



NOTICE INVITING TENDER

FOR

**CONSULTANCY SERVICES FOR 220 KV SWITCHYARD
EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE,
220 kV CABLING AND ASSOCIATED SYSTEM FOR
PERMANENT GRID POWER REQUIREMENT
2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT
LAKHANPUR, JHARSUGUDA (ODISHA)**

[NIT NO.: PNMM/PC298/E/003]

PREPARED AND ISSUED BY



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

June, 2026

 पी डी आई एल PDIL	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) MASTER INDEX	PNMM/PC298/E/003/MI	0	 BCGCL
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NIT NO. : PNMM/PC298/E/003

NIT DESCRIPTION : CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA)

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1.	SCOPE OF WORK	PC-298-TS-0804
2.	SCHEDULE OF RATES	PC-298-SOR-0804

NOTE: [BIDDER TO QUOTE PRICE IN THE BOQ EXCEL SHEET PROVIDED ALONG WITH NIT AT CPP PORTAL]

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/E/003/P- I/LIB	0	
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LETTER INVITING BID

NIT NO. : PNMM/PC298/E/003

NIT DESCRIPTION : CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT 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.

3.0 SALIENT FEATURES OF NIT

A.	NIT NO.	PNMM/PC298/E/003
B.	Issue Date	02.06.2026
C.	Type of Tender	Open Domestic Competitive Bidding E-Tender (CPP PORTAL)
D.	Type of Bidding System	Two Bid System

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA)	PNMM/PC298/E/00 3/P-I/LIB	0	
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PROJECTS & DEVELOPMENT INDIA LIMITED LETTER INVITING BID				

E.	Last Date & Time for Submission of Technical & Commercial Bid and Priced Bid (ONLINE through CPP)	11.06.2026, at 15:00 hrs. (IST)
F.	Date & Time of opening of EMD and Technical and Commercial Bid	12.06.2026, at 15:00 hrs. (IST), at PDIL, Noida
G.	Earnest Money Deposit (EMD)	₹ 2 lakhs (Rupee Two Lakhs only)
H.	Submission of EMD, in Original, at PDIL Noida	On or before 11.06.2026 at 15:00 hrs. (IST)
I.	Time Schedule	Refer Instructions to Bidders (ITB) Clause No. 6
J.	Address for Communication:	
K.	Projects & Development India Limited (PDIL)	Projects & Development India Limited, Project Management Department PDIL Bhawan, A-14, Sector-1, Noida-201301, Uttar Pradesh
L.	BHARAT COAL GASIFICATION & CHEMICAL LIMITED (BCGCL)	BHARAT COAL GASIFICATION & CHEMICAL LIMITED Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Odisha
M.	Original Documents (in Physical Form) as mentioned at Sl. no. 4.0 below to be submitted at	Projects & Development India Limited, Project Management Department PDIL Bhawan, A-14, Sector-1, Noida-201301, Uttar Pradesh Kind Attention: MS Ritu Agarwal (Deputy General Manager) Tel no. : +91-120-2529842/43/47,51 Extn.:360 Fax no. : +91-120-2529801 E-mail : rituagarwal@pdilin.com ygrao@pdilin.com
N.	Site Address	MCL area, Lakhanpur, Jharsuguda-768211, Odisha
O.	Contact Person for Site visit	Contact Person: Mr. SRIBAS SARKAR Chief Manager(CP) Coal to Chemical Department Business Development Directorate Coal India Limited Kolkata Ph: 033-71104660
P.	NIT overview on website	"Letter Inviting Bid" & "Instruction to Bidders" is available at following websites: PDIL (www.pdilin.com) CPP Portal (www.eprocure.gov.in)

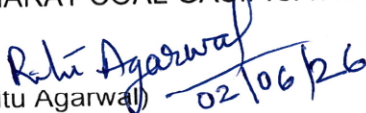
	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED LETTER INVITING BID	PNMM/PC298/E/00	0	
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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) on or before 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 reserve the right to Accept / Reject any or all Bids without assigning any reason whatsoever.

This is not an Order.

Thanking you,

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


(Ritu Agarwal)

Deputy General Manager (M.M.)
Projects & Development India Ltd. (PDIL)

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PART-I: COMMERCIAL

SECTION – 1.0

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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 2000 TPD COAL TO AMMONIUM NITRATE 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 objective of this assignment is to provide Project Management Consultancy (PMC) services for planning, engineering, coordination, statutory clearances facilitation, procurement support, construction supervision, testing and commissioning for establishing electrical infrastructure required for 220 kV overhead transmission line/underground cable for permanent grid power connectivity and Extension of 220 kV GIS/AIS switchyard along with associated electrical systems for the proposed BCGCL project at Lakhanpur, Jharsuguda.

- I. The PMC shall support the Project Owner (BCGCL) in implementation of: 220 kV Double Circuit overhead transmission line and 220 kV Underground Cabling etc. for permanent grid power for the BCGCL plant
- II. Extension of 220 kV GIS/AIS switchyard and associated electrical systems.

Presently, there are following 2 options for permanent grid power for the BCGCL Project:-

- 220 kV Double circuit Line from Grid Substation, Budhipadar to BCGCL Plant alongwith extension of 220 KV AIS Switchyard at Grid Substation, Budhipadar.

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- 220 kV Double circuit Line from Grid Substation, Lephripada to BCGCL Plant, along with stringing of Circuit II from Grid Substation, Budhipadar to Grid Substation, Lephripada.

Out of above two options, one option shall be finalised by Project Owner at later stage in consultation with PMC.

The scope of PMC shall be from Grid Substation(s) to Receiving Gantry and from Receiving Gantry to Main Substation within Plant Battery limit (upto termination to Main Substation GIS Incoming Feeders). Plot Plan indicating tentative location of Receiving Gantry (marked as Switchyard) and Main Substation attached for reference.

220 KV Cables shall be considered from Receiving Gantry to Main Substation.

[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.

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 upto 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

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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 COMPLETION PERIOD

- 6.1 Bidder shall be required to complete the WORK under the CONTRACT so as to achieve the Guaranteed Completion Date in accordance with the following milestones:
- 6.2 Schedule Completion period shall be 27 Months. (24 months – Construction phase)
- 6.3 The “Effective Date of Contract (EDC)” shall be the date of issuance of LOA (Letter of Acceptance) by the OWNER / CONSULTANT.
- 6.4 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.

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 favour 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.

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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 **Ten (10) years** ending 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 **₹ 100 Lakh.**
OR

Two completed Similar Works each works with contract value (Ex.GST) not less than **₹ 63 Lakh.**

OR

Three completed Similar Works each works with contract value (Ex.GST) not less than **₹ 50 lakh.**

“Cost of previous completed work(s) shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Adjustment will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.”

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*Similar Works means :	The bidder must have successfully completed Project Manage Consultancy (PMC) / Engineering Consultancy / Owner's Eng services for either of the following works involving voltage levels o kV or above: Electrical transmission line projects; OR Installation and/or extension of Electrical substations along transmission lines.
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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:

- LOI/LOA/Work Order with full technical details including Detailed Scope of the Work and Completion Period.
- Completion Certificate regarding satisfactory completion issued by OWNER# indicating LOI/ LOA / Work Order no., Name of Work, Contract Value, Scope of Work, Contract period and actual Date of Completion.

#OWNER shall mean the entity who has issued the LOI/LOA/Work order.

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 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 and Notary Public with legible stamp.**

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 bidder meeting the requirement as per clause above experience criteria should be at least **Rs. 38 Lakh.**

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8.2.2 Net Worth of the Company should be Positive during the last financial year ending **31st March 2025.**

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.**

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-1.12**), 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.**

8.3 PRE-QUALIFICATION CRITERIA (PQC) FOR START-UPS

The Technical and Financial PQC as stipulated above shall also be applicable for start-ups.

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.

- 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 favour 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, Bidder has the option to submit in the forms described above in clause no. 9.1. i) (a) to (c) or in the form of Bank Guarantee (as per Annexure 1.5) from Scheduled Bank (as per Annexure 1.14) (along with the Offer). The Bank Guarantee in such cases shall be valid for at least

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six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.

- 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/ ~~FDR/ Insurance Surety Bonds~~, 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/ ~~FDR~~ shall be retained by BCGCL until the receipt of the Security Deposit.

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

9.1.6 MSEs (Micro & Small Enterprises) are also exempted from submission of EMD in accordance with the provisions of PPP-2012. However, Traders/Dealers/Distributors/Stockiest/Wholesaler is not entitled for exemption of EMD.

9.1.7 The bidders shall submit the following documents in support of claiming the exemption of EMD:

9.1.8 a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or

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Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or MSEs who are having Udyam Registration Certificate or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- b) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.

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 & Integrity Pact**, at following address.

The envelope shall be super scribed with:

**"TENDER DOCUMENTS FOR CONSULTANCY SERVICES FOR 220 KV SWITCHYARD
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ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD
COAL TO AMMONIUM NITRATE PROJECT 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.: Ms. RITU AGARWAL, Deputy General Manager

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Tel no. : +91-120-2529842/43/47,51 Extn.:360

Fax no. : +91-120-2529801

E-mail : rituagarwal@pdilin.com

- 9.3 The bid must be accompanied by EMD in Original along with No Deviation Certificate, Self declaration of Local Content & Integrity Pact. The OWNER / CONSULTANT allows only those bids to be opened whose EMD in Original along with No Deviation Certificate, Self declaration of Local Content & Integrity Pact (in physical form at PDIL) has been received by the CONSULTANT on or before the bid due date, provided the scanned copies of the same have been uploaded on the CPP Portal by the bidder.
- 9.4 The EMD of Unsuccessful Bidders will be returned by OWNER / CONSULTANT without any interest to the unsuccessful bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER / CONSULTANT, whichever is later. Bidders may indicate the name and address in whose favour the said EMD shall be returned.
- 9.5 The Successful Bidder's EMD will be discharged by OWNER (BCGCL) / CONSULTANT (PDIL) upon the Bidder accepting the LOA/ signing the Contract and furnishing the Security Deposit.
- 9.6 The EMD shall be forfeited and appropriated by OWNER / CONSULTANT in regard to the NIT without prejudice to any other right or remedy to OWNER under the following conditions:
- If a Bidder withdraws his Bid during the validity or extended validity period.
 - If the bid is varied or modified in a unilaterally by the bidder during the validity or extended validity period.
 - Any effort by the bidder to influence the OWNER on bid evaluation, bid comparison or contract award decision.
 - In the case of a successful Bidder, if the Bidder fails to duly sign the CONTRACT within the stipulated timeframe, and/or meet the stipulations for signing the CONTRACT within the said timeframe.

OR

If the successful bidder is seeking modifications to the agreed terms and conditions after issue of Letter of Acceptance ("LOA") and prior to signing of the Contract.

OR

If the successful bidder fail to furnish Security Deposit within 30 days of issuance of the LOA.

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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 Any bid not containing sufficient descriptive material to describe accurately the process details, functioning of various sections of the Plants, equipment proposed and other necessary details may be treated as incomplete and hence rejected. Such descriptive material and drawings submitted by the Bidder will be retained by the OWNER. Any major deviation from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the OWNER.
- 12.2 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.

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12.3 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.

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

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

12.4.2 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 EMD in Original along with No Deviation Certificate Self declaration of Local Content & 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.

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- 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.

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

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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.

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 Lakahnpur, 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 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 bidders 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 PUBLIC PROCUREMENT (Preference to MAKE IN INDIA (MII))

For implementing the Policy related to 'Public Procurement (Preference to Make in India) order, 2017 (PPP-MIL Order), Department of Industrial Policy and Promotion of Ministry of Commerce and Industry, Govt. Of India has issued an order dated 19.07.2024 in this regard (copy enclosed at **Annexure-1.15**). The aforementioned orders, inter-alia, contain Purchase Preference and other procedures/requirement to be followed while finalizing the tender and during the execution of the contract. The bidders shall apprise themselves of the provisions and required to comply with these applicable requirement/provisions.

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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.

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 taxes & duties, levies, Cess cost for License/permits etc. including but not limited to custom duty, personnel and corporate tax, Cess except GST/Custom Duty. GST amount paid by the Bidder shall be reimbursed at actual by the owner limited to the amount as per the bid.
- 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 5.0 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

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- (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-1.11 of Part-I (Commercial) for General Guidelines for Goods & Service Tax (GST).

- 19.4 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:
- 19.4.1 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 there under.
- 19.4.2 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.
- 19.4.3 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.
- 19.4.4 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.

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- 19.4.5 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.
- 19.4.6 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.
- 19.4.7 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.
- 19.4.8 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:
- Number of Building Workers employed during preceding one month.
 - Number of Building workers registered as Beneficiary during preceding one month.
 - Disbursement of Wages made to the Building Workers for preceding wage month.
 - Remittance of Contribution of Beneficiaries made during the preceding month.
- 19.4.9 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.
- 19.4.10 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

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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.

19.4.11 Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BCGCL as per sub-clause 19 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.

19.4.12 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.

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:-

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- (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,
 - 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 Original along with No Deviation Certificate Self declaration of Local Content & Integrity Pact in physical form only at the address mentioned at Clause 9.0 of Instruction to Bidders.

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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.
- 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.

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- 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.
- 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

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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.
- 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.

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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 favour of Experience Criteria 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 favour of Financial criteria Annual audited Report (Balance Sheet and P&L statements) for the last three financial years i.e. 2022-23, 2023-24 and 2024-25 . 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.	Format for Financial Capability of Bidder as per Annexure-1.12

SECTION-II : TECHNICAL AND COMMERCIAL BID

i)	Photocopy of Earnest money Deposit (EMD)
ii)	Tender Acceptance Letter as per Annexure-1.1
iii)	Commercial Questionnaire as per Annexure-1.2
iv)	No Deviation Certificate as per Annexure-1.3
v)	Contents of Bid and Check List as per Annexure-1.4
vi)	A declaration shall be submitted as per Annexure-1.7 to the effect that Bidder have or had not been banned or blacklisted/del-listed by any PSU / Government

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	Organizations.
vii)	Declaration by Bidder regarding Bidding Document as per Annexure-1.9
viii)	EFT details as per Annexure-1.10
ix)	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-1.13
x)	Declaration by bidder regarding local content (Preference to Make in India) as per Annexure-1.15
xi)	Undertaking by bidder regarding provision for procurement from a bidder which shares a land border with India as per Annexure-1.16
xii)	Integrity Pact as per Annexure-1.18
xiii)	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.
xiv)	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] Also Bidder to submit signed and stamped copy of Schedule of Rates (SOR) mentioned at Part-II Technical.
xv)	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.
xvi)	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:

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(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 Bill of Quantities (BOQ) given along with the Bidding Documents. This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

21.5.3 Prices must be strictly filled in format for "Bill of Quantities" enclosed along with the bidding document. 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.

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 along with No Deviation Certificate, Self declaration of Local Content & Integrity Pact has been received on or before 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

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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)/~~Insurance-Surety~~ submitted by Bidder against EMD, with respect to:

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

In case the BG/~~Insurance-Surety Bond~~ submitted by the Bidder against EMD is not as per the requirement of NIT with respect to the above mentioned parameters. The OWNER / 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.

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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:

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:

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.
- i) In case of any difference in the Quoted Rates in Figures and in Words, the Quoted in Words shall prevail.
- ii) All errors in totaling of the amount column and in carrying forward total shall be corrected.
- iii) If there is an error in a total corresponding to the addition or subtraction of
- iv) Subtotals, the subtotals shall prevail and the total shall be corrected.
- v) If there is a discrepancy between words and figures, the amount in words shall
- vi) prevail, unless the amount expressed in words is related to an arithmetic error,
- vii) in which case the amount in figures shall prevail subject of (2) and (3) above.
- viii) If there is such discrepancy in an offer, the same shall be conveyed to the
- ix) bidder with target date up to which the bidder has to send his acceptance on
- x) the above lines and if the bidder does not agree to the decision of the
- xi) Purchaser, the bid is liable to be ignored.

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The amount stated in the Bill of Quantities (BoQ) will be adjusted in accordance with the above procedure for the correction of errors. If the Bidder does not accept the derived corrected value, the 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.

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.

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- 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.

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%.

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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 Price in the BoQ [in the form of Excel Sheet (Total Lumpsum Price of BoQ1) plus charges towards GST]. 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 Part-II, Technical.**

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 derived as below:

Total Evaluated Price = [Total Lumpsum Price of BoQ1 plus charges towards GST]. Reimbursement of GST shall be based on the actual GST invoice submitted by the Contractor (@18%) maximum.

Contract shall be awarded on Total L1 Evaluated Price.

30.2.2 If two or more bidders emerge as the Lowest evaluated bidders after evaluation, in such an event, Revised Total Evaluated Price (which should be lower than Original Quoted

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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.

30.5 PRICE ESCALATION

Cost of previous completed work(s) shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which bid has been invited. Adjustment will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

31.0 PRICE VARIATION

The Bidder shall quote firm rate/prices in the “**Bill of Quantities (BoQ)**”. 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 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.

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

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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 regards whatsoever.

37.0 SECURITY DEPOSIT

37.1 As a Contract Security, a successful Bidder, to whom the work is awarded, shall be required to furnish a Security Deposit in the form attached as Annexure-1.6 within thirty (30) days of issuance of LOA. This Bank Guarantee shall be an irrevocable Bank Guarantee, issued by any scheduled nationalized bank on a non judicial stamp paper of appropriate value. The Bank Guarantee amount shall be equal to Five per cent (5%) of the TOTAL CONTRACT PRICE and it shall guarantee the faithful performance of the CONTRACT in accordance with the terms and conditions specified in these documents and specifications. The Security Deposit shall be valid for a period till Project Completion Date / Preliminary Acceptance of Work by OWNER plus Defect Liability Period (DLP) of 12 months plus a claim period of 06 months. In case of breach of contract the guarantee amount shall be payable to the OWNER without any conditions whatsoever.

37.2 Failure of the successful Bidder to comply with the requirement of Clause 37.1 hereof shall constitute sufficient grounds for forfeiture of Bid Security / EMD without prejudice to its rights and remedies as set forth in this NIT or otherwise in law.

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

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

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

Payment of supplier / contractor / service provider / consultant shall be processed only after 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

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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 1.18, (executed on plain paper) and submit the same duly signed on all pages by the bidder's authorized signatory along with the EMD in Original. In case, Annexure-1.18 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 Kuma 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).

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- c) 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.
- 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

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

47.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY

“Purchase preference” to Central government public sector Undertaking, Local Content (PP-LC) bidders) shall be allowed as per Government instructions in vogue.

The **“PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY”** is enclosed as Annexure 1.15.

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

In line with Department of Expenditure's O.M.No. F.6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 1) dated 23.07.2020, O.M. No.F.7/10/2021-PPD (1) 23.02.2023. and subsequent orders, bidder to submit Certificate as per Form I, II & III enclosed as Annexure 1.16.

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

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

Further, the Startups are also exempted from submission of EMDs.

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



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PART-I: COMMERCIAL

SECTION – 2.0

GENERAL CONDITIONS OF CONTRACT

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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”** means any person, firm or company invited to submit their tenders; including their authorised representative for the work.

ii-“Bid/Tender” 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, LOA.
- 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 Acceptance 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.

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- 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.
- i. **“Principal Rotating Equipment”** shall mean those items of equipment comprising of centrifugal compressors, steam turbines, high pressure boilers feed pumps, from 3300 volts electric motors, turbine generator, diesel generator and gear boxes associated with any of these equipment.
- 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.

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- 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 / Work Order / Contract”** 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 Acceptance**) 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. **“Project”** shall mean the work under the contract.
- Z4. **AGREEMENT** means the agreement concluded on non-judicial stamp paper between BCGCL and CONTRACTOR for Services as per this Bid document.
- Z5. **BCGCL/OWNER** shall mean BHARAT COAL GASIFICATION & CHEMICALS LIMITED and shall include their, heirs, legal representatives, successors and permitted assigns.

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- Z6 BCGCL 'S REPRESENTATIVE** means the person appointed or authorized from time to time by BCGCL for execution of the contract.
- Z7 SIGN OFF** means a recorded statement for completion of a milestone/major activity by Contractor as envisaged in this document and accepted by PDIL/BCGCL.
- Z8 CONTRACT** shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- Z9 SERVICES** mean the duties to be performed and the services to be rendered by Contractor according to the terms and conditions of the Contract.
- Z10 HEADINGS** the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.
- Z11 SINGULAR AND PLURAL WORDS** importing the singular only also include the plural and vice versa where the context requires.

ARTICLE-2: PERFORMANCE OF DUTIES AND SERVICES BY CONTRACTOR

Contractor shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Contractor shall in all professional matters act as a faithful advisor to OWNER / CONSULTANT, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Contractor, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Contractor shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

Contractor will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of OWNER.

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 contractor's appointed by the Owner for the Plant and agrees to exchange technical

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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 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. 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 Acceptance /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.

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- 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.

ARTICLE-4: OWNER'S REPRESENTATIVE/CONSULTANT

OWNER / CONSULTANT shall nominate its Representative(s) who shall be entitled to act on behalf of OWNER / CONSULTANT with respect to any decision it is empowered to make. The bill / invoice of Contractor will be certified for payment by such representatives.

- 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-34 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: CONTRACTOR'S REPRESENTATIVE

Contractor shall nominate a qualified and experienced person as its Representative who will be the contact person between OWNER / CONSULTANT and Contractor for

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the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Contractor shall notify OWNER / CONSULTANT in writing prior to the appointment of a new representative. Contractor's Representative may be replaced only with OWNER / CONSULTANT's consent after getting approved his CV's from OWNER / CONSULTANT.

OWNER / CONSULTANT shall be at liberty to object to any nomination and to require Contractor to remove Contractor's representative for good causes. Contractor shall replace immediately such person by competent substitute at no extra cost to OWNER.

Contractor's Representative shall be entitled to act on behalf of Contractor with respect to any decisions to be made under the Contract.

ARTICLE-6: CONTRACTOR TO INFORM HIMSELF FULLY

The contractor shall be deemed to have carefully examined the specifications, schedules and drawings and also to have satisfied himself as to the nature and character of the work to be executed and, the Site conditions and other relevant matter in detail, before entering in to the contract. No claim whatsoever, if subsequently made in this regard, shall be entertained by the owner/consultant.

ARTICLE-7: SECURITY DEPOSIT

- 7.1 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.
- 7.2 The security Deposit shall be furnished before start of the work by the contractor.
- 7.3 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 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

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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:

- 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.
- 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

7.4 The Security Deposit shall not carry any interest.

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

- The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- 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.
- 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.

7.6 The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + 3 months.

7.7 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.

7.8 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.

7.9 BANK GUARANTEES

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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-8: 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).

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- 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 9: CONFIDENTIALITY

Contractor shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by OWNER/PDIL without the prior written consent of the latter.

Contractor further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Contractor shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 10: TAXES AND DUTIES

Statutory variation in taxes and duties, if any, within the contractual completion period shall be borne by OWNER. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

Contractor will not claim from OWNER any taxes paid by him.

OWNER shall deduct Income tax at source at applicable rates.

ARTICLE 11: RESOLUTION OF DISPUTES / ARBITRATION

11.1 BCGCL/PDIL and Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

11.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator. BCGCL shall suggest a panel of three independent and distinguished persons to the other party (Contractor) to select any one among them to act as the sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and BCGCL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the BCGCL on the appointment of Sole Arbitrator shall be final and binding on the parties. The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-

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under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

- 11.3 Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 12: LEGAL CONSTRUCTION

- 12.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

ARTICLE 13: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 13.1 BCGCL/PDIL may suspend in whole or in part – the performance of services of Contractor any time upon giving not less than fifteen (15) days' notice.
- 13.2 Upon notice of suspension, Contractor shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 13.3 Upon suspension of the performance of services, Contractor shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 13.4 By fifteen days prior notice, BCGCL /PDIL may request Contractor to resume the performance of the services, without any additional cost to BCGCL.
- 13.5 In case of suspension of work by Contractor on PDIL/ BCGCL's request for more than 10 days, demobilization and remobilization charges will be paid to Contractor as per Schedule of Rates.
- 13.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 16 hereunder.

ARTICLE-14: 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 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

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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-15: 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-16: 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

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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-17: 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-16 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.

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ARTICLE-18: 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 labours 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-19: 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.

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- 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-20: LIABILITIES

20.1 Without prejudice to any express provision in the contract, Contractor shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

20.2 Contractor shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

20.3 The amount of liability will be limited to 10% of the contract value

ARTICLE-21: 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 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

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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.
- e. Within (7) seven days from the date of receipt of LOA/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.

ARTICLE-22 LIQUIDATED DAMAGES (LD) 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' 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 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.

ARTICLE 23: ASSIGNMENT

Contractor shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of OWNER which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Contractor only.

ARTICLE-24: COMPLETION TEST

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

ARTICLE-25: 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.

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- 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 owner 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.
- f. 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.

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ARTICLE-26: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 26.1 OWNER / CONSULTANT may suspend in whole or in part – the performance of services of Contractor any time upon giving not less than fifteen (15) days' notice.
- 26.2 Upon notice of suspension, Contractor shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 26.3 Upon suspension of the performance of services, Contractor shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 26.4 By fifteen days prior notice, OWNER / CONSULTANT may request Contractor to resume the performance of the services, without any additional cost to OWNER.
- 26.5 In case of suspension of work by Contractor on OWNER / CONSULTANT's request for more than 10 days, demobilization and remobilization charges will be paid to Contractor as per Schedule of Rates.
- 26.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 16 hereunder.

ARTICLE-27: 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

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indicated in the form of schedule of rates and/or of a value below the total contract value indicated in the work order.

ARTICLE-28: TERMINATION OF CONTRACT

Termination for Default

OWNER / CONSULTANT reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Contractor fails to perform any obligation(s) under the CONTRACT and if Contractor, does not cure his failure within a period of 30 days (or such longer period as OWNER / CONSULTANT may authorise in writing) after receipt of the default notice from OWNER / CONSULTANT.

Termination for Insolvency

OWNER / CONSULTANT may at any time terminate the CONTRACT by giving written notice without compensation to Contractor, if Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OWNER / CONSULTANT.

Termination for convenience

OWNER / CONSULTANT may by written notice sent to Contractor, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by OWNER till the date upon which such termination becomes effective.

- 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

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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-29: OVERALL CEILING ON TOTAL LIABILITY

29.1 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.

29.2 Except for criminal negligence or wilful 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 clause 29.1 above.

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ARTICLE-30: 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-31: OBSERVANCE AND COMPLIANCE OF STATUTORY RULES/ LAWS

- a. The rights and obligations of owner and contractor and provisions of the agreement shall be governed by the Indian Laws.
- 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

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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 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.

ARTICLE-32 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 Code on Wages 2019 (Wage Code) 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.

ARTICLE-33 PROVIDENT FUND

The contractor will also strictly observe the provisions of employees 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.

Contractor shall be responsible to observe and comply with all statutory requirements in line with Industrial Relation Code 2020 (IR Code), Code on Social Security 2020 (SS Code) and Occupational Health and Safety Conditions Code 2020 (OSH Code). OWNER / CONSULTANT shall be kept indemnified against any action brought against it for any violation/

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non compliance of any Act, Rules and Regulations as mentioned above .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. I. 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 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-34: RESOLUTION OF DISPUTES/ARBITRATION

34.1 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.

34.2 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**.

34.4 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.

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e) The Law governing the substantive issues between the parties shall be the Laws of India.

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

ARTICLE- 35: 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- 36: 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-37: 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-38: 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.

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ARTICLE-39: 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 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-40: 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 41: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 42: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma annexed within 10 days from the date of receipt of FOA (Fax of Acceptance) / DLOA (Detailed Letter of Acceptance), the cost of stamp paper is to be borne by Contractor, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 43: FORCE MAJEURE

Shall mean and be limited to the following:

- War/hostilities
- Riot or Civil commotion
- Earthquake, flood, tempest, lightening or other natural physical disaster.
- Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Contractor.

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Contractor shall advise OWNER / CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, OWNER reserves the right to cancel the Contract and the provisions governing termination stated under Article 26 shall apply.

For delays arising out of Force Majeure, Contractor shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor Contractor shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Contractor shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Contractor or the OWNER / CONSULTANT shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Contractor.

ARTICLE 44: NOTICES

44.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

44.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE 45: ACQUISITION OF DATA

If required, Contractor shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. OWNER / CONSULTANT, if requested in writing by Contractor, may assist the Contractor in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the Contractor.

ARTICLE 46: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract. No deviation from such conditions shall be made without OWNER / CONSULTANT agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Contractor pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by OWNER / CONSULTANT are guaranteed to be of the best quality of their respective kinds. Contractor shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the

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rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE 47: ASSIGNMENT

Contractor shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of BCGCL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Contractor only.

ARTICLE 48: INDUSTRIAL AND INTELLECTUAL PROPERTY

48.1 In order to perform the services, Contractor must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep BCGCL harmless and indemnify BCGCL /PDIL from and against claims, proceedings, damages, costs and expenses.

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PART-I: COMMERCIAL

SECTION – 3.0

SPECIAL CONDITIONS OF CONTRACT

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6. LIABILITY OF GOVERNMENT OF INDIA
7. CONTRACTOR'S OBLIGATION
8. INSURANCE
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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, scope of Services and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.7 Any work, though not specifically detailed out in this document, but needed for effective completion of job shall also be deemed to be included in the scope of the Contractor.
- 1.8 Contractor shall perform the work promptly in an efficient, orderly and workmanlike manner and shall deploy necessary qualified and skilled persons according to the requirement of the work, enforce discipline and order among its employee and observe the safety and security instructions of Owner while operating at the site. Owner reserves the right to accept or replace the Contractor Project Coordinator, site in charges or any other manpower depending upon the requirements.

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- 1.9 Contract value/Contract price shall mean Total Contract Price Quoted by the bidder for the complete scope of work.

1.10 Order of Precedence

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

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. Part II (Technical) of the NIT document including Amendments, if any to the NIT Documents
7. E-mails exchanged with CONTRACTOR enclosing technical documents.
8. Instruction to Bidders including Amendments, if any, to the NIT Document
9. SPECIAL CONDITIONS OF CONTRACT including Amendments, if any, to the NIT Document
10. Technical Specifications and Drawings including Amendments, if any, to the NIT Documents
11. GENERAL CONDITIONS OF CONTRACT including Amendments, if any to the NIT Document

2.0 Completion period:

- 2.1 Schedule Completion period shall be 27 Months (24 months – Construction phase).
- 2.2 The "Effective Date of Contract (EDC)" shall be the date of issuance of LOA (Letter of Acceptance) by the OWNER / CONSULTANT.
- 2.3 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.

3.0 Payment Terms

- 3.1 12% of Lumpsum Fee shall be paid after Submission of complete Bid Documents i.e Technical Specifications and Scope of Work, Commercial Part of Bid, BOQ etc. & Detailed

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cost estimates with basis and issuance of Tender for all Packages excluding 220 kV Cables .

- 3.2 10% of Lumpsum Fee shall be paid after Award of Contract to EPC Contractor for all Packages excluding Supply of 220 kV Cables.
- 3.3 2% of Lumpsum Fee shall be paid after Submission of complete Bid Documents i.e Technical Specifications and Scope of Work, Commercial Part of Bid, BOQ etc. & Detailed cost estimates with basis and issuance of Tender for Supply of 220 kV Cables .
- 3.4 1% of Lumpsum Fee shall be paid after Purchase Order for Supply of 220 kV Cables.
- 3.5 10% of Lumpsum Fee shall be paid based upon on progress of EPC Contractor for Extension of Bays in Grid Substation.
- 3.6 55% of Lumpsum Fee shall be paid based upon on progress of EPC Contractor for 220 KV Transmission Line & 220 kV Cabling or 65% of Lumpsum Fee shall be paid based upon on progress of EPC Contractor for 220 KV Transmission Line & 220 kV Cabling (in case SI No. 5 not applicable).
- 3.7 5% of Lumpsum Fee shall be paid on commissioning of Extension of Bays in Grid Substation (if applicable) , 220 kV Transmission Line & 220 kV Cables and Associated System (complete in all respect).
- 3.8 5% of Lumpsum Fee shall be paid on closure of Contract.
- 3.9 Payment against Man-months shall be on monthly basis. 95% of Man-months rate shall be payable. Balance 5% shall be paid on closure of Contract.

3.3 Mode of Payment:

All Bills/Invoices of Contractor shall be vetted by PDIL before payment thereof from OWNER. Contractor shall render all data/documents to the satisfaction of OWNER/CONSULTANT for enabling them to review & certify the Bills/Invoices as good for payment.

OWNER shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of Contractor's Bankers shall be to the Contractor's account.

- 3.4 Payment shall be released within 45 days from the date of receipt of acceptance of invoice duly certified by EIC (Engineer-in-Charge) in Finance Department.

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4 SUBMISSION OF FINAL BILL/ CORRESPONDENCE

- 4.3 The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:
- Job completion certificate.
 - No claim certificate on OWNER's prescribed proforma.
- 4.4 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.
- 4.5 In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, OWNER/CONSULTANT shall be fully entitled to withhold payment of final bill pending finalization of such claims.
- 4.6 Invoice for payment against Work Order /Contract shall be addressed to OWNER/CONSULTANT. The WORK Order/Contract number shall be shown on all invoices and communications.
- 4.7 All correspondence from Contractor shall be forwarded in duplicate (2 copies) to PDIL and 02 copies to Owner at following addresses:

CONSULTANT	OWNER
Projects & Development India Ltd. Mr. D.K.Verma, Project Manager, PDIL Noida. Tel no.: + 91-120-2529842 / 43 / 47 / 51 / 53 / 54, Ext. 312 E-mail:	Bharat Coal Gasification & Chemical Ltd. Mr. SRIBAS SARKAR, Chief Manager(CP) Coal to Chemical Department Business Development Directorate Coal India Limited Kolkata. Tel no.: +91- 033-71104660 E-mail:

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- 4.8 In the event that the actual requirement during project execution (within and beyond the stipulated 24 months – Construction phase) exceeds the tentative estimate of 48 man-months, the Consultant shall be entitled to additional payment for the extra man-months deployed, at the unit rates quoted in the bid subject to approval of BCGCL. The extra man-month deployed payment will only be admissible if the delay is not attributable to PMC.

5.0 STATUTORY VARIATION IN TAXES AND DUTIES

- 5.1 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.
- 5.2 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.
- 5.3 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.

6.0 Liability of Government of India:

It is expressly understood and agreed by and between Bidder or/Contractor and M/s BHARAT COAL GASIFICATION & CHEMICALS LIMITED (BCGCL), and that M/s BHARAT COAL GASIFICATION & CHEMICALS LIMITED (BCGCL), 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

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agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s BHARAT COAL GASIFICATION & CHEMICALS LIMITED (BCGCL) is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/ Contractor expressly agrees, acknowledges and understands that M/s BHARAT COAL GASIFICATION & CHEMICALS LIMITED (BCGCL) is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

7.0 CONTRACTOR'S OBLIGATION

- a) Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- b) Special safety equipment e.g. safety belts, helmets, hand gloves, goggles, safety Shoes etc. shall be provided to the personnel engaged by the Contractor.
- c) In case of accident, injury and death caused to the employee of the Contractor while executing the Work under the contract, the AGENCY shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OWNER/CONSULTANT from such liabilities.
- d) The Contractor shall also undertake to obtain necessary group insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- e) The Contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The Contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- f) No employees or person of Contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the OWNER/CONSULTANT will terminate the contract immediately and may refer the case to police.

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- g) The Contractor hereby agrees to indemnify OWNER/CONSULTANT and harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority / statutory authorities against OWNER/CONSULTANT.

8.0 INSURANCE

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

9.0 TERMS AND CONDITIONS

9.1 Deleted

9.2 Contractor shall take approval from OWNER/CONSULTANT /CONSULTANT before deploying the qualified and experienced personnel on its direct payroll. Contractor shall also submit deploying employees.

9.3 Contractor shall deploy adequate number of qualified and experienced personnel on its direct payroll, e.g. professional engineers, subordinate engineering personnel, etc. and other specialists of appropriate levels to ensure Quality in all stages and aspects as per best engineering practices, requirement of codes, standards, specifications, timely & expeditious completion of the project and Economize project expenses. The team should be dedicated to OWNER project.

9.4 Contractor shall adhere to project schedule.

9.5 All recommendations related to Survey report shall be prepared by Contractor after being duly reviewed and approved at requisite level at Contractors's end and then the signed copy is to be forwarded to PDIL through covering letter. AGENCY to proceed further only after receipt of approval of recommendation from OWNER/CONSULTANT.

9.6 OWNER/CONSULTANT will assign the nodal persons for this job with whom AGENCY will coordinate for day to day activities.

9.7 Contractor shall perform the work under this CONTRACT with diligence and conforming to the best international practices available. Further, the Contractor shall perform their obligations conforming to rules, regulations and procedures prescribed by law of the land.

9.8 Contractor shall attend and provide its feedback in Review Meetings undertaken by OWNER/CONSULTANT, which shall be attended by the AGENCY's personnel at appropriate level.

9.9 Contractor shall not without the prior written consent of OWNER be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

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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,

- 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).
- 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.
- The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- I / we hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
- 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

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA)	PNMM/PC298/E/00 3/P-I/ Annx.-1.2		0	
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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 - Bidder shall submit signed and stamped UNPRICEDCOPY 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) mentioned at Part-II Technical.	
6.	Please confirm your compliance to total scope of work mentioned in the Bidding Document. CONTRACTOR's	

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Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
	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 the date of opening of Technical and Unpriced Commercial Bid.	
10.	Please confirm EMD Validity as Bid Validity (120 Days) plus 60 Days.	
11.	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.	
12.	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.	
13.	Please confirm that you have proposed adequate project / site organization with qualified supervisory personnel having sufficient experience.	
14.	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.	
15.	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.	
16.	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.	

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Sl. No.	OWNER'S/PDIL'S QUERY	BIDDER's REPLY / CONFIRMATION
17.	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.	
18.	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.	
19.	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 :

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/E/0 03/P-I/ Annx.-1.3	0	
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PART-I : COMMERCIAL

ANNEXURE-1.3

NO DEVIATION CERTIFICATE

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR NO DEVIATION CERTIFICATE	PNMM/PC298/E/0 03/P-I/ Annx.-1.3	0	
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		Page 2 of 2		

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

DECLARATION

- 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.**
- 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 :

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/ E/003/P-I/ Annx.-1.4	0	
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PART-I : COMMERCIAL

ANNEXURE-1.4

CONTENTS OF BID AND CHECK LIST

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR CONTENTS OF BID & CHECK LIST	PNMM/PC298/ E/003/P-I/ Annx.-1.4	0	
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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 favour of Experience Criteria 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 favour of Financial criteria Annual audited Report (Balance Sheet and P&L statements) for the last three financial years i.e. 2022-23, 2023-24 and 2024-25 . 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)	Format for Financial Capability of Bidder as per Annexure-1.12	☐

SECTION-II : TECHNICAL AND COMMERCIAL BID:

S.NO.	DESCRIPTION	SUBMITTED
i.	Photocopy of Earnest money Deposit (EMD)	☐
ii.	Tender Acceptance Letter as per Annexure-1.1	☐
iii.	Commercial Questionnaire as per Annexure-1.2	☐
iv.	No Deviation Certificate as per Annexure-1.3	☐
v.	Contents of Bid and Check List as per Annexure-1.4	☐

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR CONTENTS OF BID & CHECK LIST	PNMM/PC298/ E/003/P-I/ Annx.-1.4	0	
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S.NO.	DESCRIPTION	SUBMITTED
vi.	A declaration shall be submitted as per Annexure-1.7 to the effect that Bidder have or had not been banned or blacklisted/del-listed by any PSU / Government Organizations.	☐
vii.	Declaration by Bidder regarding Bidding Document as per Annexure-1.9	☐
viii.	EFT details as per Annexure-1.10	☐
ix.	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-1.13	☐
x.	Declaration by bidder regarding local content (Preference to Make in India) as per Annexure-1.15	☐
xi.	Undertaking by bidder regarding provision for procurement from a bidder which shares a land border with India as per Annexure-1.16	☐
xii.	Integrity Pact as per Annexure-1.18	☐
xiii.	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.	☐
xiv.	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) mentioned Part-II Technical.	☐
xv.	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.	☐
xvi.	Any other information required in the Bidding Documents or considered relevant by the Bidder.	☐

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

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/ E/003/P-I/ Annx.-1.5	0	
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PART-I : COMMERCIAL
ANNEXURE - 1.5
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 at2 (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.

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/ E/003/P-I/ Annx.-1.6	0	
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PART-I : COMMERCIAL
ANNEXURE - 1.6
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 the⁸we 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 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 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.

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/E/0 03/P-I/Annx.-1.7	0	
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PART-I : COMMERCIAL

ANNEXURE - 1.7

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:

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/E/0 03/P-I/ Annx.-1.8	0	
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PART-I : COMMERCIAL

ATTACHMENT - 1.8

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 Intent (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

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”]

पी डी आई एल PDIL	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/E/00 3/P-I/ Annx.-1.9	0	BCGCL
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PART-I : COMMERCIAL

ANNEXURE - 1.9

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 :

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LIMITED	PNMM/PC298/E/00 3/P-I/Annx.-1.10	0	
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PART-I : COMMERCIAL

ANNEXURE - 1.10

FORMAT FOR EFT DETAILS

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR EFT DETAILS	PNMM/PC298/E/00 3/P-I/ Annx.-1.10	0	
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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 : _____

	PROJECTS & DEVELOPMENT INDIA LIMITED	P-I/ Annx.-1.11	0	
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PART-I : COMMERCIAL

ATTACHMENT - 1.11

GENERAL GUIDELINES FOR GOODS & SERVICE TAX (GST)

	GENERAL GUIDELINES FOR GST	P-I/ Annx.-1.11	0	
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GENERAL GUIDELINES FOR GOODS & SERVICE TAX (GST)

1. 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.

	GENERAL GUIDELINES FOR GST	P-I/ Annx.-1.11	0	
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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: -
- Supply of goods and/or services have been received by BCGCL.
 - Original Tax Invoice has been submitted to BCGCL.
 - Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - 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.
 - 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.
 - 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.
 - 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.
- 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

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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. **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 output 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. **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 - 1.12

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 - 1.13

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 - 1.14

LIST OF APPROVED BANKS FOR SUBMISSION OF BANK GUARANTEE

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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

	LIST OF APPROVED BANKS FOR SUBMISSION OF BANK GUARANTEE	P-I/Anxx-1.14	0	
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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

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT PROJECTS & DEVELOPMENT INDIA LTD.	PNMM/PC298 /E/003/P- I/Annx.-1.15	0	
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PART-I : COMMERCIAL

ANNEXURE - 1.15

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

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/PC298/E/0 03/P-I/Annx.-1.15	0	
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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)

Vanllya 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.

✓

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/PC298/E/0 03/P-I/Annx.-1.15	0	
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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.

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/PC298/E/0 03/P-I/Annx.-1.15	0	
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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

- 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."
- 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:

- 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.
- 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.
- 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.
- 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.
- 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.
- Nodal Ministries and procuring entities may prescribe fees for such complaints.
- 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.
- 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

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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 sub-paragraphs '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.

- f. "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 administrative Department undertaking the procurement (including

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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,

- reduce the minimum local content below the prescribed level; or
- reduce the margin of purchase preference below 20%; or
- 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

- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- shall annually assess and periodically monitor compliance with this Order
- shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- may require furnishing of details or returns regarding compliance with this Order and related matters
- 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
- 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


(Karish Bhandari)
Deputy Director
Tel : 2436-6247

Copy to :- Shri Kanwalpreet, Director, Department of Expenditure, Room No. 264-C,
North Block, New Delhi.

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/PC298/E/0 03/P-I/Annx.-1.15	0	
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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"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-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 is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

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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.

(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/PC298/E/0 03/P-I/Annx.-1.15	0	
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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.

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) FORMAT FOR PUBLIC PROCUREMENT ORDER (Preference to Make in India)	PNMM/PC298/E/0 03/P-I/Annx.-1.15	0	
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(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:

1. 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.
2. 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.

 पी डी आई एल PDIL	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 kV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROJECTS & DEVELOPMENT INDIA LTD.	PNMM/PC298/ E/003/P- I/Annx.-1.16	0	 BCGCL
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PART-I : COMMERCIAL

ANNEXURE - 1.16

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

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	PNMM/PC298/E/0 03/P-I/Annx.-1.16	0	
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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—

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	PNMM/PC298/E/0 03/P-I/Annx.-1.16	0	
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- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- Note :
- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
 - (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
7. **"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.)

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	PNMM/PC298/E/0 03/P-I/Annx.-1.16	0	
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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.

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]

	CONSULTANCY SERVICES FOR 220 KV SWITCHYARD EXTENSION, 220 KV OVERHEAD TRANSMISSION LINE, 220 KV CABLING AND ASSOCIATED SYSTEM FOR PERMANENT GRID POWER REQUIREMENT 2000 TPD COAL TO AMMONIUM NITRATE PROJECT AT LAKHANPUR, JHARSUGUDA (ODISHA) PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	PNMM/PC298/E/0 03/P-I/Annx.-1.16	0	
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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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PART-I : COMMERCIAL

ANNEXURE - 1.17

Insurance Surety Bond - DELETED

PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s BHARAT COAL GASIFICATION AND CHEMICAL LTD (BCGCL), [A JV of CIL and BHEL] Lakahnpur, Jharsuguda, Odisha	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, _____ the _____ Bank at _____ having _____ our _____ Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by BHARAT COAL GASIFICATION AND CHEMICAL LTD., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by BHARAT COAL GASIFICATION AND CHEMICAL LTD., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be 90 days beyond the validity of the bid]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

Notwithstanding anything contained herein:

- a) **The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)**
- b) **This Insurance Surety Bond shall remain in force upto _____ (this expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and**
- c) **The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of**

BHARAT COAL GASIFICATION AND CHEMICAL LTD., under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name

Designation

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____

Date: _____

(OFFICIAL ADDRESS)

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "INSURANCE SURETY BOND"

- 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).
- 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.
- 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.
- The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
- A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser / Owner at its address as mentioned at "ITB".
- Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued in the format given below-

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 :				

**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
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 its unit located at _____ (hereinafter referred to as the Project /Work). The BIDDER is a private Company/Public Company/Government Undertaking / Partnership / registered export agency, constituted in accordance with the relevant law in the matter and 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 Project/ Work and understands 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 currency of the contract to be entered into with a view to :-

Enabling BCGCL to undertake the Project/Work at a competitive 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

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Date:

Place:

Witness

1. _____
2. _____

BIDDER

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Date:

Place:

Witness

1. _____
2. _____