of the Work Order and the following instructions. Contractor is liable for all costs arising from noncompliance with the instructions.

As far as possible, description of Works in invoice shall match the description in Work Order.
Invoice for payment shall be addressed to Owner.

The invoices shall be issued in the name of:

Bharat Coal Gasification and Chemical Ltd,

.....
.....

Attn.: BCGCL Site Head – Lakahnpur Unit

The invoice shall contain the following information:

- i. Work Order No.
- ii. Item no., quantity and complete description
- iii. Item-wise net price (unit and total) of the works where applicable.
- iv. Net amount payable by deducting advance payment already invoiced, if any, and the guarantee retention amount, if any, from the total value of the Works being invoiced.

The signed invoices, original and copy shall be made on Contractor's letter head and shall be duly signed.

Invoices for progress payment(s) shall state the information under (i), (ii) and (iii). Invoices for guarantee retention money shall state the information under (i) to (iv).

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4.2. PROGRESS PAYMENT

- 1) Invoice for _____ in original and two (2) copies duly certified by OWNER / CONSULTANT.
- 2) Performance certificate in one (1) original plus two (2) copies from the beneficiary to the effect that progress achieved is equal to progress invoiced, duly certified by OWNER / CONSULTANT.



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PART-I : COMMERCIAL

ANNEXURE - 1.11

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL),
[A JV of CIL and BHEL]
Lakahnpur, Jharsuguda,
Odisha.

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender

No.....1(Tender Conditions), M/s.

..... having its registered office at

.....2 (hereinafter referred to as the 'Tenderer'), is submitting its bid

for the work of.....3 invited by4.(name of the Employer) through its Unit at

.....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as

Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit

includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and

unconditional Bank Guarantee against Earnest Money Deposit for an amount of5

..... is required to be submitted by the Tenderer as a condition precedent for

participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]

..... having our Registered Office at

.....(hereinafter referred to as the Bank) being the Guarantor
under this

Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the
Employer without any demur, merely on your first demand any sum or sums of Rs. 5

.....(in words Rupees.....) without any reservation, protest,
and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....6and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid/Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name of the Employer*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date*

⁷ *Date of Expiry of Claim Period*

Notes:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BCGCL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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PART-I : COMMERCIAL

ANNEXURE - 1.12

PROFORMA OF SECURITY CUM PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL),
[A JV of CIL and BHEL]
Lakahnpur, Jharsuguda,
Odisha.

Dear Sirs,

In consideration of Bharat Coal Gasification And Chemical Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Coal Gasification and Chemical Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BCGCL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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PART-I : COMMERCIAL

ANNEXURE - 1.13

BANK GUARANTEE FOR ADVANCE / PROGRESS PAYMENT

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL),
[A JV of CIL and BHEL]
Lakahnpur, Jharsuguda,
Odisha.

Dear Sirs,

In consideration of BHARAT COAL GASIFICATION AND CHEMICAL LTD ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ ¹ through its Unit at.....(name of the Unit) having awarded to.....² (Name of the Vendor / Contractor / Supplier), with its registered office at _____ ² (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref

No.....dated³ valued at Rs.....(Rupees -----
-----)/FC.....(in words.....) for⁴ (hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Vendor/Contractor/Supplier, a sum of Rs..... (Rupees..... only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by a guarantee for Rs/ FC ----- (Rupees/ FC -----)⁵ from a Bank as hereinafter appearing.

We,, (hereinafter referred to as the Bank), having registered/Head office at and a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs/FC ----- (Rupees/FC -----) without any demur, merely on your first demand and without any reservation, protest and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Vendor/Contractor/supplier shall have no claim against us for making such payment.

We, theBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We>>>> Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor/Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor/Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor/Contractor/Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor/Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- . The liability of the Bank under this Guarantee shall not exceed.....⁵
- . This Guarantee shall be valid up to⁶
- . Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE EMPLOYER. i.e BHARAT COAL GASIFICATION AND CHEMICAL LTD

² NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE AND PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In exceptional circumstances where advance payment is to be made to a vendor and the Unit has contractually agreed with the Contractor/ Vendor for periodic reduction in Advance Bank Guarantee, if required the following clause may be added in the BG Text-

“The liability under this Guarantee shall stand reduced proportionally on periodic basis, in accordance with the value of effected shipment/dispatches/services completed on written confirmation by BCGCL.”

5. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BCGCL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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PART-I : COMMERCIAL **ANNEXURE - 1.14** **PROFORMA FOR BLACKLISTED**

(Self Declaration on Bidder's Letter Head as per below proforma)

DECLARATION

To ,

.....
.....
.....

NIT NO. :

SUBJECT : TENDER DOCUMENT FOR
.....

Sir ,

We hereby declare that M/s is neither put on Holiday or Black-listed
by any Government / PSU / Private firm or Financial Institution.

Signature

Name :

Designation :

Seal of the Bidder:

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PART-I : COMMERCIAL

ATTACHMENT - 1.15

FORMAT OF CONTRACT AGREEMENT

FORMAT OF CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20____.

BETWEEN

(1) *[Name of Owner]*, a corporation incorporated under the laws of India and having its principal place of business at *[address of Owner]* (hereinafter called “the Owner”), and (2) *[name of Contractor]*, a corporation incorporated under the laws of India and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Owner desires to engage the Contractor to*[scope of work]*..... and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The term ‘CONTRACT DOCUMENTS’ shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract:

1. Contract Document and its Appendices
2. Letter of Award (LOA)
3. Post-bid amendments, if any
4. Post bid Clarification and replies exchanged between OWNER and the CONTRACTOR
5. The “Schedule of Prices” including Supplementary Price, if any submitted, by the CONTRACTOR
6. Reply to Pre Bid Queries
7. Part II (Technical) of the NIT document including Amendments, if any to the NIT Documents
8. E-mails exchanged with CONTRACTOR enclosing technical documents.
9. Instruction to Bidders including Amendments, if any, to the NIT Document
10. SPECIAL CONDITIONS OF CONTRACT including Amendments, if any, to the NIT Document
11. Technical Specifications and Drawings including Amendments, if any, to the NIT Documents
12. GENERAL CONDITIONS OF CONTRACT including Amendments, if any to the NIT Document
13. Integrity Pact (IP) signed between the OWNER and the BIDDER/CONTRACTOR

The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

1.2 **PRIORITY OF DOCUMENTS**

In the event of any ambiguity or conflict between the CONTRACT DOCUMENTS listed in clause 1.1 above, the order of precedence shall be the order in which the CONTRACT DOCUMENTS are listed in Clause 1.1 above.

1.3 **Definitions**

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 **Contract Price**

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the *and [amount in words], [amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Payment Terms**

Payment shall be made by the Owner to the Contractor as per the provisions of Bidding Documents.

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

The Completion period of the Project shall be determined from the date of Letter of Award.

ARTICLE 4. NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under

the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

ARTICLE 6. APPENDICES

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be

translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

IN WITNESS WHEREOF the Owner and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20____

BETWEEN

[“the Owner”]

and

[“the Contractor”]

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PART-I : COMMERCIAL

ANNEXURE - 1.16

DECLARATION BY BIDDER REGARDING BIDDING DOCUMENT

(Declaration on Bidder's Letter Head as per below performa)

SUBJECT: TENDER DOCUMENT FOR

.....

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents, **NIT NO:** **DATED** _____ (including but not limited to) the Commercial & Technical Requirements/ Specifications in **Part-I: Commercial and Part-II : Technical** of the Bidding documents and amendments, if any, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting a copy of complete set of Bidding Documents, **Part-I : Commercial and Part-II : Technical and Amendments**, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. Further we undertake that in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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PART-I : COMMERCIAL

ANNEXURE - 1.17

FORMAT FOR INTEGRITY PACT

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 2025, **BHARAT COAL GASIFICATION & CHEMICALS LIMITED**, registered under Companies Act, 2013, having its registered office at **Bandhabahal Old PO Belpahar, BIT Colony, MCL (In front, Bandhbahal Colony), Lakhanpur, Jharsuguda-768211, Orissa**, (hereinafter referred to as [BCGCL], which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s _____ a Company, firm incorporated under _____ Laws to which it is subject to (hereinafter called the “Bidder/Seller”, which expression shall mean and include, unless the context otherwise requires, its successors, heirs / legal representatives / administrator in office and assigns) of the Second Part.

Whereas

BCGCL has issued NIT _____ dated _____ inviting bids from Parties for undertaking-the Project /Work of _____ at i ts unit located at _____ (hereinafter referred to as the Project /Work). The B IDDER is a pr ivate Company/Public Company/Government Undertaking / Partnership / registered export agency, constituted in accordance with the relevant law in the matter and BCGCL is joint venture company incorporated by Joint Venture Company of COAL INDIA LTD (CIL) & BHARAT HEAVY ELECTRICAL LTD. (BHEL)

The Bidder is willing to offer/ has offered to carry out the P roject/ Work and under stands that this Integrity Pact has to be executed between the parties before BCGCL can consider the offer.

NOW, THEREFORE,

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

Enabling BCGCL to undertake the P roject/Work at a c ompetitive price in conformity with the defined specifications by avoiding the high costs and the distort nary impact of corruption on public procurement, and

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

In respect of the Project/Work an Independent Monitor shall be appointed by BCGCL to verify facts and to take necessary action, legal or otherwise as may be deemed appropriate including criminal proceedings, against the persons and /or Organizations indulging in the corrupt practice.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:

1.0 COMMITMENTS OF BCGCL:

- 1.1 BCGCL undertakes that no official of BCGCL, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 BCGCL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 BCGCL will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. BCGCL will also report to appropriate Government Office wherever necessary”.

2.0 PRECEDING MISCONDUCT:

- 2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by BCGCL or the Independent Monitor and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by BCGCL the proceedings under the contract would not be stalled.

3.0 COMMITMENTS OF BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BCGCL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of BCGCL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BCGCL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BCGCL.

- 3.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.6 The BIDDER further confirms and declares to BCGCL that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to BCGCL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of BCGCL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.8 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by BCGCL as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.
- 3.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of BCGCL, or, if any relative of an employee of BCGCL has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender.

The term 'relative' for this purpose would be as defined in Companies Act, 2013 or any modifications thereof.

- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of BCGCL.

4.0 PREVIOUS TRANSGRESSION

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with BCGCL, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

5.0 EARNEST MONEY / SECURITY DEPOSIT:

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ as Earnest Money/Security Deposit, with BCGCL through any of the following instruments:

(i) Bank draft or pay order in favour of

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument

5.2 The amount and validity of the earnest money / Security Deposit shall be as mentioned in the NIT.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the purchase contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of the decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BCGCL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6.0 SANCTIONS FOR VIOLATIONS

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle BCGCL to take all or any one of the following actions, wherever required:-

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by BCGCL, without assigning any reason thereof.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by BCGCL, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from BCGCL in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by BCGCL, along with interest.

vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to BCGCL resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar/blacklist the BIDDER from participating in future bidding processes of BCGCL for a minimum period of five years, which may be further extended at the discretion of BCGCL.

viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.

ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by BCGCL with the BIDDER, the same shall not be operated.

x. Forfeiture of Performance Bond in case of a decision by BCGCL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 BCGCL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of BCGCL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact.

7.0 INDEPENDENT MONITOR:

7.1 BCGCL has appointed following persons as Independent Monitor for this Pact:

- (i) Name :
Address:
Email:
Mobile:

(ii) Name :
Address:
Email:
Mobile:

- 7.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by BCGCL.
- 7.6 Notwithstanding any Confidentiality Agreement/ clause agreed between BCGCL and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of BCGCL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 7.7 BCGCL will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BCGCL within 8 to 10 weeks from the date of reference or intimation to him by BCGCL/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8.0 FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of these terms or payment of commission, BCGCL shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is in the state of Delhi

10.0 OTHER LEGAL ACTIONS

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

11.0 VALIDITY

- 11.1 The validity of this Integrity Pact shall be from date the NIT is issued and extend upto two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.0 The parties hereby sign this Integrity Pact, through their authorized representative, for having accepted the conditions contained hereinabove.

BCGCL

()

Date:

Place:

Witness

1. _____
2. _____

BIDDER

()

Date:

Place:

Witness

1. _____
2. _____

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PART-I : COMMERCIAL

ANNEXURE - 1.18

PROFORMA FOR SOLVENCY CERTIFICATE

PROFORMA FOR SOLVENCY CERTIFICATE

(on Bank's Letter Head)

REF NO:

DATE:

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s _____
(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of
executing orders to the extent of Rs. _____ (Rupees _____). M/s
_____ have been our customer since _____ to date and has been granted the following
limits, at present, against various facilities granted by the Bank:

.....
.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its
officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

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PART-I : COMMERCIAL

ANNEXURE - 1.19

FORMAT FOR EFT DETAILS

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FORMAT FOR EFT DETAILS

I / We hereby agree to receive the payment against our bills raised to M/s **BHARAT COAL GASIFICATION & CHEMICALS LIMITED** directly in our bank account as per details given below through Electronic Fund Transfer Mechanism. Necessary details are given as below:

- 1 Name, Branch and address of Payee's bank : _____
- 2 Title of the account : _____
- 3 Account number : _____
- 4 Nature of the Account : _____
- 5 Branch MICR code number : _____
- [Enclose photocopy of cancelled cheque] : _____
- 6 Permanent Account Number : _____
- [PAN] of the Payee : _____
- 7 IFSC Code : _____

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

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PART-I : COMMERCIAL

ATTACHMENT - 1.20

GENERAL GUIDELINES FOR GOODS & SERVICE TAX (GST)

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GENERAL GUIDELINES FOR GOODS & SERVICE TAX (GST)

1.0 GST (Goods & Service Tax)

- 1.1 GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BCGCL shall have the right to deny payment of GST and to recover any loss to BCGCL on account of tax, interest, penalty etc. for non-compliance of any of the following conditions.
- 1.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BCGCL & its Contractor. BCGCL shall not consider GST on any transaction other than the direct transaction between BCGCL & its Contractor.
- 1.3 Contractor shall obtain prior written consent of BCGCL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BCGCL shall have the right to adopt the appropriate one considering the amount of tax liability on BCGCL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BCGCL shall be binding on the Contractor for discharging the obligation of BCGCL in respect of the tax liability to the Contractor.
- 1.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 1.5 Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 1.6 Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BCGCL reserves the right of denial of GST payment if there occurs any hardship to BCGCL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BCGCL before movement of goods starts to enable BCGCL to meet its GST related compliances. Special care should be taken in case of month end transactions.
- 1.7 Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

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- 1.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -
- 1.8.1 Supply of goods and/or services have been received by BCGCL.
 - 1.8.2 Original Tax Invoice has been submitted to BCGCL.
 - 1.8.3 Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - 1.8.4 In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
 - 1.8.5 Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
 - 1.8.6 Respective invoice has appeared in BCGCL's GSTR – 2B for the month corresponding to the month of invoice in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
 - 1.8.7 Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BCGCL.
- 1.9 Any financial loss arises to BCGCL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BCGCL, shall be deducted from contractor's bill or otherwise as deemed fit.
- 1.10 TDS as applicable under GST law shall be deducted from contractor's bill.
- 1.11 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 1.12 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BCGCL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

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- 1.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BCGCL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
- 1.14 Any denial of input credit to BCGCL or arising of any tax liability on BCGCL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
- 1.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BCGCL, BCGCL's decision shall be final and binding on the contractor.

2.0 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BCGCL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the outputs service/goods after price bid opening, the same shall be reimbursed by BCGCL at actual. The reimbursement under this clause is restricted to the direct transaction between BCGCL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BCGCL for reimbursement of tax or reassessment of offer.

3.0 Income Tax:

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill

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PART-I : COMMERCIAL

ANNEXURE - 1.21

FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

(On Chartered Accountant's Letter Head)

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL
CAPABILITY OF THE BIDDER**

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (INR)
Year 1: 2024-25	
Year 2: 2023-24	
Year 3: 2022-23	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	FY Closing as on 31.03.2025
	Amount (INR)
Current Assets	
Current Liabilities	
Working Capital (Current Assets- Current liabilities)	
Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Chartered Accountant]
Name:
Designation:
Seal:
Membership no.:
UDIN No.:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. **This certificate is to be submitted on the letter head of Chartered Accountant.**

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PART-I : COMMERCIAL

ANNEXURE - 1.22

FORMAT FOR BIDDER NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS

(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To ,

.....
.....
.....

NIT NO. :

SUBJECT : TENDER DOCUMENT FOR
.....

Sir ,

We hereby declare that M/s is not under liquidation, court receivership or similar proceedings as on date.

Signature

Name :

Designation :

Seal of the Bidder.

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PART-I : COMMERCIAL

ANNEXURE - 1.23

FORMAT FOR PAST SAFETY RECORD

(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To,

.....
.....
.....

NIT NO. :

SUBJECT : TENDER DOCUMENT FOR
.....

Dear Sir ,

We hereby declare that, we have taken up all safety measures during the past 5 years while executing the works awarded to me.

No deviation and casualty has been found during execution of the contract.

The above information is true and correct to the best of my knowledge and belief.

Signature

Name :

Designation :

Company Name :

Seal of the Bidder :

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PART-I : COMMERCIAL

ANNEXURE - 1.24

FORMAT FOR PAST DAILY / WEEKLY / MONTHLY PROGRESS REPORT

CLIENT

CONSULTANT

CONTRACTOR

PROJECT DETAILS

PROJECT LOCATION

LOA Ref. NO.

PROJECT ZERO DATE

SCHEDULE COMPLETION DATE

PROJECTS & DEVELOPMENT INDIA LIMITED (PDIL)

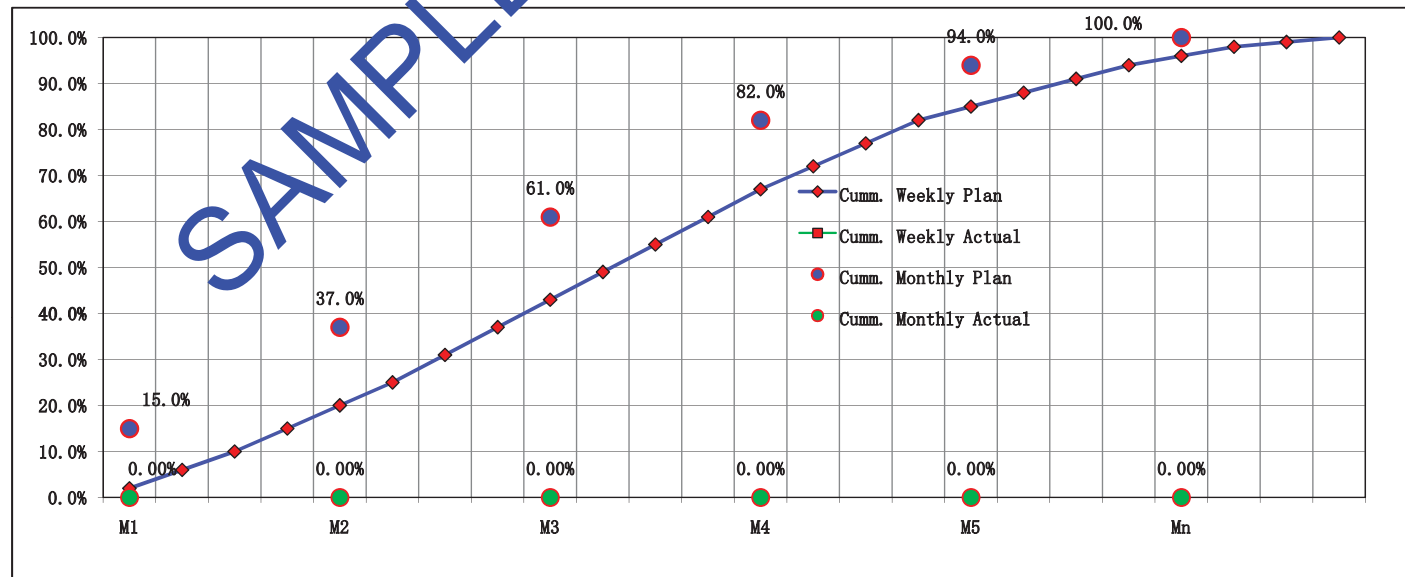
PROJECT STATUS AS OF _____

ANNEXURE NO.	DESCRIPTION
ANNEXURE-1	OVERALL PROGRESS SUMMARY
ANNEXURE-2	ENGINEERING STATUS
ANNEXURE-3	PROCUREMENT STATUS
ANNEXURE-4	CONSTRUCTION PROGRESS STATUS

CLIENT		STATUS AS OF:	
CONSULTANT	PROJECTS & DEVELOPMENT INDIA LIMITED (PDIL)		
CONTRACTOR			
PROJECT DETAILS:			
LOA Ref.			
PROJECT ZERO DATE			
SCHEDULE COMPLETION DATE			

DETAILED OVERALL PROGRESS REPORT

Sr No	Description		WTG	M ₁				M ₂				M ₃				M ₄				M ₅				M _n			
				W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	Wn1	Wn2	Wn3	Wn
1	Engineering	Plan	10%																								
		Actual																									
2	Procurement	Plan	50%																								
		Actual																									
3	Construction	Plan	30%																								
		Actual																									
4	Commissioning (As per System / Stream wise)	Plan	10%																								
		Actual																									
5	TOTAL PROJECT PROGRESS %	Weekly Plan	100%	2.0%	4.0%	4.0%	5.0%	5.0%	5.0%	6.0%	6.0%	6.0%	6.0%	6.0%	5.0%	5.0%	5.0%	3.0%	3.0%	3.0%	3.0%	2.0%	2.0%	1.0%	1.0%		
		Weekly Actual																									
		Cumm. Weekly Plan	100%	2.0%	6.0%	10.0%	15.0%	20.0%	25.0%	31.0%	37.0%	43.0%	49.0%	55.0%	61.0%	67.0%	72.0%	77.0%	82.0%	85.0%	88.0%	91.0%	94.0%	96.0%	98.0%	99.0%	100.0%
		Cumm. Weekly Actual																									
		Cumm. Monthly Plan	100%	15.0%				37.0%				61.0%				82.0%				94.0%				100.0%			
		Cumm. Monthly Actual		0.00%				0.00%				0.00%				0.00%				0.00%				0.00%			



CLIENT
CONSULTANT
CONTRACTOR
PROJECT DETAILS:
LOARef.
PROJECT ZERO DATE
SCHEDULE COMPLETION DATE

PROJECTS & DEVELOPMENT INDIA LIMITED (PDIL)

STATUS AS OF:

ANNEXURE NO. 2

ENGINEERING PROGRESS REPORT FOR																		
ACTIVITY HEAD	S. no.	Description	Documents No	WTG ⁽¹⁾	Progress %	Schedule Date	1ST SUBMISSION			2ND SUBMISSION			3RD SUBMISSION					
							Actual Date	Approval / Comments date	Approval Code	Schedule Date	Actual Date	Approval / Comments date	Approval Code	Schedule Date	Actual Date	Approval / Comments date	Approval Code	Remarks
ENGINEERING	1	Document 1		5.00%														
	2	Document 2		5.00%														
	3	Document 3		5.00%														
	4	Document 4		5.00%														
	5	Document 5		5.00%														
	6	Document 6		5.00%														
	7	Document 7		5.00%														
	8	Document 8		5.00%														
	9	Document 9		5.00%														
	10	Document 10		5.00%														
	11	Document 11		5.00%														
	12	Document 12		5.00%														
	13	Document 13		5.00%														
	14	Document 14		5.00%														
	15	Document 15		5.00%														
	16	Document 16		5.00%														
	17	Document 17		5.00%														
	18	Document 18		5.00%														
	19	Document 19		5.00%														
	20	Document 20		5.00%														
ENGINEERING PROGRESS %				100.00%	0.00%													

(1) Weightages to be assigned as per volume of work

CLIENT
CONSULTANT
CONTRACTOR
PROJECT DETAILS:
LOA Ref.
PROJECT ZERO DATE
SCHEDULE COMPLETION DATE

PROJECTS & DEVELOPMENT INDIA LIMITED (PDIL)

STATUS AS OF:

ANNEXURE NO. 3

PROCUREMENT PROGRESS REPORT FOR																		
ACTIVITY HEAD	S. no.	DESCRIPTION	ITEM NO / ENQUIRY NO	DELIVERY SCHEDULE	LOA NO. & Date	VENDOR NAME	MFG. LOCATION	WTG ⁽²⁾	ACTUAL PROGRESS %	ORDERING 10%		INSPECTION 50%		DISPATCHED 80%		RECEIPT AT SITE 100%		REMARKS
										SCH	ACTUAL	SCH	ACTUAL	SCH	ACTUAL	SCH	ACTUAL	
PROCUREMENT	1	Item1																
PROCUREMENT	2	Item2																
PROCUREMENT	3	Item3																
PROCUREMENT	4	Item4																
PROCUREMENT	5	Item5																
PROCUREMENT	6	Item6																
PROCUREMENT	7	Item7																
PROCUREMENT	8	Item8																
PROCUREMENT	9	Item9																
PROCUREMENT	10	Item10																
PROCUREMENT	11	Item11																
PROCUREMENT	12	Item12																
PROCUREMENT	13	Item13																
PROCUREMENT	14	Item14																
PROCUREMENT	15	Item15																
PROCUREMENT	16	Item16																
PROCUREMENT	17	Item17																
PROCUREMENT	18	Item18																
PROCUREMENT	19	Item19																
PROCUREMENT	20	Item20																
PROCUREMENT PROGRESS %								100%										

(2) Weightages to be assigned as per Cost of Items

SCHEDULE COMPLETION DATE

TOTAL MANOPOWER :

(3) *Weightages to be assigned as per Cost & Effort*

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PART-I : COMMERCIAL

ANNEXURE - 1.25

LIST OF APPROVED BANKS FOR SUBMISSION OF BANK GUARANTEE

	LIST OF APPROVED BANKS FOR SUBMISSION OF BANK GUARANTEE	P-I/Sec.-1.25	0	
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SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. Bhartiya Mahila Bank

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C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. Ratnakar Bank Ltd
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shanghai Banking Corporation Ltd

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12. HSBC Bank Oman S.A.O.G.
13. Societe Generale
14. Sonali Bank Ltd.
15. Standard Chartered Bank
16. J.P. Morgan Chase Bank, National Association
17. State Bank of Mauritius Ltd.
18. DBS Bank Ltd.
19. Bank of Ceylon
20. Bank Internasional Indonesia
21. A B Bank
22. Shinhan Bank.
23. CTBC Bank Co. Ltd.
24. Mizuho Bank Ltd
25. Krung Thai Bank Public Company Ltd.
26. Antwerp Diamond Bank N.V.
27. The Bank of Tokyo-Mitsubishi UFJ Limited.
28. Austalia & New Zealand Banking Group Limited
29. Sumitomo Mitsui Banking Corporation
30. American Express Banking Corporation
31. Common Wealth Bank of Australia
32. Credit Suisse A.G.
33. First Rand Bank Ltd.
34. Industrial & Commercial Bank of China Ltd.
35. JSC VTB Bank
36. National Australia Bank
37. Rabobank International
38. Sberbank
39. UBS AG
40. United Overseas Bank Ltd.
41. Westpac Banking Corporation
42. Woori Bank
43. The Royal Bank of Scotland N.V.
44. Doha Bank Qsc

E. OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd

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PART-I : COMMERCIAL

ANNEXURE - 1.26

FORMAT FOR POWER OF ATTORNEY

POWER OF ATTORNEY
(to be submitted on the Non-Judicial stamp paper)

Tender No.:

Description of work

Name of Bidder: _____

"The undersigned _____ (Name of LEGAL PERSON, i.e. CEO / MD / CHAIRMAN / C&MD / Company Secretary / Partners / Proprietor) is lawfully authorized to issue this POA* on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid, conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney (POA) shall remain valid and in full force and effect before we withdraw it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

(*)

1. In case of a Limited Company, if the POA is issued by other than CEO/MD/ CHAIRMAN /C&MD/Company Secretary, then the P OA must be accompanied by a “ Board Resolution” of the bidder’s company authorizing the “Legal Person” to issue POA.
2. For a Partnership Firm, the P OA must be signed by all Partners and a copy of Partnership Deed of the Company must be enclosed with bid.
3. For a Proprietorship firm, if the bid is signed by any person other than the Proprietor, then legal person shall be the Proprietor of the firm.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON

(FOR SIGNING THE BID)

(Signature)

Name of person: _____

E-mail ID: _____

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PART-I : COMMERCIAL

ANNEXURE - 1.27

FORMAT FOR APPROVAL OF CONSTRUCTION SUB-CONTRACTOR

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(APPROVAL OF CONSTRUCTION SUB-CONTRACTOR)

1)	NAME OF MAIN CONTRACTOR	:	
2)	NAME OF WORK, LOCATION	:	
3)	NAME OF PROPOSED SUB- CONTRACTOR	:	
4)	SCOPE OF WORK PROPOSED TO BE SUB- CONTRACTED (BRIEF)	:	
5)	ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR)	:	
6)	QUALIFYING CRITERIA FOR SUB-CONTRACTOR		
i)	Similar Work experience during last 07 (Seven) years (ending on 31.03.2025) : One (1) Contract of 60% of estimated value of proposed work to be sub-contracted.		
ii)	Maximum Annual Turnover during last 03 (Three) Financial years (i.e. FY 2024-25, FY 2023-24 & FY 2022-23): Not less than 125% of estimated value of proposed work to be sub-contracted.		
7)	DETAILS OF REFERENCE WORK FOR QUALIFYING CRITERIA		
i)	Executed Value (as evidenced by Work Order & Completion Certificate) during the last 07 years.		
ii)	Maximum Annual Turnover during last 03 (Three) Financial years (as evidenced by Balance Sheets for FY 2024-25, FY 2023-24 & FY 2022-23)		

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8)	CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR	
i)	Sl.No. 7(i) > 6 (i)	YES / NO
ii)	Sl.No. 7(ii) > 6 (ii)	YES / NO
9)	Based on above information, we M/s._____ (Name of Main Contractor) propose M/s._____ for mentioned works. We understand that notwithstanding above approval, we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall not absolve/relieve us of our responsibility to complete the work as per the terms and conditions of the Contract. The contractor certifies that the subcontractor is aware of the Site and NIT Conditions.	
Note :	Bidders to fill all the details in the above proforma. Further, Bidder shall also fill-in the details at Sl.No.5 above based on the estimated value of the proposed work to be sub-contracted.	
10)	QUALIFICATION STATUS (TO BE STAMPED BY OWNER) :	

(STAMP & SIGNATURE OF CONTRACTOR)

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PART-I : COMMERCIAL

ANNEXURE - 1.29

FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)

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No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, In partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby Issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is Issued pursuant to Rule 153 (III) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

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

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

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

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

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

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

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

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

a

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'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

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

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

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

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

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above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least

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

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

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

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

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display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

- I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - I. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to subparagraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

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brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

1. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased Indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The

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procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
 Secretary, Department for Promotion of Industry and Internal Trade - Chairman
 Secretary, Commerce—Member
 Secretary, Ministry of Electronics and Information Technology—Member Joint
 Secretary (Public Procurement), Department of Expenditure—Member Joint
 Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

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g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpiit@gov.in

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ANNEXURE II

F. No. DPE/3(3)/10-Fin.
Government of India
Ministry of Finance
Department of Public Enterprises

Block No. 14, CGO Complex,
Lodi Road, New Delhi-110003
Dated the 29th May, 2023

To,

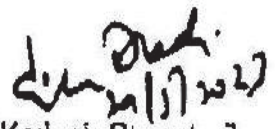
Chief Executives of all CPSEs

Subject:- Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 - regarding

Sir/Madam,

The undersigned is directed to forward herewith a copy of Department of Expenditure O.M. dated 18th May, 2023 on the subject mentioned above for information and strict compliance.

Encl : As stated


(Kailash Bhandari)
Deputy Director
Tel : 2436-6247

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No.F.1/4/2021-PPD
 Government of India
 Ministry of Finance
 Department of Expenditure
 Public Procurement Division

264-C, North Block, New Delhi.
 18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"

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4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference

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above” as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is “MSE Class-I local supplier” - Contract is awarded to L-1.
 - (ii) L-1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier” does not accept the L-1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is “MSE but non-Class-I local supplier” or “Non-MSE but Class-I local supplier” – Contract is awarded to L1.
 - B. L1 is “Non-MSE non-Class-I local supplier” - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only “MSE Class-I local supplier” are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

(DECLARATION BY BIDDER REGARDING LOCAL CONTENT)

To be submitted in Bidders "LETTER HEAD"

To,

M/s BHARAT COAL GASIFICATION & CHEMICALS LIMITED

SUB:

NIT No:

Dear Sir,

We, M/s _____ (**Name of Bidder**) furnishing below the information for claiming our eligibility for Purchase Preference to be accorded by the Owner in term of Order No.P-45021/2/2017-B.E-II dated 04.06.2020 of GOI, issued by DIPP of Ministry of Commerce and Industry and subsequent amendment (if any):

(A) We confirm/certify that the item/s offered under this tender meet the minimum Local content requirement and the minimum Local Content (excluding GST) in the total quoted price(excluding GST) **is not less than _____% of the total quoted price(excluding GST).**

(B) The **details of the location** at which the local value addition is made as follows:

Sl. No.	Item Description	Details of the Location(s) where the local value addition is made
1		
2		
3		
4		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note:

- In case the total quoted price (excluding GST) is less than Rs 10 crore, the bidder is required to provide self-certification regarding their above certification.*
- In case the total quoted price (excluding GST) is more than Rs 10 crore, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies) regarding their above certification.*

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PART-I : COMMERCIAL

ANNEXURE - 1.30

PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

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

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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

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

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

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

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

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

Explanation—

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

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- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- Note :
- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.
9. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I.

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For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-II.

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

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

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

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

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

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UNDERTAKING ON BIDDERS LETTER HEAD

To,

M/s BHARAT COAL GASIFICATION AND CHEMICAL LIMITED

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is:

- (i) Not from such a country []
- (ii) If from such a country, has been registered []

with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

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

We hereby certify that bidder M/s _____ (Name of Bidder) _____ fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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UNDERTAKING ON BIDDERS LETTER HEAD

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s BHARAT COAL GASIFICATION AND CHEMICAL LIMITED

SUB:

TENDER NO:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (*Name of Bidder*) _____ is:

- | | |
|---|----------------|
| (i) not from such a country | [] |
| (ii) if from such a country, has been registered with the Competent Authority. (<i>Evidence of valid registration by the Competent Authority shall be attached</i>) | [] |

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

We further certify that bidder M/s _____ (*Name of Bidder*) _____ will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (*Name of Bidder*) _____ fulfills all requirements in this regard and is eligible to be considered.

Place:
Date:

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

Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Brocasting/ Print and Digital Media
(iii)	Defense
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

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Schedule III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

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Form-II to Section II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB CONTRACTING

To,
M/s BHARAT COAL GASIFICATION AND CHEMICAL LIMITED

SUB: _____

TENDER NO: _____

Ref.: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of D ept of Expenditure, Ministry of Fi nance, Government of India

(<https://doe.gov.in/procurement-policy-division>)

Dear Sir

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

I. Bidder is not from such a country []

II. If the Bidder is from such a country which shares a land border with India, has been registered with the Competent Authority. []
(Evidence of v alid registration by the C ompetent Authority shall be attached)

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

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

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

Place:
Date:

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

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PART-I : COMMERCIAL

ANNEXURE - 1.31

Insurance Surety Bond

**PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s. BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL), [A JV of CIL and BHEL] Lakahnpur, Jharsuguda, Odisha	Insurance Surety Bond No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide DLOA/FOA/GeM Contract No. _____ dated _____ for BHARAT COAL GASIFICATION AND CHEMICAL LTD having registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL (In front, Bandhbahal Colony), Lakhanpur, Jharsuguda-768211, Orissa (herein after called the "BCGCL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify BHARAT COAL GASIFICATION AND CHEMICAL LTD, in case of default.

The said M/s. _____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to BHARAT COAL GASIFICATION AND CHEMICAL LTD that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BHARAT COAL GASIFICATION AND CHEMICAL LTD we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to BHARAT COAL GASIFICATION AND CHEMICAL LTD in such manner as BHARAT COAL GASIFICATION AND CHEMICAL LTD may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing

any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.
4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by BHARAT COAL GASIFICATION AND CHEMICAL LTD in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by BHARAT COAL GASIFICATION AND CHEMICAL LTD. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that BHARAT COAL GASIFICATION AND CHEMICAL LTD at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that BHARAT COAL GASIFICATION AND CHEMICAL LTD may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by BHARAT COAL GASIFICATION AND CHEMICAL LTD. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.
10. Notwithstanding anything contained herein:
- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
b) This Insurance Surety Bond shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of BHARAT COAL GASIFICATION AND CHEMICAL LTD under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name
Designation

Yours faithfully,

Insurer by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Insurer

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety

Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
- e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- f) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR
ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:				
2	VENDOR NAME	:				
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO. / DLOA NO. (WHICHEVER IS APPLICABLE)	:				
5	NATURE OF INSURANCE SURETY BOND	:				
	(Please Tick (√) Whichever is Applicable)		CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT		EARNEST MONEY DEPOSIT (EMD) / BID SECURITY	
6	INSURER DETAILS					
(A)		NAME OF THE CONTACT PERSON				
(B)		EMAIL ID	:			
(C)		ADDRESS	:			
(D)		PHONE NO	:			

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PART-I : COMMERCIAL

ATTACHMENT - 1.32

GENERAL GUIDELEINS FOR BOCW Act & Cess Act

	GENERAL GUIDELINES FOR BOCW	P-I/ Annx.-1.32	0	
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GENERAL GUIDELINES FOR BOCW Act & Cess Act

BOCW Cess is not to be borne by contractor. Hence, contractor to ensure that the amount of BOCW cess is not loaded in the quoted value of the tender.

Bidder may please note that the sub-contractor/bidder of BCGCL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.

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4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

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8.	It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BCGCL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics: i) Number of Building Workers employed during preceding one month. ii) Number of Building workers registered as Beneficiary during preceding one month. iii) Disbursement of Wages made to the Building Workers for preceding wage month. iv) Remittance of Contribution of Beneficiaries made during the preceding month.
9.	BCGCL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BCGCL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10.	It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

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11.	Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BCGCL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BCGCL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12.	The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BCGCL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.