

**NOTICE INVITING TENDER
(INTERNATIONAL COMPETITIVE BIDDING)**

FOR

**AIR SEPARATION UNIT TO BE DEVELOPED BY BOO PROCESSOR
TO GENERATE OXYGEN AND NITROGEN FOR COAL GASIFICATION COMPLEX
AT BARDHMAN, WEST BENGAL**

(TENDER NO.: PNMM/PC217/E-002)



COAL GAS INDIA LIMITED (CGIL)

[A JOINT VENTURE OF M/s GAIL (INDIA) LIMITED (GAIL) & M/s COAL INDIA LTD. (CIL)]

PREPARED & ISSUED BY



**PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. of India Enterprise)**

**PDIL BHAWAN, A-14, SECTOR-1,
NOIDA-201301 U.P. (INDIA).**

31.12.2025



**AIR SEPARATION UNIT ON BUILD-OWN-OPERATE
(BOO) BASIS AT BARDHAMAN, WEST BENGAL,
(INDIA)**

**OWNER: COAL GAS INDIA LIMITED (CGIL)
MASTER INDEX**

PC-217/E-002 0

DOC. NO. REV.

SHEET 1 OF 3



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(BOO) BASIS AT BARDHAMAN, WEST BENGAL,
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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

NIT No: PNMM/PC217/E-002

Date: 31.12.2025

To,

PROSPECTIVE BIDDERS

**SUB: TENDER DOCUMENT FOR AIR SEPARATION UNIT TO BE DEVELOPED BY
BOO PROCESSOR TO GENERATE OXYGEN AND NITROGEN FOR COAL
GASIFICATION COMPLEX AT BARDHMAN, WEST BENGAL**

ON OPEN INTERNATIONAL COMPETITIVE BIDDING BASIS

Dear Sir/Madam,

1.0 M/s GAIL India Limited (GAIL), is a leading Natural Gas company with diversified interest across the Natural gas value chain of trading. Transmission, LPG production & transmission, LNG re-gasification, Petrochemicals, City Gas, E&P, etc. GAIL owns & operates a network of around 16,421 km of Natural Gas pipeline spread across the length & breadth of Country.

Coal India Limited (CIL), a Maharatna central public sector enterprise (“CPSE”), was incorporated on 01st November 1975 with nationalization of private coal mines by Govt. of India. With a modest production of 79 MT at the year of its inception, CIL today is the single largest coal producer in the world having produced nearly 607 M T and in pursuance of initiatives towards the development of Clean Coal Technology and alternate use of coal, CIL is exploring the possibilities to venture into the coal- to-chemicals sector.

Eastern Coalfields Limited (ECL), fully owned subsidiaries of Coal India Limited was founded in 1975 after Nationalisation of Coal Mines in India. It operates Coal Mines in Jharkhand and West Bengal states of India. The company has its headquarters at Sanctoria, in West Bengal.

India has a reserve of 307 Billion tonnes of thermal coal and about 80% of coal produced is used in thermal power plants. With environment concerns and development of renewable energy, diversification of coal for its sustainable use is inevitable. Coal gasification is considered as cleaner option compared to burning of coal. Gasification facilitates utilization of the chemical properties of coal. Syn Gas produced from Coal gasification is usable in producing Synthetic Natural Gas (SNG), energy fuel (methanol & ethanol), ammonia for fertilizers and petro-chemicals. These products will help move towards self-sufficiency under ‘Atmanirbhar Bharat Abhiyaan’. In line with the above objective, Ministry of Coal has taken initiative for utilizing coal through coal gasification and achieve 100 MT coal gasification by year 2030.

In order to implement various coal gasification projects, it has been planned to set up various gasification projects in phases.

1.1 In view of above, "Coal Gas India Limited" (a Joint Venture of GAIL & CIL) having its registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 is Setting Up of Coal Gasification Based Synthetic Natural Gas (SNG) Plant. at Eastern Coalfields Ltd. (ECL), Sanctoria, West Bardhaman District in the state of West Bengal (India).

Coal Gas India Limited intends to set up Air separation Unit (ASU) on BOO Basis for its Coal Gasification Plant to produce Synthetic Natural Gas(SNG). The BOO Processor shall guarantee supply of Oxygen and Nitrogen to the Coal Gasification Plant at the contracted capacities on a continuous, round-the-clock basis throughout the Contract Period.

1.2 Projects & Development India Ltd. (PDIL) has been retained as Consultant for selection of (Build Own Operate (BOO) Operator for the project. M/s Projects and Development India Limited (PDIL) on behalf of Coal Gas India Limited (CGIL) has the pleasure of inviting eligible bidders to submit Bid for Air Separation Unit at Bardhaman West Bengal, on a BUILD OWN OPERATE (BOO) BASIS on single point responsibility as per Technical Specifications, Commercial Conditions and details laid down in this NIT.

1.3 The "Letter Inviting Bid" and "Instruction to Bidders" is placed on the website of CPP portal (www.eprocure.gov.in), , CGIL (www.CGILTenders.in) CIL (www.coalindia.in) & PDIL (www.pdilin.com),

1.4 This letter inviting bid briefly provides the BIDDERS with guidance, requirements and instructions for submitting a fully compliant and responsive bid. The letter inviting bid is an integral and inseparable part of the bidding document.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	AIR SEPARATION UNIT TO BE DEVELOPED BY BOO PROCESSOR TO GENERATE OXYGEN AND NITROGEN FOR COAL GASIFICATION COMPLEX AT BARDHMAN, WEST BENGAL					
(B)	TENDER NO. & DATE	PNMM/PC-217/E-002, Date 31.12.2025					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td>X</td></tr><tr><td>TWO BID SYSTEM</td><td>✓</td></tr></table>		SINGLE BID SYSTEM	X	TWO BID SYSTEM	✓
SINGLE BID SYSTEM	X						
TWO BID SYSTEM	✓						
(D)	TYPE OF TENDER	<table border="1"><tr><td>E-TENDER</td><td>✓</td></tr><tr><td>MANUAL</td><td>X</td></tr></table>		E-TENDER	✓	MANUAL	X
E-TENDER	✓						
MANUAL	X						

(E)	COMPLETION/CONTRACT PERIOD		
	A) MECHANICAL COMPLETION	28 Months from Effective Date of Contract	
	B) PRELIMINARY ACCEPTANCE	34 Months from Effective Date of Contract	
(F)		APPLICABLE	✓
		NOT APPLICABLE	X
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<p>Amount: Rs 19.56 Crore/USD 2.20 Million (Rupees Nineteen Crores and Fifty Six Lacs only/ Two Million Two Hundred thousand US dollars only) (Refer clause no.16 of ITB)</p>	
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) Bidder is are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>The NIT is available on following websites:</p> <ul style="list-style-type: none"> (i) GAIL's Tender Website – www.gailtenders.in (ii) CIL's Tender Website – www.coalindia.in (iii) PDIL's Website https://www.pdilin.com (iv) CPP Portal https://etenders.gov.in/eprocure/app 	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 29.01.2026 Time : 11:30 Hrs (IST) Venue : Through Video Conferencing Join the meeting now	
	PRE BID MEETING LINK		
	LAST DATE OF RECEIPT OF PRE BID QUERIES	Date 27.01.2026 Time :15:00 Hrs IST	
(I)	a) BID SUBMISSION START DATE	Date :24.01.2026 Time :15:00 Hrs IST	
	b) BID DUE DATE & TIME (ON OR BEFORE)	Date :31.01.2026 Time :15:00 Hrs IST	
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 02.02.2026 Time :15:00 Hrs IST	

(K)	ADDRESS FOR COMMUNICATION	
	PDIL	<p>M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mrs. Ritu Agarwal, Dy. G. M (M.M) Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063 E-mail:rituagarwal@pdilin.com; alam@pdilin.com; tanzin@pdilin.com; amarendra@pdilin.com</p>
	CGIL	<p>M/s Coal gas India Limited. (CGIL), VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 Kind Attention : Mrs Aparajita Chatterjee (General Manager). Tel No. : + 91- 9720166457 E-mail : a.chatterjee@gail.co.in</p>
(L)	Contact Person for Site visit	<p>Sri R.C Nagar, GM, CIL Tel No. :+91 89024 96576 E-mail: rcnagar.cil@coalindia.in</p>

In case of the days specified above happens to be a holiday in CGIL/PDIL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.

4.0 The bid shall be submitted on CPP Portal (<https://eprocure.gov.in/eprocure/app>). Manual Bids shall not be accepted. The following documents in addition to uploading the bid on CPP Portal (<https://eprocure.gov.in/eprocure/app>) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded on CPP Portal (<https://eprocure.gov.in/eprocure/app>) by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-IV to Section-III]:-

- i) EMD/Bid Security (if applicable)/ Declaration for Bid Security (as applicable)
- ii) Power of Attorney
- iii) Integrity Pact (if applicable)
- iv) Line of credit
- v) TPIA Certificate

- 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 Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

This is not an Order.

For & on behalf of
Coal Gas India Limited (CGIL)



(Ritu Agarwal)
Dy. General Manager & HOD (Materials Management)
Projects and Development India Limited (PDIL)

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. :

Description :.....

Due Date& Time :

From: **To:**

.....
.....

[To be pasted on the envelope containing Bid (in case of Manual Tendering)/ Physical documents (in case of e-Tendering)]

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SECTION-II

BID EVALUATION CRITERIA & **EVALUATION METHODOLOGY**

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 ELIGIBLE BIDDERS

1.1 SOLE BIDDER OR CONSORTIUM OR AN INCORPORATED JOINT VENTURE (JV)

- 1.1.1 Bids may be submitted by Bidder who is a Sole Bidder or an incorporated joint venture company (JV) or a consortium of members along with a lead member ("Consortium").
- 1.1.2 The bidder which has completed 3 (three) financial years from the date of Commencement of business shall fulfil each eligibility criteria as defined in Clause 2.0 below.
- 1.1.3 In case the Bidder is a newly formed JV which has not completed 3 (three) financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member fulfils each eligibility criteria then this member shall be clearly identified and it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member to complete the entire work in all respects and in a timely fashion, being bound by all the obligation under the contract an undertaking to provide all necessary technical and financial support to the JV to ensure completion the contract when awarded, an undertaking not to withdraw from the JV till completion the work etc.

The provisions of Cl. No. 1.1.3 above shall also apply for a Consortium bid. The leader of the Consortium shall fulfil each eligibility criteria and assume all obligations and guarantee as mentioned above.

The identification of the Lead Bidder of the Consortium and the distribution of work, roles & responsibilities amongst the Consortium members will be clearly indicated in the form of Consortium Agreement (as per F-21) duly signed by the all members of the Consortium and set forth in the Techno-Commercial Bid.

- 1.1.4 A JV / Consortium established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV / Consortium. If during the evaluation of bids, a JV / Consortium proposes any alteration / changes in the orientation of JV / Consortium or replacements or inclusions or exclusions of any partner(s) / member(s) which had originally submitted the bid, bid from such a JV / Consortium Company shall be liable for rejection.
- 1.1.5 The total number of members of Consortium including their leader shall not exceed 03 (three). In case of consortium, Lead member in the consortium shall contribute at least 50% of the total equity and other consortium shall contribute at least 20% of the total equity in the project, totalling to 100%. The equity participation of each member of the Consortium shall be specified in the Consortium Agreement.

All the members / shareholders of the JV and the member / shareholders of the newly incorporated company (in case of a Consortium) shall sign the contract and shall be jointly and severally liable for the entire assignment.

1.1.6 If the work is awarded to a JV/CONSORTIUM firm, they will register the JV/CONSORTIUM agreement under Registration Act in accordance with law. JV/CONSORTIUM agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

1.1.7 The leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium. All the members of the Consortium shall be jointly and severally bound to the OWNER for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the OWNER to perform all contractual obligations including technical guarantees. Notwithstanding anything contrary in the Consortium Agreement, the leader of the Consortium shall have coordination responsibility for execution of the contract.

Further, the Bidder / any of the promoter of JV / any consortium Member should not be on Holiday / Negative list by CIL / CGIL or any the JV partner / any other subsidiary of CIL / CGIL of Public Sector Project Management Consultant (like EIL, MECON, PDIL due to “poor performance” or “corrupt and fraudulent practices”) or banned / blacklisted by Government department / Public Sector on due date of submission of bid. Further Bidder has to submit declaration as per Annexure-II. Offer submitted by such Bidder shall not be considered for opening / evaluation / Award.

2.0 PRE-QUALIFICATIONCRITERIA

2.1 TECHNOLOGY CRITERIA

2.1.1 Bidder shall be the Technology Provider or supplier of Air Separation UNIT(s) as a package. For establishing that the Technology/Package to be adopted is a proven one, the Bidder shall provide details of a reference for Air Separation UNIT(s), capacity and purity of the products which are as detailed in Table 1. The experience can be for a single ASU with both the streams or separate ASUs having individual streams: (Maximum 2 No's-One for Oxygen and One for Nitrogen).

Or

2.1.2 In case the Bidder is not the Technology Provider/Package Supplier of the Air Separation Unit(s), Bidder shall submit document from the Technology Provider/Package Supplier indicating their willingness to work with the Bidder for this Project.

Bidder shall submit document such as MOU/Agreement/Undertaking stating that the Technology Provider/Package Supplier will support the Bidder throughout the BOO contract period.

Additionally, to establish that the proposed technology/package is proven, the Bidder must provide details of a reference Air Separation Unit, including its capacity and product purity levels, as specified in Table-1 below. The experience can be for a single ASU with both the streams or separate ASUs having individual streams: (Maximum 2 No's-One for Oxygen and One for Nitrogen).

Table:1

Stream	Capacity Tons PerDay (TPD)	% Purity, volume basis
Gaseous Oxygen	1000	99.6
Gaseous Nitrogen	450	99.99

2.2 EXPERIENCE CRITERIA

2.2.1 The Bidder [Sole Bidder / Any Consortium member / JV] should possess experience of having successfully executed Air Separation Unit on LSTK (Lump sum Turnkey) / LEPC / EPC/BOO/BOOT/BOOM/Job Work Basis with the Air Separation UNIT(s) generating Oxygen & Nitrogen during the last 15 (fifteen) years and should have been in satisfactory commercial operation for a minimum period of at least one year during the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document with scope of work comprising minimum of Detailed Engineering, Procurement, Supply, Construction and Erection, Testing, Pre- commissioning, Commissioning.

2.2.2 In addition to 2.2.1 above, The Bidder should have the experience of operation & maintenance of Air Separation Unit for at Least 5 years in last 15 years of minimum 500 TPD of equivalent Gaseous Oxygen.

Copy of work order/ contract agreement in support thereof shall be submitted by the Bidder.

In case, the experience as mentioned at 2.2.2 above is not for Plant in India, the Bidder should also possess experience of operating plant (s) in India with a minimum capacity of 50% of the reference ASU plant capacity considered under cl. no. 2.2.2 above. Such Indian operating experience shall be in addition to, and not in substitution of, the experience required under cl. 2.2.2 above. All other conditions shall remain unchanged.

Plants undertaken on Build, Own, Operate and Transfer (BOOT) or Built, Own, Operate and Maintain (BOOM), Job Work Basis by the Bidder shall be deemed to be undertaken on BOO basis for the purpose of prequalification of bidders.

Details of reference plant(s) shall be provided by the Bidder along with the bid.

Once Bidder has opted for a certain Technology/Package for Air Separation UNIT(s) during bid submission, the same need to be engaged till plant is commissioned.

2.2.3 To meet the criteria at Cl. no. 2.1& 2.2 above, Bidder shall submit documentary proof such as :

Sl. No	Description	Document required
2.1.	2.1.1(TECHNOLOGYCRITERIA)	<ul style="list-style-type: none">i) Self Declaration Letter by the Technology Provider confirming the Technical Know-How of the Proposed Technology.ii) Details of the reference Air Separation Unit, including its capacity and product purity levels, as specified below under clause no. 2.2. to establish that the proposed technology/package is proven, duly certified by Owner.

	2.1.2 (TECHNOLOGYCRITERIA)	<p>i) MOU/Agreement/Undertaking from Air Separation Unit Technology Provider/Package supplier indicating their willingness to cooperate with Bidder for this Project during the entire term of the project.</p> <p>ii) Details of the reference Air Separation Unit, including its capacity and product purity levels, as specified below under clause no. 2.2. to establish that the proposed technology/package is proven duly certified by Owner.</p>
2.2.	2.2.1 (EXPERIENCE CRITERIA)	<p>i) In case Air Separation Unit has been installed for a customer, Bidder shall submit documents like copies of:</p> <ul style="list-style-type: none"> • Contract agreement OR work order, and • Completion OR performance certificate from customers. • The Bidder shall submit letter certifying that the aforesaid plant is under operation as on the date of issue of NIT duly certified by the Owner of the plant mentioning that plant is Producing the capacity as mentioned in Table 1. <p>ii) In case plant is installed by its OWN, Bidder Shall submit documents like - factory license OR Statutory clearance OR permission from Govt. Authorities in respect of Air Separation Unit .</p>
	2.2.2 (EXPERIENCE CRITERIA)	To establish experience of operating Air Separation Unit on Build Own-Operate (BOO) basis, Bidder shall submit relevant documents such as extract of Agreement/Work Order/LOI or any other document with Details of reference plant(s).

2.2.4 For clause 2.2.1 and 2.2.2, Bidder (Parent Company), bidding as Sole bidder or Leader / Member of Consortium / JV, shall be allowed to use the credential of its Subsidiary Company (either fully owned or where the parent company has a controlling interest of over 50% of the equity shares and over 50% of voting rights of the given subsidiary company and controls the composition of Board of Directors of the Subsidiary company). However, it would be necessary for a bidder to show that it has the relevant experience either on its own or in the name of such subsidiary.

2.2.5 For clause 2.2.1 and 2.2.2, 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.

2.2.6 For clause 2.2.1 and 2.2.2, In case a Bidder does not satisfy the Experience criteria as above on its own, the credentials of the Holding Company and/or a Group Company (whether domestic or overseas) may be considered for fulfillment of Experience Criteria of a bidder, subject to submission of Letter of Undertaking/Support from the Holding Company and/or Group Company (in case reliance is placed upon the technical experience of the Group Company) supported by board resolution of the holding company, as per the prescribed format (Annexure-1.30) pledging unconditional and irrevocable technical support for the execution of the Contract Agreement by the Bidder in case of award.

For this purpose:

“Holding Company” means, in relation to a company (“Subject”), any other company which (a) Controls the Subject; or (b) exercises or controls, directly or indirectly, more than one-half of the total share capital of the Subject;

“Group Company” in relation to the Subject, means any other company (a) which is Controlled, directly or indirectly, by the Holding Company of the Subject; or (b) more than one-half of whose total share capital is, directly or indirectly, exercised or controlled, by the Holding Company of the Subject;

“Control” means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management and policy decisions and day to day operations of that entity, beneficial ownership of at least 51% (fifty one percent) of the voting shares or securities of that entity and/or to appoint the majority of directors on the board of that entity, whether through the ownership of voting share capital, by contract or management rights or any other means whatsoever.

2.3 FINANCIAL CRITERIA:

2.3.1 FOR SINGLE / SOLE BIDDER

- a. The minimum Average Annual Turnover based on audited financial statements for the preceding three financial years i.e. 2024-25, 2023-24 and 2022-23 shall be **INR 345.00 Crore or US \$ 38.00 Million**.
- b. The Net Worth of the Bidder should be positive as per the audited financial statement of the last financial year as on 31st March 2025.
- c. The minimum working capital of the Bidder, as per the audited financial statement of the last financial year, shall be **NR 69.00 Crore or US \$ 7.60 Million** as on 31 March 2025.

However, if the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having Net worth of the bank not less than Rs. 100.0 Crore (or equivalent USD), confirming the availability of line of credit for the amount mentioned herein above. The line of credit from bank shall be submitted strictly as per prescribed format.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

To meet the criteria (a, b & c) above, Bidder shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for the last three (3) financial years i.e. 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022.

2.3.2 FOR CONSORTIUM / JV BIDDER

- a. The minimum Average Annual Turnover of Leader of Consortium based on audited financial statements for the preceding three financial years i.e. 2024-25, 2023-24 and 2022-23 shall be **INR 173.00 Crore or US \$ 19.00 Million**.
- b. The minimum Average Annual Turnover of other Consortium Members based on audited financial statements for the preceding three financial years i.e. 2024-25, 2023-24 and 2022-23 shall be **INR 86.50 Crore or US \$ 9.50 Million**.

However, minimum Average Annual Turnover of all the Consortium Members [Lead Bidder and other Consortium Members] collectively shall not be less than **INR 345.00 Crore or US \$ 38.00 Million**. All the Consortium Members shall choose to qualify the Financial Criteria on the basis of same financial /calendar years.

- c. The Net Worth of each member of the Consortium should be positive as per the audited financial statement of the last financial year as on 31st March 2025.
- d. The Lead bidder of the Consortium should have Minimum Working Capital equal to **INR 69.00 Crore or US \$ 7.60 Million** as on 31 March 2025 or calendar year 31 December 2024 as applicable.

If the Lead bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent USD), confirming the availability of line of credit for the amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per prescribed format.

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

To meet the criteria (a, b, c & d) above, each Consortium member shall submit Audited Annual Statements (Balance Sheet and Profit & Loss account) of the company for the last three (3) years i.e 2024-25, 2023-24 and 2022-23 or calendar years 2024, 2023 and 2022. In case the bidder is a Joint Venture, the above information in respect of each individual partner of JV may be furnished and the financial turnover of JV will be assessed by added together.

2.3.3 Minimum Average Annual Turnover: In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3

preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

2.3.4 Working Capital: In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

For bidders whose financial year follows the calendar year, the audited financial results for the calendar year shall be considered in lieu of the financial year

2.3.5 General Notes (for both Technical BEC and Financial BEC) wherever applicable:

A. Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical Criteria):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.

(b) **BEC (Financial Criteria):**

(i) For Annual Turnover:

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) For Net-Worth & Working Capital:

The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

B. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries, if any, during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and

considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by CGIL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

3.0 BEC for START-UPS:

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

4.0 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

4.1 Technical Criteria of BEC:

All documents in support of Technical Criteria of BEC are to be verified and certified by any one of the following independent third party inspection agency:

1. Société Générale de Surveillance (SGS)
2. Gulf Lloyds (India) Ltd
3. International Certification Services (ICS)
4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
5. DNV GL
6. TUV Rheinland (India) Pvt. Ltd.
7. TÜV SÜD South Asia Pvt. Ltd.
8. TUV India Pvt. Ltd. (TÜV Nord Group)
9. Intertek India Pvt. Ltd.
10. Moody International (India) Pvt. Ltd.
11. RINA India Pvt. Ltd.
12. Tata Projects Ltd.
13. Competent Inspectorate and Consultants LLP
14. Apave TIV India Pvt. Ltd.

Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma attached at Annexure-I to Section-II to bidder and the same will be submitted by bidder in their bid. All charges of the Third party for verification and certification shall be borne by the Bidder.

If any above mentioned agency themselves are participating in bidding, then they shall authenticate the document by a different agency from the list given above.

4.2 Financial Criteria of BEC:

(a) For Domestic Bidders:

All documents in support of Financial Criteria of Pre-Qualification Criteria (PQC) to be furnished by the bidders shall be authenticated as follows:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a Chartered Accountant/CPA.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

(b) For Foreign Bidders:

Bidder shall submit "Details of Financial capability of bidder" in prescribed format (F-10) in the bidding document duly signed & stamped by a Chartered Accountant/CPA.

Further, a copy of Audited Annual Financial Statements submitted in bid shall be duly certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy / High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting documents pertaining to financial BEC certified "Apostille affixed by Competent authorities designated by the government of bidder's country" shall also be acceptable.

Note:

1. In case of Foreign bidder, if the required documents for establishing the Bid Evaluation Criteria, such as duly audited Balance Sheet, Annual Reports, Purchase Order, Inspection Release Note etc., are not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their Country or their Embassy in India or any translator in India recognised /authorised by their Embassy along with the original Balance Sheet, Annual report, Purchase Orders, Inspection release Note etc. with the unpriced bid. For the purpose of interpretation of the Bid, the English translation shall govern. This requirement of certification of English translation by Local Chamber of Commerce is additional to the requirement of authentication stipulated above as applicable.

5.0 Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (as per format enclosed at Appendix- A1 to Section II) between the bidder and the supporting company.

- (ii) Guarantee (as per format enclosed at Appendix- A2 to Section II) by the supporting company to CGIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per Appendix- A2A to Section II.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3 to Section II), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- (iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by CGIL due to non-performance of the bidding company.

Note:

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no.2.0 of Section-III (ITB).

Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness

6.0 Applicability of Public Procurement (Make in India) Policy as per Annexure-V

The said policy shall be applicable for this package. Further, as the work is non divisible/non-splittable, therefore, the relevant provisions of policy shall be applicable. The minimum local content and all other provisions shall be as per Public Procurement (Make in India) Policy latest policy no. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as updated from time to time.

7.0 Applicability of Policy for providing preference to Domestically Manufactured Iron & Steel (DMI & SP) products as per attached Annexure-VI.

Bidder should have minimum prescribed domestic value addition requirement in line with the Domestic Manufactured iron & Steel Policy (DMI & SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit from the domestic manufacturers of such Iron & steel products as per the Form-I mentioned in the policy document.

A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per attached format in NIT.

If a bidder does not submit above affidavit/ undertaking as per format, the offer of bidder shall be rejected.

8.0 Procurement from a bidder which shares a land border with India shall be applicable for this tender as per attached Annexure-VII.

Bidder from a country which shares land border with India has to comply with the Clearance/ registration with competent authority as per GOI order (public procurement No-1,2 & 3) for Restriction under Rule 144(xi) of GFR 2017 published as F.N06/18/2019-PPD dated 23rdJuly 2020. Refer Annexure-VII for detailed compliance to this policy.

The bidder shall ensure that the Licensor, on whose technology the bid is being submitted, possesses a waiver or valid DPIIT registration at the time of bid submission, if it is engaged from a country sharing a land border with India. In the absence of such waiver/registration, the bid shall be liable to rejection

9.0 Applicability of purchase preference of MSE's

Considering that the subject work falls under "Works Contract", Purchase preference to MSE Bidders shall not be applicable as per government guidelines.

10.0 EVALUATION METHODOLOGY

10.1 Price evaluation of commercially and technically acceptable offers will be carried to arrive at the lowest evaluated price for selection of successful bidder and who shall be considered for Notification of Award.

10.2 For evaluation and comparison of Prices, BOO operation shall be considered under Tolling model.

10.2.1 Accordingly, Net Present Value (NPV) for supply of Oxygen & Nitrogen will be carried out for 25 (twenty five) years of operation subsequent to First Delivery Date, considering 7920 hrs operation per year and at discount rate of 10% p.a, based on the following formula:

$$\text{Total Cash flow (Discounted @10% for 25 years)} = CC_{\text{Oxygen}} \times Q_{\text{Oxygen}} + CC_{\text{Nitrogen}} \times Q_{\text{Nitrogen}} + \sum(P_{\text{Utilities}} \times Q_{\text{Utilities}})$$

Where :

CC_{Oxygen} = Conversion Charge of Oxygen in Rupees per NM³

Q_{Oxygen} = Quantity of Oxygen in NM³ per year

CC_{Nitrogen} = Conversion Charge of Nitrogen in Rupees per NM³

Q_{Nitrogen} = Quantity of Nitrogen in NM³ per year

$P_{\text{Utilities}}$ = Price of Utilities (Power, MP Steam & Cooling water)

$Q_{\text{Utilities}}$ = Quantity of utilities (Power, MP Steam & Cooling water r)

Q_{Oxygen}, Q_{Nitrogen} and P_{Utilities} provided by Owner shall be as indicated in Section 6.0 of Conditions of Contract.

CC_{Oxygen}, CC_{Nitrogen} and Q_{Utilities} to be indicated by bidder as per Schedule of Prices/BOQ in the Price Bid. **CC_{Oxygen}, and CC_{Nitrogen} shall be the sum of fixed and Variable Price as per cl. No. 21.4 item no. A, i) & ii).**

10.2.2 Also, Yearly Cash flow out on account of the Oxygen & Nitrogen purchased will be worked out for the following:

For 1st year of operation – 80% of the installed capacity

For 2nd year of operation – 85% of the installed capacity

For 3rd year of operation – 90% of the installed capacity

For 4th year of operation – 95% of the installed capacity

From 5th year onwards till 25th year (i.e. for remaining 20 years) – 100% of the installed capacity.

The quantity of Oxygen & Nitrogen mentioned above is exclusively for the purpose of NPV evaluation. However, during the actual operation of plant, Owner, reserves the right to receive any amount of Oxygen & Nitrogen subject to above respective yearly capacity utilization of plants depending upon requirement.

10.3 Net Present Value (NPV) analysis carried out for 25 (twenty five) years of operation subsequent to First Delivery Date, considering respective capacity utilization per year (assuming 330 days) and at discount rate as mentioned above. The NPV of prices so obtained on the first delivery date i.e 34 (Thirty four) months from EDC shall be further discounted to arrive at the present value on the date of EDC. The total least cash outflow so obtained shall be the selecting criteria for Bidder for the award of Work.

10.4 Yearly Cash flows for the Products / By Products / Utilities delivered by BOO Operator and utilities provided by Owner, as identified in the above formula, will be worked out for NPV evaluation purpose as per the following guidelines.

A	PRODUCTS
	Supply of Oxygen and Nitrogen of specified quality and quantity, as per Guaranteed ratio/quantities as quoted in the Price Bid, shall be on chargeable basis and Owner shall pay for this to the Bidder. Pricing formula for Supply of Oxygen & Nitrogen shall comprise of following three components:
i)	<p>Fixed Monthly Charge for the Oxygen</p> <p>The Fixed Monthly charge (in Rupees) shall have three components ;</p> <ol style="list-style-type: none"> 1) Constant amount (towards ROI of the BOO Operator); 2) Component related to WPI for manufactured Products (towards maintenance cost & other overheads). 3) Component related to CPI for industrial workers (towards manpower cost). <p>Fixed Monthly Charge shall be calculated on the basis of the following formula:</p>

$$FMC_{MO} = FMC_{BMO} \times [XM_{ROI} + XM_{WPI} \times WPI_N / WPI_O] + (XM_{CPI} \times CPI_N / CPI_O) \text{ O}$$

Where,

FMC_(MO) = Fixed Monthly Charge computed on account of Oxygen delivered to OWNER and will remain valid for that month, it will be released on pro-rata basis from first delivery date upto the end of the month and thereafter on monthly basis every month (e.g. If the first delivery date is 15th January than FMC_{MO} will be computed on pro-rata basis from 15th January to 31.01.2020.and from February onwards it will be computed in Calendar monthly basis)

FMC_{BMO}= Base monthly charge as per the Letter of Award

XM_{ROI} = Constant Component on account of Return On Investment (which will not be adjusted due to inflation)

XM_{WPI} =Constant Component related to "Wholesale Price Index for Manufactured Products"

XM_{CPI} =Constant Component related to "Consumer Price Index for Industrial Labour"

WPI_N = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

CPI_N = Average Consumer Price Index for Industrial workers as last declared by Reserve Bank of India/ Office of Economic Advisor for the month prior to billing month.

CPI_O = Consumer Price Index for Industrial workers for the month of FOA (Fax of Acceptance) / LOI(Letter of Intent)or last published month before LOA.

The Constant Component -XM_{RO} , XM_{WPI} & XM_{CPI} to be quoted by the Bidder in the Schedule of Rate / BOQ .

Fixed Monthly Charge for the Nitrogen

The Fixed Monthly charge (in Rupees) shall have three components ;

- 1) Constant amount (towards ROI of the BOO Operator);
- 2) Component related to WPI for manufactured Products (towards maintenance cost & other overheads).
- 3) Component related to CPI for industrial workers (towards manpower cost).

Fixed Monthly Charge shall be calculated on the basis of the following formula:

	<p>$FMC_{MN} = FMC_{BMN} \times [XM_{ROI} + XM_{WPI} \times WPI_N / WPI_O + (XM_{CPI} \times CPI_N / CPI_O)]_N$</p> <p>Where,</p> <p>$FMC_{(MO)}$ = Fixed Monthly Charge computed on account of Nitrogen delivered to OWNER and will remain valid for that month, it will be released on pro-rata basis from first delivery date upto the end of the month and thereafter on monthly basis every month (e.g. If the first delivery date is 15th January than FMC_{MN} will be computed on pro-rata basis from 15th January to 31.01.2020.and from February onwards it will be computed in Calendar monthly basis)</p> <p>FMC_{BMN}= Base monthly charge as per the Letter of Award</p> <p>XM_{ROI} = Constant Component on account of Return On Investment (which will not be adjusted due to inflation)</p> <p>XM_{WPI} = Constant Component related to "Wholesale Price Index for Manufactured Products"</p> <p>XM_{CPI} = Constant Component related to "Consumer Price Index for Industrial Labour"</p> <p>WPI_N = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.</p> <p>WPI_O = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.</p> <p>CPI_N = Average Consumer Price Index for Industrial workers as last declared by Reserve Bank of India/ Office of Economic Advisor for the month prior to billing month.</p> <p>CPI_O = Consumer Price Index for Industrial workers for the month of FOA (Fax of Acceptance) / LOI(Letter of Intent)or last published month before LOA.</p> <p>The Constant Component -XM_{ROI} , XM_{WPI} & XM_{CPI} to be quoted by the Bidder in the Schedule of Rate / BOQ .</p> <p>Note-1: $[M_{ROI} + XM_{WPI} + XM_{CPI} = 1.0]$</p>
ii)	<p>Variable charge per Nm3 of Oxygen</p> <p>Variable Charge per Nm3 of Oxygen = $A_{MO} \times (WPI_N / WPI_O)$</p> <p>Where,</p> <p>A_{MO} = is to be submitted in the Price Bid, as per Schedule of Prices/BOQ</p> <p>WPI_N = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available</p>

	<p>as on that date.</p> <p>WPI_O = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.</p> <p>Variable charge per Nm3 of Nitrogen</p> <p>Variable Charge per Nm3 of Nitrogen = $A_{MN} \times (WPI_N / WPI_O)$</p> <p>Where,</p> <p>A_{MN} = is to be submitted in the Price Bid, as per Schedule of Prices/BOQ</p> <p>WPI_N = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.</p> <p>WPI_O = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.</p>								
	<p>Note for a) & b) above:</p> <p><i>Percent change in WPI/CPI for future years is to be considered based on percent change in WPI/CPI for manufactured products in last five years from the date of opening of commercial offer. Cashflows for the components related to WPI/CPI will be increased for the 25 years period at the rate of derived percent change of WPI/CPI per year in the NPV working.</i></p>								
	<p>B UTILITIES PROVIDED BY OWNER</p> <p>Utilities as per the Guaranteed Quantity, as quoted by the Bidder shall be considered for evaluation. Yearly cashflow on account of utilities provided by Owner at their battery limit will be worked out on the basis of Unit rate of Utilities mentioned below:</p> <table border="1" data-bbox="466 1589 1278 1894"> <thead> <tr> <th data-bbox="466 1589 870 1641">Utilities</th><th data-bbox="870 1589 1278 1641">Price /Unit</th></tr> </thead> <tbody> <tr> <td data-bbox="466 1641 870 1692">1. MP Steam, MT</td><td data-bbox="870 1641 1278 1692">Rs 1400</td></tr> <tr> <td data-bbox="466 1692 870 1744">2. Power, KWh</td><td data-bbox="870 1692 1278 1744">Rs 6.08</td></tr> <tr> <td data-bbox="466 1744 870 1894">3. Cooling Water Circulation, M3</td><td data-bbox="870 1744 1278 1894">Rs 46.475</td></tr> </tbody> </table> <p>For evaluation, Percent change in WPI of Utilities for future years will be applied based on average percentage change per annum in WPI for manufactured Products during last five years from the date of bid closing date. Cashflow for the Utilities will</p>	Utilities	Price /Unit	1. MP Steam, MT	Rs 1400	2. Power, KWh	Rs 6.08	3. Cooling Water Circulation, M3	Rs 46.475
Utilities	Price /Unit								
1. MP Steam, MT	Rs 1400								
2. Power, KWh	Rs 6.08								
3. Cooling Water Circulation, M3	Rs 46.475								

	be increased for 25 years period at the rate of derived percent change of WPI per year in the NPV working.
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Note: Optional prices quoted in the Schedule of Prices/BOQ shall not be considered in the evaluation

Format for Undertaking from TPIA

(on TPIA letter head duly stamped & signed)

Ref.:

Date:

To,

COAL GAS INDIA LIMITED (CGIL)

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref : Tender no. for

M/s. having Registered office at.....intend to participate in above referred tender of Coal Gas India Limited (CGIL) with its registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.....

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this _____ day of _____ month _____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Coal Gas India Limited (hereinafter referred to as CGIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to CGIL for the full scope of work as envisaged in the tender document as a main bidder and liaise CGIL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the CGIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to CGIL including extension if any and till satisfactory performance of the contract, the same is awarded by CGIL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and CGIL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by CGIL, however without prejudice to any rights that CGIL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to CGIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

M/s.

For and on behalf of

(Supporting Company)

M/s.

Witness:

1)

2)

Witness:

1)

2)

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
(to be executed on plain paper)

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called "the Guarantor and/ or the Supporting Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the "Bidder" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Coal Gas India Limited, a company duly registered under the law of India having its Registered Office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 and having Purchase center at hereinafter called "CGIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS CGIL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by CGIL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the CGIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the CGIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the CGIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the CGIL and duly perform the obligations of the Bidder to the satisfaction of the CGIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to CGIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between CGIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of CGIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by CGIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards CGIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and CGIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Kolkata, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to CGIL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of CGIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, CGIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of CGIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to CGIL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of CGIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, CGIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of CGIL

about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation_____

official seal_____

Witness:

1.Signature_____

Full Name _____

Address_____

2.Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

"Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject."

The above certificate should be enclosed alongwith the Guarantee.

**PROFORMA OF “BANK GUARANTEE” TOWARDS CONTRACT PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

CONTRACT PERFORMANCE SECURITY /SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

To, M/s Coal Gas India Limited	Bank Guarantee No.	
	Date of BG	
	BG 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/BOO PROCESSOR” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT) for Coal Gas India Limited having registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 (herein after called the “CGIL” which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/BOO PROCESSOR/ has qualified for award of contract (hereinafter referred to as the ‘SUPPORTING COMPANY’) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/BOO PROCESSOR for successful completion of the contract as mentioned above, entered between CGIL and the CONTRACTOR/BOO PROCESSOR and CGIL having agreed that the ‘SUPPORTING COMPANY’ shall furnish to CGIL a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the Contractor/Boo Processor for successful completion of the contract as mentioned above,

i. The said M/s. _____ (Supporting Company) 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. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by CGIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by CGIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank. The Bank also agrees that CGIL 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 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that CGIL may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that CGIL 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 Contractor/Boo Processor from time to time or to postpone for any time or from time to time exercise of any of the powers vested in CGIL against the said Contractor/Boo Processor/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Boo Processor or for any forbearance, act or omission on the part of CGIL or any indulgence by CGIL to the said Contractor/Boo Processor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till CGIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of CGIL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry _____)

of bank guarantee) _____ 0. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

11. Notwithstanding anything contained herein:

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

E-mail :

Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY " BY "BANK GUARANTEE"

1. The Bank Guarantee 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 bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
4. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG
WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	LOA / PO NO.	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
	(A)	EMAIL ID :				
	(B)	ADDRESS :				
	(C)	PHONE NO :				

DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s Coal Gas India Limited,

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that the Contractor/Boo Processor has secured the contract by furnishing wrong information or by suppressing facts in the bid submitted, Coal Gas India Limited (CGIL) reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee and put the CONTRACOR on Holiday / Banned / Blacklist list of CGIL and of it's JV partners.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CGIL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Deleted

SECTION-III

INSTRUCTION TO BIDDERS

**(TO BE READ IN CONJUNCTION WITH BIDDING
DATA SHEET (BDS)**

SECTION-III
INSTRUCTION TO BIDDERS
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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer wishes to receive Bids as described in the this Invitation For Bid to offer (the “**Tender Document /Bid Document**”) issued by Employer. Employer/Owner/CGIL occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Conditions of Contract.
- 1.4 Throughout the Tender Documents, the term's 'Bid, 'Tender' & 'Offer'& Proposal and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' mean's 'Calendar Day' and 'Singular' also mean's 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in Conditions of Contract.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL/CIL
If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CGIL by the bidder.
It shall be the sole responsibility of the bidder to inform CGIL in case the bidder is put on 'Holiday' by GAIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL, only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on Bid due date and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on Bid due date.
In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to CGIL by the bidder.
It shall be the sole responsibility of the bidder to inform CGIL in case the bidder is under any liquidation court receivership or similar proceedings on du e date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to CGIL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BIDS FROM "CONSORTIUM"

3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-18 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).

3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.

3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on ' Holiday' by GAIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.
- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details& DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

5 COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, CGIL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against CGIL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification's) issued in accordance with "ITB: Clause-“8&9”:

- **Vol-I**
- Section-I : Invitation for Bid* [IFB]& Cut-out slip
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure and Forms & Format **
- Section-IV : Deleted
- Section-V : Conditions of Contract [COC]

- **Vol-II :**
- Scope of Work, Technical Specifications

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet).

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify CGIL in writing or by fax or email in the format "F-11" at CGIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. CGIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. CGIL may respond in writing to the request for clarification. CGIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on e-tender portal / communicated to prospective bidders by e-mail.

8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

9.3 The Employer, if consider necessary, may extend the Bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

10.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and CGIL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

11.1 IN CASE OF E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III). All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e -tenderportal (<https://etenders.gov.in/eprocure/app>) as follows

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Comprising all the below mentioned documents should be uploaded in the CPP portal:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid /SOR strictly in the format provided in the Tender Document.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F'-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5A or 'Form-5B (as the case may be)'
- (g) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document
- (h) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (i) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB. Declaration for Bid Security as per provision of ITB.
- (j) 'Integrity Pact' as per 'Form F-13' (if applicable)
- (k) Deleted
- (l) 'Indemnity Bond' as per 'Form F-16'
- (m) All forms and Formats including Annexures.
- (n) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification 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 other than

companies) as per *Form-3 to Annexure-V to Section-III*(Applicable for all bidders irrespective of seeking purchase preference or not).

- (o) Undertaking as per *Form-I to Section II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, COC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (s) Letter of No Deviation as per form F-27
- (r) Any other information/details required as per Bidding Document

As specified at Clause no. 4.0 of Section I, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Integrity Pact and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the Bid Due Date.

Bidders are required to submit the EMD in original by Bid Due Date and Time or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Bid Due Date and Time, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Bid Due Date, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in Financial bid in the e-tenderportal. CGIL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

12 BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except Indian GST (CGST & SGST/UTGST or IGST).

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3 Bidder shall quote for all the items of SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor/Boo Processor under the Contract, or for any other cause except final Indian GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.

12.5 The Bidder shall quote the prices in 'figures' & 'words'. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account until any price escalation/variation is allowed elsewhere in the Tender Document.

12.7 Deleted

13.0 TAXES & DUTIES

13.1 IN CASE OF INDIAN BIDDER

13.1.1 Bidders are required to mention the GST Registration No. while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

13.1.2 Quoted prices should be inclusive of all taxes and duties, except GST (CGST & SGST or IGST or UTGST). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Contractor/Boo Processor) only. Supplier of Goods / Services (Contractor/Service provider) providing taxable service shall issue an E-Invoices/ Invoice, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Contractor/ Service provider) with requisite details. Payments to Contractor/Boo Processor for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. Further, CGIL may seek

copies of challan and certificate from Chartered Accountant for deposit of GST (CGST & SGST/UTGST or IGST) collected from Owner.

13.1.3 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Contractor/Boo Processor) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case CGIL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Contractor/Boo Processor's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

Beyond the contract period, in case CGIL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CGIL's account.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.1.4 Where the CGIL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):-

Owner/ CGIL will reimburse the GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Contractor/Boo Processor) at actuals against submission of E-invoices/ Invoices as per format specified in rules/ regulation of GST to enable Owner/ CGIL to claim input tax credit of GST (CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the GST (CGST & SGST/UTGST or IGST) is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST (CGST & SGST/UTGST or IGST) quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.1.5 Where the CGIL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

Owner/ CGIL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Contractor/ Service provider) at actuals against submission of E-invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST).

13.1.6 CGIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid. Where CGIL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.1.7 In case CGIL is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as

per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.

Where CGIL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and CGIL has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CGIL or ITC with respect to such payments is not available to CGIL for any reason which is not attributable to CGIL, then CGIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by CGIL to Contractor/Boo Processor / Supplier.

13.1.8 Contractor/Boo Processor shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable CGIL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor/Boo Processor with requisite details.

If input tax credit is not available to CGIL for any reason not attributable to CGIL, then CGIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by CGIL in future to the Contractor/Boo Processor under this contract or under any other contract.

13.1.9 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

13.1.10 In case the GST rating of Contractor/Boo Processor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by CGIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then CGIL shall not be obligated or liable to pay or reimburse GST to such Contractor/Boo Processor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by CGIL.

13.1.11 The Contractor/Boo Processor shall mention the particulars of CGIL (specified in BDS) on the Invoice. Besides, if any other particulars of CGIL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

13.1.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.1.13 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by CGIL as no ITC is allowed on such invoices. Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor/Boo Processor with requisite details.

If input tax credit is not available to CGIL for any reason not attributable to CGIL, then CGIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the e-invoice /invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties

and interest, if any, against any amounts paid or becomes payable by CGIL in future to the Contractor/Boo Processor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of CGIL that the Contractor/Boo Processor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CGIL to the government exchequer, then, that Contractor/Boo Processor shall be put under Holiday list of CGIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on CGIL.

13.1.14GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, CGIL shall place orders

13.1.15Wherever TDS under GST Laws has been deducted from the E-invoices/invoices raised / payments made to the Contractor/Boo Processors, as per the provisions of the GST law / Rules, Contractor/Boo Processors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Contractor/Boo Processors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.1.16**New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Contractor/Boo Processor on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.1.17Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of CGIL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of CGIL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of CGIL.

13.2 IN CASE OF FOREIGN BIDDER:

A foreign Contractor/Boo Processor shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Employer's country.

For Foreign bidders who is not having the Permanent Establishment/ Tax Residency (refer clause no.46 of this Section) in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of Services/ Works shall be payable by CGIL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and CGIL makes payment of IGST under Reverse Charge to Exchequer, if the foreign bidder is later on required to discharge tax liability as Contractor/Boo Processor, then CGIL will not reimburse tax, interest and penalty amount to such foreign Contractor/Boo Processor on this account.

In case Foreign bidder who is having the permanent establishment/ tax residency in India/ GST Registration, GST (CGST & SGST/UTGST or IGST) shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) shall be as per provision applicable to Indian bidder mentioned herein above.

14 BID CURRENCIES:

14.1 Bidders must submit bid in Indian Rupees Only

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by CGIL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause 16" in all respects.

16 EARNEST MONEY DEPOSIT/BID SECURITY

16.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' /'**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of Coal Gas India Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2 of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of CGIL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable. Purchaser will verify the BG from issuing bank.

16.3 CGIL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or equivalent in US Dollars

and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.

16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.2” may be rejected by CGIL as non-responsive.

16.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.

16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ and furnishing the ‘Contract Performance Security (CPS’ pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the ‘Bid Validity Period’
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) furnish “Contract Performance Security”, in accordance with “ITB: Clause-38”
 - (iii) accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of ‘Bank Guarantee’ the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by CGIL. The forfeiture amount will be subject to final decision of CGIL based on other terms and conditions of order/ contract.

16.11 EMD/Bid Security will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of EMD/ Bid Security submitted by the bidder and bid of such bidder will be summarily rejected.

16.12 EMD may be submitted by Consortium bidder (In case all the members of the Consortium bidder are foreign firms, the Currency of EMD shall be in USD; In case any one member of the Consortium bidder is an Indian firm, the Currency of EMD may be in USD or INR)

OR

EMD may be submitted by any one member of the consortium. In such case, if the Consortium member submitting the EMD is an Indian Firm, the Currency of EMD shall be in INR and if the Consortium member submitting the EMD is a foreign firm, the Currency of EMD shall be in USD.

16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)

are required to submit Declaration for Bid Security as per proforma at Form F-2A.

16B FIXED DEPOSIT RECEIPT AS EMD:

(i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of “Coal Gas India Limited”.

The FDR shall be in the name of the Coal Gas India Limited (Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of CGIL. However, CGIL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to CGIL as per the format of **“Third Party Deposit Confirmation Letter” placed as Form F-25**

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the “Fixed Deposit” itself or separately on its letterhead. CGIL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR should have a validity of at least ‘two [02] months’ beyond the date on which the bid expires.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Kolkata.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of CGIL.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to CGIL in the format "F-11", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on CGIL e-tender portal against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CGIL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CGIL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. CGIL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by

the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm
- (b) Earnest Money Deposit / Bid Security/ Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule/ Mutually Agreed Damages
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Payment terms
- (n) Patent Infringement & Indemnification
- (o) Overall Ceiling on Total Liability
- (p) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 E-PAYMENT

CGIL has initiated payments to Contractor/Boo Processors electronically, and to facilitate the payments electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 Bids shall be submitted through e-tender mode i.e. on CPP Portal (<https://eprocure.gov.in/eprocure/app>) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. EMD /physical documents shall be addressed to the owner at address specified in IFB

21.2 Deleted

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT /REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

21.5 Deleted

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 CGIL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8.0 and/or 9 of ITB refers). In that case all rights and obligations of CGIL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on CGIL's e-tender portal/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of GePNIC shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by CGIL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 IN CASE OF E- TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 IN CASE OF MANUAL BIDDING (NOT APPLICABLE)

[E] – BID OPENING AND EVALUATION

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 25.1 CGIL 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 obligations to inform the affected Bidder(s) of the ground for CGIL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which CGIL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by CGIL within

15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

- i) Only a bidder who has participated in tender can make such representation
- ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

25.3 However, following decisions of CGIL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ Contractor/Boo Processor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 ***Unpriced Bid Opening :***

CGIL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 ***Priced Bid Opening:***

26.2.1 CGIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidder's representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact CGIL on any matter related to the bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence CGIL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the procedure in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
 - (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration ';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 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 employer 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 for evaluation of bid.
- 29.3 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 Employer's rights or the tenderer's obligations under the proposed Contract) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation incase of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be

made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption). The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bidder parts from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the CGIL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Contractor/Boo Processor shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct
- (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 DELETED

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 DELETED

34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017/ Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure V to ITB herewith.

[F] – AWARD OF CONTRACT

35

AWARD

Subject to "ITB: Clause-29", CGIL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

In case Indian bidder emerged as successful bidder, CGIL intent to place the contract directly on the address from where Works are to be rendered. In case, bidder wants contract at some other address or Works to be rendered from multiple locations, bidder is required to provide in their bid address on which contract is to be placed.

CGIL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36

NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1

Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by CGIL either by Fax /-E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on CGIL and successful Bidder (i.e. Contractor/Boo Processor). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. CGIL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

36.2

Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause 37".

36.3

Upon the successful Bidder's / Contractor/Boo Processor's furnishing of 'Contract Performance Security, pursuant to "ITB: Clause 38", CGIL will promptly discharge his 'Earnest Money Deposit/ Bid Security', pursuant to "ITB: Clause 16"

36.4

Contract value mentioned in the FOA/LOA is subject to Price Reduction Schedule clause.

36.5

CGIL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to CGIL.

37

SIGNING OF AGREEMENT

37.1

The successful Bidder/Contractor/Boo Processor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor/Boo Processor] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen

[15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor/Boo Processor failure on the part of the successful Bidder/Contractor/Boo Processor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit / Action as per Bid Security declaration.

37.2 Domestic bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from CGIL, the successful bidder shall furnish the Contract Performance Security (CPS). The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

38.3 Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or equivalent in US Dollars and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.

38.5 Deleted

38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to CGIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by CGIL.

38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of CGIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "**Security Deposit/ Contract Performance Security against FOA/DLOA no. _____(Contractor/Boo Processor to specify the FOA/DLOA No.)**" under remarks column of such transaction of respective bank portal. The Contractor/Boo Processor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.8 In case of forfeiture of Contract Performance Security ~~in terms of GCC~~, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by CGIL. The forfeiture amount will be subject to final decision of CGIL based on other terms and conditions of order/contract.

38.9 CPS will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS submitted by the Contractor/Boo Processor.

38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

38.12 Fixed Deposit Receipt as CPS:

(i) The Fixed Deposit Receipt (FDR) submitted by Vendor/CONTRACTOR/BOO PROCESSOR from a Bank based in India shall be duly pledged / lien in favour of "Coal Gas India Limited".

The FDR shall be in the name of the Coal Gas India Limited A/c(Name of Vendor/Contractor/Boo Processor) and the Vendor/Contractor/Boo Processor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of CGIL. However, CGIL can encash this FDR without the approval of the Vendor/Contractor/Boo Processor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to CGIL as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Form F-25**

Note : FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor/Boo Processor within 30 days of the receipt of the notification of award/ FOA from CGIL.

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. CGIL will verify the Fixed Deposit Receipt from issuing bank.

(ii) The FDR submitted should have a validity of at least 'three [03] months' beyond the Warranty Period/Defect Liability Period.

(iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Kolkata.

(iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of CGIL.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I to Section-III.

39.2 Deleted

39.3 Name and contact details of nodal officer -refer BDS

39.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTOR/BOO PROCESSORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the CONTRACTOR/BOO PROCESSORS/Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in CGIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I to Section-III), the Contractor/Boo Processor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by CGIL, to such Contractor/Boo Processors/Bidders.

The Contractor/Boo Processor/ Bidder understands and agrees that in such cases where Contractor/Boo Processor/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by CGIL, such decision of CGIL shall be final and binding on such Contractor/Boo Processor/ Bidder and the 'Arbitration clause' in the "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)(applicable for Indian bidder)

40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

40.2 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.3 If against an order placed by CGIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered as per provision mentioned at clause no. 40.2 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.4 The benefits of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

40.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

40.6 Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. CGIL is already registered on the following TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai
- M/s Mynd Solutions Private Limited (Mynd), New Delhi
- M/s A. TReDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME Contractor/Boo Processor can avail the TReDS facility, if they want to.

40.8 Interest Payment on Delayed Payments to MSMEs is payable in line with the Micro, Small and Medium Enterprises Development Act, 2006.

40.9 **Considering that the subject work falls under “Works Contract”, Purchase preference & exemption of EMD to MSE’s Bidders shall not be applicable as per government guidelines.**

41 AHR ITEMS [NOT APPLICABLE]

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Annexure II to Section-III herewith

43 INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the Contractor/Boo Processor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the Contractor/Boo Processor’s account.

43.3

(i) TDS

TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 Withholding Tax (WHT) for foreign bidders shall be as per clause no.46 of ITB

43.5 MENTIONING OF PAN NO. IN INVOICE/BILL:

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of works exceeding Rs. 2 Lacs per transaction or as amended from time to time.

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

Payment of Contractor/Boo Processor shall be processed only after fulfillment of above requirement

44. DISPUTE RESOLUTION MECHANISM

44.1 Deleted

44.2 CONCILIATION AND ARBITRATION

1.0 CONCILIATION

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, CGIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) 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 from CGIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and CGIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of CGIL on the appointment of the

sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘‘Delhi International Arbitration Centre’’.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Kolkata, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at kolkata.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Boo Processor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/CGIL has been made final and binding in terms of the Contract.
- 2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Kolkata.

3.0 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Kolkata for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions

of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts) inter se and also between CPSEs and Government Departments /Organizations), such dispute or difference shall be taken up by either party for resolution only through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44& 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46. PROVISION IN TENDER REGARDING PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

“Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by CGIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

(i) In case of procurement of goods / spares / services/works (other than technical services and Royalty) etc.

- A certificate of having no business connection in India as given in Format F-17A, or

In case the non-resident bidder has a business connection in India, but the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Format F-17B) along with (ii) declaration in form 10-F (as given in Format F-17C) and (iii) tax residency certificate

(ii) In case of services in nature of Fees for Technical Services & Royalty for use of equipment or instrument etc.

If the bidder does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the bidder is required to furnish (i) a certificate of no permanent establishment (as given in Format F-17B) along with (ii) declaration in form 10-F (as given in Format F-17C) and (iii) tax residency certificate.

(iii) The foreign bidder is required to additionally comply with the following conditions:-

- a) If the non-resident is unable to obtain & submit tax residency certificate to CGIL within a reasonable time, the bidder should furnish Form 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to CGIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.
- b) Where a non-resident has a PE in India then tax will be deducted at applicable rates and no cognizance will be given to the statement/declaration of bidder that no income derived from transaction is attributable to PE in India.

Note 1:- The word permanent establishment shall include a fixed place PE or service PE or installation PE or dependent agent PE or any other PE by whatever name called.

Note 2:- In absence of above mentioned documents for respective category, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 and the benefit of reduced rate will not be given.

Note 3:- In cases where the foreign bidder is not availing the benefits of DTAA and does not furnish the PAN No., TDS will be deducted at applicable rate or @ 20% (in accordance with section 206AA) whichever is higher under Income Tax Act, 1961.

Note 4:- In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and CGIL will not bear additional tax liability (if any) arising from non-submission of documents.

Note 5- The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Note 6:- Additionally, the foreign bidder shall be required to furnish following document(s) -

- In case the non-resident has a Permanent Establishment in India, in terms of DTAA between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by CGIL, the address of Permanent Establishment or Dependent Agent is to be provided.
- In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents

(iv) Tax Incidence

If bidder insists at the time of bidding that withholding tax/TDS liability is to be borne by CGIL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign CONTRACTOR/BOO PROCESSOR based on the documents submitted by them at the time of bidding) and Withholding Tax/TDS certificate will be issued.

Provided that in case, any additional tax liability arises on CGIL due to any action of bidders like delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from CONTRACTOR/BOO PROCESSOR.

Provided further where any CONTRACTOR/BOO PROCESSOR avails tax credit on the basis of WHT certificate issued by CGIL then he shall be obligated to refund the amount of which credit has been availed by the CONTRACTOR/BOO PROCESSOR.

- In case bidder agrees to bear the WHT as per provisions of Income Tax Act, 1961 no loading on quoted prices towards WHT will be done. The Withholding tax (WHT)/TDS will be deducted from their payments due to them and WHT/TDS certificate will be issued as per Income Tax Act 1961.”

48 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 Secti-n -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 off 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.

49 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

PRS is the reduction in the consideration / contract value for the jobs/works/services covered under this contract. In case of delay in execution of contract, Contractor/Boo Processor should raise invoice for reduced value as per PRS. If Contractor/Boo Processor has raised the invoice for full value, then Contractor/Boo Processor should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if Contractor/Boo Processor fails to submit the invoice with reduced value or does not issue credit note as mentioned above, PRS will release the payment to Contractor/Boo Processor after giving effect of the PRS clause with corresponding reduction of taxes charged on Contractor/Boo Processor's invoice, to avoid delay in payment.

In case any financial implication arises on CGIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Contractor/Boo Processor. CGIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by CGIL in future to the Contractor/Boo Processor under this contract or under any other contract.

50 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANT

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

51. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in Contractor/Boo Processors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates

any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern CONTRACTOR/BOO PROCESSOR.

CGIL's CONTRACTOR/BOO PROCESSORS may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

52. DELETED

53. CONTRACTOR/BOO PROCESSOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY (APPLICABLE FOR INDIAN BIDDERS)

While engaging the contractual manpower, CONTRACTOR/BOO PROCESSORS are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

54. DELETED

55. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in Conditions of Contract (CoC).

However, for release of payment, CONTRACTOR/BOO PROCESSOR is required to submit invoice along with other documents as mentioned in CoC.

56. DELETED

57. SUB-LETTING OF WORKS

The following Clause is added as hereunder

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the CONTRACTOR/BOO PROCESSOR without the approval of CGIL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, if specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

- Whether the management is common;
- Majority interest in the management is held by the partners or directors of banned/ suspended agency;
- Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
- Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- All successor agency will also be considered as allied agency.

A.9 “Investigating Agency” shall mean any department or unit of CGIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the CGIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 “Obstructive practice”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CGIL’s rights of audit or access to information.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with CGIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract)

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the CONTRACTOR/BOO PROCESSOR on account of work already executed by him shall be payable to the CONTRACTOR/BOO PROCESSOR and this amount shall be subject to adjustment against any amounts due from the CONTRACTOR/BOO PROCESSOR under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of CGIL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, CGIL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with CGIL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with CGIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning Order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in CGIL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by CGIL	2 years
4	If act of vendor/ CONTRACTOR/BOO PROCESSOR is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency
- (iii) Non performance of Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months. Period of suspension can be by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from CGIL.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of CGIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of ‘Integrity pact’ and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTOR/BOO PROCESSORS/ CONSULTANTS

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a CONTRACTOR/BOO PROCESSOR within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants associated with CGIL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 Methodology

(i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/Consultant for all orders/Contracts with a value of Rs.50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

(ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

(iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant. Response of Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant would be considered before deciding further course of action

(iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of CGIL.

(v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants:

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant is not on watch list/ holiday list/ banning list.

- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants in all such cases.

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTOR/BOO PROCESSORS/ CONSULTANTS**

5.1 FOR PROJECTS

- (i) Evaluation of performance of Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- (ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-A) for all Orders and Contracts.
- (iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future. When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A. Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / CONTRACTOR/BOO PROCESSOR / Consultant for the following action:

1. Poor Performance on a account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday for One Yearb) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Holiday for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant shall be put on watch list for a period of Two (2) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Putting on Holiday for a period of One Year

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Putting on Holiday for a period of Two Years.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/Consultant (under clause no. 32 (C) of GCC-Works)

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/CONTRACTOR/BOO PROCESSOR /Consultant shall be put on watch list for a period of Two (2) Years. Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s). The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant.

(b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

(c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is “FAIR”:
Issuance of warning to such defaulting Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

- (i) Evaluation of performance of Vendors/ Suppliers/CONTRACTOR/BOO PROCESSORS/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- (ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-B) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge
- (iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.

- (iv) Reply from concerned Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- (v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / CONTRACTOR/BOO PROCESSOR / Consultant for the following action

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) **First Instance: Holiday for One Year**
 - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Holiday for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) **First such instance: Advisory notice(Yellow Card) shall be issued and Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant shall be put on watch list for a period of Two(2) Years.**
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Putting on Holiday for a period of One Year**
 - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Putting on Holiday for a period of Two Years**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/Consultant (under clause no. 34.2.3 of GCC-Works)

- (a) **First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/CONTRACTOR/BOO PROCESSOR /Consultant shall be put on watch list for a period of Two(2) Year.**
 Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
 However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
 The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant.
- (b) **Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ CONTRACTOR/BOO PROCESSOR/ Consultant: Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/CONTRACTOR/BOO PROCESSORs/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 EFFECT OF HOLIDAY

7.1 If a Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant is put on Holiday, such Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant should not be considered in ongoing tenders/future tenders.

7.2 However, if such Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

8.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

8.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

8.0 While putting the Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/CONTRACTOR/BOO PROCESSOR/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to CGIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

11. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, CGIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case C BIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of CGIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CGIL to the government exchequer, then, that Supplier shall be put under Holiday list of CGIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on CGIL.

Coal Gas India Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
CONTRACTOR/BOO PROCESSOR/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note :

- (#) Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-CONTRACTOR/BOO PROCESSOR due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE		40 Marks
Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0
1.2 QUALITY PERFORMANCE		40 Marks
For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations \leq 2 3. No. of deviations $>$ 2	5 marks 2 marks 0 marks
1.3 RELIABILITY PERFORMANCE		20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents	4 marks

	for Extra, Substituted & AHR items	
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**PERFORMANCE RATING DATA SHEET
(FOR O&M)**

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/
CONTRACTOR/BOO PROCESSOR/ Consultant
- vi) Contracted delivery/
Completion Schedule
- vii) Actual delivery/
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING ()**

Note :

- (#) Vendor/Supplier/CONTRACTOR/BOO PROCESSOR/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-CONTRACTOR/BOO PROCESSOR due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks**(For O&M)**

1. Marks are to be allocated as under:

1.1	DELIVERY/ COMPLETION PERFORMANCE	40 Marks
	Delivery Period/ Completion Schedule	Delay in Weeks
a) Upto 3 months		Before CDD 40 Delay upto 4 weeks 35 " 8 weeks 30 " 10 weeks 25 " 12 weeks 20 " 16 weeks 15 More than 16 weeks 0
b) Above 3 months		Before CDD 40 Delay upto 4 weeks 35 " 8 weeks 30 " 10 weeks 25 " 12 weeks 20 " 16 weeks 15 " 20 weeks 10 " 24 weeks 0 More than 24 weeks 0
1.2	QUALITY PERFORMANCE	40 Marks
	For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature 0 marks - Moderate nature 5 marks - low severe nature 10-25 marks	
iii) Number of deviations	1. No deviation 5 marks 2. No. of deviations ≤ 2 2 marks 3. No. of deviations > 2 0 marks	
1.3	RELIABILITY PERFORMANCE	20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents	4 marks

	for Extra, Substituted & AHR items	
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Annexure-III to Section-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

1 The Bid shall be submitted in electronic format (through CPP portal) as per given time schedule.

2 **Instruction for Online Submission of Bid**

Instructions to the Bidders to submit the bids online through the e-tendering website i.e. **Central Public Procurement (CPP) Portal** Government of <https://eprocure.gov.in/eprocure/app> (if, needed, CPP Portal helpline number should be used for latest update in this regard.

1. Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. **No other mode of Bidding shall be allowed.**
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the CONTRACTOR/BOO PROCESSORs/bidders on the e-procurement / e-tender portal is a prerequisite for e-tendering.

Foreign Bidders to visit CPP website (<https://eprocure.gov.in/eprocure/app>) for procedure for obtaining Digital Signature Certificate (DSC).

3. Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the CONTRACTOR/BOO PROCESSORs/bidders through email_id provided.
4. Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
5. 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 / Smart Card, should be registered.
6. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
7. CONTRACTOR/BOO PROCESSOR/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.
8. After downloading /getting the ITB / Tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

9. If there are any clarifications, this may be obtained online through' the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
10. 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 eToken / Smart Card to access DSC.
11. Bidder selects the tender which he / she is interested in by using the search option & then moves it to the 'my tenders' folder.
12. From my tender folder, he / she selects the tender to view all the details indicated.
13. 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.
14. 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, permitted. Bidder 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.
15. If there are any clarifications, this may be obtained through the sites, 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.
16. 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.
17. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the TIA, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
18. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets/Covers.
19. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
20. The details of the 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.

21. The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
22. 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.
23. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates 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 the tender.
24. The Bidders are requested to submit the bids through online e-tendering system to the 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.
25. 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.
26. 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.
27. 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 id submission & not be viewable by any one until the time of bid opening.
28. 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
29. The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Date storage encryption of sensitive fields is done.
30. 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.

31. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppp-nic@nic.in.

21.3 Bidder can also download the Tender document from CPP portal <https://eprocure.gov.in/eprocure/app> / PDIL Website <https://www.pdilin.com> / CIL website <https://www.coalindia.in> / GAIL website <https://www.gailtenders.in>.

However, Bid must be submitted by the bidder through e-tendering website only i.e. **Central Public Procurement Portal (CPPP)** Government of India (<https://eprocure.gov.in/eprocure/app>) on or before bid due date and time mentioned in the Invitation For Bid (IFB).

21.4 **Physical Bid, Bid through e-mail/Post/Fax/CD etc. are not permitted.** The electronic bids (e-bids) submitted online through above Central Public Procurement Portal (CPPP) of Government of India shall only be considered for evaluation and ordering. Bidders are required to upload the Bid along with all supporting documents including Priced bid on above Central Public Procurement Portal (CPPP) of Government of India only.

21.5 However, in addition to submission of e-bids as above, bidders are required to submit **the original documents (EMD/POA/TPIA/Integrity Pact/Letter of Credit) in following manner**

The documents shall be in a sealed envelope which should reach on or before the e-Bid submission Due Date and time at the address mentioned below.

Titled as **“Original Documents for NIT No..... and Name of the Project**

Projects & Development India Limited,
(Materials Management Department)
P.D.I.L Bhawan, A-14, Sector-1,
Noida , (India)

Attention:

Ms. Ritu Agarwal

Dy. General Manager (MM)

E-mail: rituagarwal@pdilin.com / alam@pdilin.com

ANNEXURE-IV TO SECTION-III

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description:				
1.1	The Invitation for Bids/ Tender no is : PNMM/PC-217/E-002 DATED 31.12.2025				
1.1	The Employer/Owner is: Coal Gas India Limited CGIL)				
1.2	The name of the Works/Services to be performed is: AIR SEPARATION UNIT AT BARDAWAN COAL COMPLEX, WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>APPLICABLE</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India) Kind Attention: Ms. Ritu Agarwal, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2529842 E-mail: rituagarwal@pdilin.com; alam@pdilin.com				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : As per Conditions of Contact.				
12	Deleted				
13	Deleted				

13.1.10	Details of Employer:	
	Employer	Coal Gas India Limited VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378
	GST No.	19AAMCC56271Z3
	PAN No.	AAMCC56271

15	The bid validity period shall be Nine (09) months from final 'Bid Due Date'.
16.1, 16.9 & 38.6	<p>In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque', or 'Insurance Surety Bond' / 'Fixed Deposit Receipt' the same should be favor of Coal Gas India Limited, payable at Delta Tower Branch , Salt Lake, Kolkata</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of CGIL's Bank account are as under:</p> <p>Account Holder's Name:Coal Gas India Limited Account Number:833505000081 IFSC Code: Delta Tower Branch , Salt Lake, Kolkata Other details: Delta Tower Branch , Salt Lake, Kolkata</p> <p>Bidder to mention reference no. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in CGIL's Bank Account.</p>

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22.2, 26 of ITB and 4.0 of IFB	<p>For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB and 22.2 of Section-III and Bid Opening Purpose, the Owner's address is :</p> <p>M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)</p> <p>Kind Attention: Ms. Ritu Agarwal, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063</p>

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.

34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tenderi) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				
33	Compensation for Extended Stay: <table border="1" data-bbox="403 435 1060 642"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				

F. AWARD OF CONTRACT

ITB clause	Description				
37	State of India which stamp paper is required for Contract Agreement:				
38	Contract Performance Security/ Security Deposit <table border="1" data-bbox="377 855 1038 1012"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit: SD/ CPS shall be INR 196 Crores to be submitted within 30 days of FOA/ notification of award. Or, Initial Security Deposited (ISD) INR 98 Crores within 30 days of FOA/ notification of Award and deduction @ 10% of the RA Bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches INR 196 Crores.)</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
39.3	Deleted				
Annexure-V to Section-III (PP-LC Policy)	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="403 1522 1060 1679"> <tr> <td>YES</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
41	Provision of AHR Item : <table border="1" data-bbox="403 1775 1060 1932"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
44	Quarterly Closure of Contract: <table border="1" data-bbox="403 1955 1060 2042"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>		
APPLICABLE	<input checked="" type="checkbox"/>				

	NOT APPLICABLE	✓	
48	Applicability of provisions relating to Startups:		
	APPLICABLE	✗	
	NOT APPLICABLE	✓	
SCC	Deleted		
Clause no. 27.3 of GCC	Bonus for Early Completion		
	APPLICABLE	✗	
	NOT APPLICABLE	✓	

ANNEXURE-V TO SECTION-III

**POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT
(PREFERENCE TO MAKE IN INDIA), ORDER 2017**

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

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

Explanatory notes for calculation of local content given above

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

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✓

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

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

'Repacking' 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.

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

2A. Special treatment for items covered under PLI Scheme

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

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

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

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

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

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

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

3A. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.
- (b) In the procurement of goods or works, which are covered by para 3(b)

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

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

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

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

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

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

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

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

9. Verification of local content:

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

i below.

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

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to 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/



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

Page 8 of 10

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

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

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

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

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

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

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

- 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

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UNDERTAKING FOR APPLICABILITY OF POLICY
(APPLICABLE FOR MSEs and CLASS-I LOCAL SUPPLIER ONLY)

NOT APPLICABLE

FORM-2

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II
LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (*Name of Bidder*) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....

.....

.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and CGIL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

FORM-3

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION**

(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir

“We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (*Name of the bidder*) hereby certify that as per definition specified in policy, M/s. _____ (*Name of the bidder*) is

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (*Name of Bidder*) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of% .

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date: Designation:

Seal:

Membership no.

Note:

- (i) This certificate is to be furnished by 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)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

ANNEXURE-VI TO SECTION-III

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY
MANUFACTURED IRON & STEEL (DMI & SP) PRODUCTS**



भारत का राजपत्र

The Gazette of India

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अधिसूचना

नई दिल्ली, 1 अप्रैल, 2025

सा.का.नि. 213(अ).— घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने वाली पूर्ववर्ती निति का अधिक्रमण करते हुए सरकारी अधिप्राप्ति में घरेलू रूप में विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता प्रदान करने हेतु संशोधित घरेलू रूप में विनिर्मित लौह एवं इस्पात उत्पाद नीति- 2025 को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है।

सरकारी अधिप्राप्ति में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2025

1. पृष्ठभूमि

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पादों (डीएमआईएंडएसपी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित, परिशिष्ट क में अधिसूचित लौह एवं इस्पात उत्पादों तथा परिशिष्ट ख में अधिसूचित लौह एवं इस्पात उत्पादों के विनिर्माण हेतु पूँजीगत माल पर लागू होती है। यह नीति वाणिज्यिक पुनर्विक्रय के उद्देश्य अथवा वाणिज्यिक विक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

2. परिभाषाएं

- 2.1 बोलीदाता लौह एवं इस्पात का कोई घरेलू/विदेशी विनिर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डिलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित परियोजनाओं में बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।
- 2.2 घरेलू स्तर पर विनिर्मित लौह एवं इस्पात उत्पाद (डीएमआईएंडएसपी) वे लौह एवं इस्पात उत्पाद हैं जिनका विनिर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एसईजैड) शामिल हैं।
- 2.3 घरेलू विनिर्माता खंड 7 में दिशा निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम के अनुसार 'विनिर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक विनिर्माता है।
- 2.4 इस नीति के प्रयोजन से सरकार का तात्पर्य भारत सरकार से है।
- 2.5 सरकारी एजेंसियों में सरकार के सार्वजनिक क्षेत्र के उपक्रम, भारत सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 एमओएस का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 निवल बिक्री मूल्य इन्वॉइस मूल्य होगा जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 अर्ध-तैयार इस्पात (सेमी-फिनिशड स्टील) का तात्पर्य इनगोट्स, बिलेट्स, ब्लूम्स और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 तैयार इस्पात (फिनिशड स्टील) का तात्पर्य सपाट और लंबे उत्पादों से होगा, जिन्हें बाद में प्रसाधित कर विनिर्मित वस्तु बनाया जा सकता है।
- 2.10 एल1 का तात्पर्य निविदा अथवा अन्य अधिप्राप्ति अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाधोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य अधिप्राप्ति अनुरोधों में प्राप्त न्यूनतम निविदा अथवा न्यूनतम बोली अथवा न्यूनतम भाव से होगा।
- 2.11 खरीद वरीयता के मार्जिन का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डीएमआईएंडएसपी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए होगा।
- 2.12 'मेल्ट एंड पोर' को एक ऐसे इस्पात के रूप में परिभाषित किया गया है जिसे इस्पात का निर्माण करने वाले फर्नेस में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। जिस स्थान पर यह प्रक्रिया होती है उसे मेल्ट एंड पोर का उद्भव स्थल (सीओएम) कहा जाता है। सीओएम वह मूल स्थान है जहाँ क्रूड इस्पात को पहली बार तरल अवस्था में उत्पादित किया जाता है और इसे अपने पहले ठोस आकार में डाला जाता है। पहला ठोस आकार एक अर्ध-तैयार उत्पाद जैसे स्लैब, बिलेट, पिंड या एक तैयार इस्पात मिल उत्पाद हो सकता है।
- 2.13 घरेलू मूल्य संवर्धन का अर्थ है - भारत में जोड़े गए मूल्य की राशि जो अधिप्राप्ति की जाने वाली वस्तु के कुल मूल्य (शुद्ध घरेलू अप्रत्यक्ष करों को छोड़कर) में से अधिप्राप्ति की जाने वाली वस्तु के कुल मूल्य के अनुपात के रूप में वस्तु में आयातित सामग्री के मूल्य (सभी सीमा शुल्कों सहित) को घटाकर प्रतिशत में प्राप्त होगी। 'घरेलू मूल्य संवर्धन' की परिभाषा डीपीआईआईटी दिशा-निर्देशों के अनुरूप होगी और भविष्य में डीपीआईआईटी द्वारा किसी भी बदलाव के मामले में इसे उपयुक्त रूप से संशोधित किया जाएगा। इस नीति दस्तावेज के उद्देश्य के लिए, घरेलू मूल्य संवर्धन और स्थानीय सामग्री का परस्पर उपयोग किया गया है।

% घरेलू मूल्य संवर्धन =

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य (शुद्ध घरेलू
अप्रत्यक्ष करों को छोड़कर) – वस्तु में आयातित सामग्री का मूल्य
(सभी सीमा शुल्कों सहित)}

----- X 100%

{अधिप्राप्त की जाने वाली वस्तु का कुल मूल्य}

3. अपवर्जन

- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी अधिप्राप्ति के लिये निम्नलिखित शर्तों के अध्यधीन छूट प्रदान की जा सकती है।
 - 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
 - 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- 3.2 छूट संबंधी अनुरोध लौह एवं इस्पात उत्पादों की घरेलू स्तर पर अनुपलब्धता के पर्याप्त प्रमाण के साथ स्थायी समिति के समक्ष प्रस्तुत किए जाएंगे।

4. स्थायी समिति

- 4.1 सचिव (इस्पात) की अध्यक्षता में एक स्थायी समिति नीति के कार्यान्वयन को देखेगी।
- 4.2. इस समिति में उद्योग/ उद्योग संघ/ सरकारी संस्था अथवा निकाय/ इस्पात मंत्रालय (एमओएस) से लिए गए विशेषज्ञ शामिल होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
 - 4.2.1 इस नीति के कार्यान्वयन की निगरानी करना।
 - 4.2.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और 'घरेलू मूल्य वर्धन' की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित करना।
 - 4.2.3 पैरा 3 के अनुसार प्राप्त एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
 - 4.2.4 इस नीति के कार्यान्वयन से संबंधित शिकायतों की प्रारंभिक जांच के लिए एक शिकायत निवारण समिति का गठन करना।
 - 4.2.5 अधिप्राप्ति एजेंसी द्वारा इस नीति का अनुपालन न किए जाने की स्थिति में संबंधित मंत्रालयों/विभागों को उचित कार्रवाई के लिए निर्देश जारी करना और सलाह देना।
- 4.3 जहां भी प्राप्त इकाई इस निष्कर्ष पर पहुंचती है कि उपलब्ध बोलीदाता/विनिर्माता द्वारा अनुचित रूप से उच्च मूल्य निर्धारित किया गया है, तो मामले को स्थायी समिति को भेजा जा सकता है। ऐसे मामलों में, प्राप्त इकाई को अपने मामले को पूर्ण और विस्तृत दस्तावेजों के साथ प्रमाणित करना होगा।
- 4.4 बोली दस्तावेज में विदेशी प्रमाणन/अनुचित तकनीकी विनिर्देश निर्दिष्ट करना स्थानीय आपूर्तिकर्ताओं के विरुद्ध प्रतिबंधात्मक और भेदभावपूर्ण व्यवहार है। यदि भारतीय मानकों की अनुपलब्धता और/या किसी अन्य कारण से विदेशी प्रमाणन निर्धारित करना आवश्यक है, तो ऐसा समिति की लिखित स्वीकृति के बाद ही किया जाएगा।

5. प्रयोज्यता

5.1 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/इकाइयों तथा सरकारी परियोजनाओं के लिए लौह एवं इस्पात उत्पादों की खरीद हेतु इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी, यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/अंशतः वित्तपोषित किया जाता है।

5.2 यह नीति सार्वजनिक क्षेत्रों के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन एजेंसियों/इकाइयों पर लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत मालों (परिशिष्ट-ख) की अधिप्राप्ति के लिए लागू है, न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से।

5.3 यह नीति उन परियोजनाओं और गैर-परियोजनाओं पर लागू होगी, जहाँ किसी संविदा में लौह एवं इस्पात उत्पादों (परिशिष्ट-क) का कुल अधिप्राप्ति मूल्य मदवार आधार पर 5 लाख रुपये से अधिक है।

5.4 लौह एवं इस्पात उत्पादों की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआईएंडएसपी नीति का परिशिष्ट-क)। लौह एवं इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु. तक हो, (डीएमआईएंडएसपी नीति के परिशिष्ट-ख) के लिए पूंजीगत माल की अधिप्राप्ति से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी।

5.5 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी ईपीसी संविदा और/अथवा अन्य आवश्यकता को पूरा करने के लिए को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पातों की अधिप्राप्ति पर लागू है।

6. अधिप्राप्ति के लिए निविदा प्रक्रिया

6.1 प्राप्त एजेंसियां डीएमआईएंडएसपी नीति का पालन करते समय वित्त मंत्रालय और सीवीसी के अनुदेशों के अनुसार मानक अधिप्राप्ति संबंधी प्रक्रियाओं का पालन करेगी।

6.2 माल की अधिप्राप्ति के साथ-साथ ईपीसी संविदाओं के लिए निविदा दस्तावेज में परिशिष्ट क और परिशिष्ट ख में उल्लिखित आवश्यकताओं के अनुपालन के लिए योग्यता मानदंड को स्पष्ट रूप से रेखांकित किया जाना चाहिए।

6.3 परिशिष्ट-क और परिशिष्ट-ख के तहत आने वाले उत्पादों के घरेलू विनिर्माताओं को बोली लगाते समय नीति में निर्धारित फॉर्म-1 के अनुसार स्थानीय सामग्री का स्व-प्रमाणन करना होगा।

6.4 वे बोलीदाता जो परिशिष्ट-क के अंतर्गत आने वाले लौह एवं इस्पात उत्पादों के घरेलू विनिर्माताओं के विक्रय एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति घर हैं, वे नीति के अंतर्गत घरेलू विनिर्माताओं की ओर से स्व-प्रमाणन के साथ बोली लगाने के लिए पात्र हैं, बशर्ते कि बोलीदाता डिलीवरी के समय घरेलू विनिर्माता द्वारा जारी किया गया प्राधिकरण प्रमाणपत्र प्रस्तुत करें।

6.5 डीएमआईएंडएसपी नीति के परिशिष्ट ख के अंतर्गत आने वाले उत्पादों के लिए बोलीदाता को कंपनी के सांविधिक लेखापरीक्षक या लागत लेखापरीक्षक (कंपनियों के मामले में) या किसी व्यवसायिक लागत लेखाकार या व्यवसायिक चार्टर्ड अकाउंटेंट (कंपनियों के अलावा आपूर्तिकर्ताओं के संबंध में) द्वारा जारी प्रमाणीकरण प्रस्तुत करना होगा, जिसमें यह घोषित किया जाएगा कि लौह एवं इस्पात उद्योग में उपयोग किए जाने वाले पूंजीगत माल निर्धारित घरेलू मूल्य संवर्धन के अनुसार घरेलू स्तर पर विनिर्मित किए गए हैं।

6.6 यदि किसी वस्तु के भारतीय आपूर्तिकर्ताओं को किसी विदेशी सरकार द्वारा अधिप्राप्ति में भाग लेने और/या प्रतिस्पर्धा करने की अनुमति नहीं है, क्योंकि निविदा की कुछ प्रतिबंधात्मक शर्तें हैं, जिनका प्रत्यक्ष या अप्रत्यक्ष रूप से भारतीय कंपनियों पर प्रतिबंध है, जैसे अधिप्राप्ति करने वाले देश में पंजीकरण, अधिप्राप्ति करने वाले देश में विशिष्ट मूल्य की परियोजनाओं का निष्पादन आदि, तो वे उचित पारस्परिक प्रापण संस्थाओं को ऐसे विवरण उपलब्ध कराएंगे।

6.7 इस्पात मंत्रालय द्वारा उन देशों की संस्थाओं की पहचान की गई है जो भारतीय कम्पनियों को इस्पात मंत्रालय से संबंधित किसी भी वस्तु के लिए अपनी सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं देते हैं, उन्हें इस्पात मंत्रालय से संबंधित सभी वस्तुओं के लिए भारत में सरकारी अधिप्राप्ति में भाग लेने की अनुमति नहीं दी जाएगी, सिवाय इस्पात मंत्रालय द्वारा प्रकाशित उन वस्तुओं की सूची के जो उन्हें भाग लेने की अनुमति देती हैं।

6.8 उपरोक्त अनुबंध जैम पोर्टल सहित केन्द्र सरकार की प्रापण संस्थाओं द्वारा आमंत्रित सभी निविदाओं का हिस्सा होगी।

6.9 यदि बोली दस्तावेजों में घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तें शामिल की जाती हैं, तो अधिप्राप्ति करने वाले प्रशासनिक विभाग (इसके प्रशासनिक नियंत्रण के तहत किसी भी इकाई द्वारा अधिप्राप्ति सहित) द्वारा इसकी जिम्मेदारी तय करने के लिए जांच की जाएगी। इसके बाद, संबंधित प्रावधानों के तहत प्रापण संस्थाओं के दोषी अधिकारियों के खिलाफ प्रशासनिक या अन्यथा उचित कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआईएंडएसपी नीति के तहत स्थायी समिति को भेजी जाएगी।

6.10 इस आदेश के उल्लंघन के लिए किसी प्रापण इकाई द्वारा प्रतिबंधित आपूर्तिकर्ता प्रतिबंध की अवधि के दौरान किसी अन्य अधिप्राप्ति करने वाली इकाई द्वारा अधिप्राप्ति के लिए इस आदेश के तहत वरीयता के लिए पात्र नहीं होगा। ऐसी अन्य प्रापण संस्थाओं के लिए प्रतिबंध उस तारीख से प्रभावी होगा जिस दिन यह अन्य अधिप्राप्ति करने वाली संस्थाओं के ध्यान में आता है।

6.11 यदि, इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोलीदाता से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोलीदाता से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करें।

6.12 निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोलीदाता के द्वारा गलत घोषणा किए जाने की स्थिति में प्रापण एजेंसी शास्ती को स्पष्ट रूप से परिभाषित करेगी। इस शास्ती में ऐसे विनिर्माता/ सेवा प्रदाता आदि की ईएमडी को जब्त करना, अन्य वित्तीय शास्ती लगाना और उसे ब्लेकलिस्ट किया जाना शामिल हो सकता है।

7. इस्पात मंत्रालय द्वारा कार्यान्वयन की निगरानी

- 7.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे और इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।
- 7.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की निगरानी करने के लिए नोडल मंत्रालय होगा।
- 7.3 डीएमआईएंडएसपी नीति के अंतर्गत सभी एजेंसियां तिमाही आधार पर घोषणा पत्र भेजेगी जिसमें पिछले वित्तीय वर्ष के दौरान इस नीति के अनुपालन की सीमा और उसके अनुपालन न किए जाने के कारणों को दर्शाया जायेगा।

परिशिष्ट-क

क्र.सं.	लौह एवं इस्पात उत्पाद	एचएस कोड	स्थिति
1	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल्ड उत्पाद, हॉट रोल्ड, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	मेल्ट एंड पोर
2	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात के फ्लैट रोल उत्पाद, कोल्ड रोल्ड (रिड्यूज्ड किया हुआ), नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	मेल्ट एंड पोर
3	600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	मेल्ट एंड पोर
4	600 मि.मी. से कम की चौड़ाई वाले लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, नॉट क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	मेल्ट एंड पोर
5	600 मि.मी. कम की चौड़ाई का लौह अथवा गैर-मिश्रधातु इस्पात का फ्लैट रोल उत्पाद, क्लेड, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	मेल्ट एंड पोर
6	लौह एवं गैर-मिश्रधातु इस्पात का अनियमित रूप से वूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	मेल्ट एंड पोर
7	लौह अथवा गैर-मिश्रधातु इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रॉडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	मेल्ट एंड पोर
8	लौह अथवा गैर-मिश्रधातु इस्पात का अन्य बार्स एंड रॉड्स	7215	मेल्ट एंड पोर
9	लौह अथवा गैर-मिश्रधातु इस्पात का एंगल, शेप और सेक्शन्स	7216	मेल्ट एंड पोर
10	लौह अथवा गैर-मिश्रधातु इस्पात की वायर	7217	मेल्ट एंड पोर
11	600 मि.मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7219	मेल्ट एंड पोर
12	600 मि.मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लैट रोल्ड इस्पात	7220	मेल्ट एंड पोर
13	स्टेनलैस स्टील के अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन्स	7222	मेल्ट एंड पोर
14	अन्य मिश्रधातु इस्पात के तार	7229	मेल्ट एंड पोर
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	मेल्ट एंड पोर
16	कास्ट लौह के ठ्यूब, पाइप और हॉलो पाइप	7303	मेल्ट एंड पोर
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात के ठ्यूब पाइप और हॉलो प्रोफाइल, सीमलैस	7304	मेल्ट एंड पोर
18	लौह अथवा इस्पात के सर्कुलर क्रॉस सेक्शन वाले अन्य ठ्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान	7305	मेल्ट एंड पोर

	रूप से बंद किया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि.मी. से अधिक हो		
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और हॉलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिवेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	मेल्ट एंड पोर
20	लौह अथवा इस्पात के ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कम्प्लिंग, एल्बो स्लीव्स)	7307	मेल्ट एंड पोर
21	स्टेनलैस स्टील का अनियमित रूप से बूंड क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	मेल्ट एंड पोर
22	स्टेनलैस स्टील की वायर	7223	मेल्ट एंड पोर
23	इलेक्ट्रिकल स्टील सहित 600 मि.मी. अथवा उससे अधिक की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7225	मेल्ट एंड पोर
24	इलेक्ट्रिकल स्टील सहित 600 मि.मी. से कम की चौड़ाई वाले अन्य मिश्रधातु इस्पात का फ्लैट-रोल्ड इस्पात	7226	मेल्ट एंड पोर
25	अन्य मिश्रधातु इस्पात का अनियमित रूप से बूंड क्वाइल में बार्स और रोड, हॉट रोल्ड	7227	मेल्ट एंड पोर
26	अन्य मिश्रधातु इस्पात का अन्य बार्स और रॉड्स; अन्य मिश्रधातु इस्पात का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा गैर- मिश्रधातु इस्पात का हॉलो ड्रील बार्स और रॉड्स	7228	मेल्ट एंड पोर
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रील किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	मेल्ट एंड पोर
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेबरिकेटिड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	मेल्ट एंड पोर
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	मेल्ट एंड पोर
30	अधिकतक 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा तरलद्रवी गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	मेल्ट एंड पोर
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा तरलद्रवी गैस के लिए कन्टेनर	7311	मेल्ट एंड पोर
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	मेल्ट एंड पोर
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार्ब्ड वायर; ट्रिवस्ट किया हुआ हूप अथवा सिंगल फ्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्रिवस्ट किया हुआ डबल वायर	7313	मेल्ट एंड पोर

34	लौह अथवा इस्पात वायर का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात संबंधित एक्सपैडेड विस्तृत धातु	7314	मेल्ट एंड पोर
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	मेल्ट एंड पोर
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	मेल्ट एंड पोर
37	लौह एवं इस्पात की वस्तुएं	7317	मेल्ट एंड पोर
38	लौह एवं इस्पात की वस्तुएं	7318	मेल्ट एंड पोर
39	लौह एवं इस्पात की वस्तुएं	7319	मेल्ट एंड पोर
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीब्स	7320	मेल्ट एंड पोर
41	लौह अथवा इस्पात का स्टोब्स, रेंज, ग्रेड, कूकर (सेंट्रल हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वॉर्मर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	मेल्ट एंड पोर
42	लौह अथवा इस्पात का सेंट्रल हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	मेल्ट एंड पोर
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	मेल्ट एंड पोर
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्ट्स	7324	मेल्ट एंड पोर
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	मेल्ट एंड पोर
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तुएं	7326	मेल्ट एंड पोर
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्व-चालित नहीं है	8605	मेल्ट एंड पोर
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्व-चालित नहीं है	8606	मेल्ट एंड पोर
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ड किया हुआ पहिया और उसका हिस्सा	8607	मेल्ट एंड पोर

परिशिष्ट ख

लौह एवं इस्पात उत्पादों के विनिर्माण के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चे माल की रख-रखाव प्रणाली	पाउडर्ड मैटेरियल के लिए एप्रोन फीडर, बैरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टेंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन एयर कंडीशनिंग, फ्यूड कप्लिंग, फोर्क लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्षन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/ पैडल फीडर, न्यूमेटिक ढुलाई – डेस एवं लीन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/ फ्लड लोडिंग प्रणाली, स्टेकर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिप्पलर्स, ट्रांसफर कार, टॉग्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफेक्शन (लौह अयस्क और कोयला) उपकरण	इडस्ट्रीयल क्रशर्स, ग्राइनिंग मिल, कनवेंशनल स्क्रीन, स्लरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%
3	कोक ओवन	कोक ओवन सिलिका रिफेक्टरी, एन्करेज सिस्टम, ब्रांच पाईप के साथ वेस्ट गैस वाल्व, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, वाल्व बॉक्स, ए पी लिड, चार्जिंग और इंस्पेक्शन होल लिड एंड फ्रेम रिवर्सिंग मेकेनिजम, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्किप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/ रिवर्सिंग कॉक्स, लेवल ऑटोमेशन, ओवन मशीन	50%
4	उपोत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टेटिक टार प्रेसिपिटेटर, एच2एस, एनएच3 और नैथ्रलिन स्कबर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिकर पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिकेंटर्स	50%
5	सिंटर संयंत्र उपस्कर	पेलेट कार, ड्राइव/ डिस्चार्ज एंड स्प्रोकेट एसेम्बली कवर्ड रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और ग्रिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, सिन्टर मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपस्कर	पेलेट कार, ड्राइव/ डिस्चार्ज एंड स्प्रोकेट एसेम्बली, कवर्ड रेल, स्लाइड रेल, रनिंग रेल वरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर एसेम्बली, इनडूरेटिंग मशीन का ड्राइव एसेम्बली, उच्च तीव्रता वाला	50%

		मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	
7	ब्लास्ट फर्नेस उपस्कर	ब्लीडर वाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस किलिंग प्लांट प्रणाली, इसके बाइस-पास वाल सहित टॉप रिकवरी ट्रबाइन सिस्टम, डि-ब्रिंकिंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइनडिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक एसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय वाल, एब्व ब्रॉडन प्रोब्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हर्थ रिफेक्ट्री	50%
8	डायरेक्ट रिडक्शन संयंत्र उपस्कर	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिर्डस, ट्रबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेशर, सील गैस कम्प्रेशर एवं बोटम सील गैस कम्प्रेशर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, सीओ2 रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपस्कर	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेशन प्रणाली, ट्रनिअन वियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लर्पिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोविंग/बोटम स्टीरिंग के लिए वाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/ हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, होट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लग पोट, स्लग पोट ट्रांसफर कार, स्क्रेप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी डिस्ट्रिंग सक्षण हूड, टीमिंग/ एच एम, लेडल रिलाइनिंग स्टेंड, स्टेंड कूलिंग स्टेक इंस्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिगेशन सिस्टम, स्क्रिंग टोवर सेल – वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल प्री-हीटर, लेडल कूलर, फ्लूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, डस्ट सिलो, वेग ब्रिज, स्लग रिटेनिंग उपकरण शामिल हैं।	50%
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फ्रेनेस लोवर सेल, अपर सेल और रूफ, टिलिंग प्लेटफार्म, फ्रेनेस गेन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोल रेगूलेशन प्रणाली, , हाइड्रोलिंक सिस्टम, रिफेक्ट्री, लेवल । एंड ॥ आटोमेशन सिस्टम के पार्ट्स। एल एफ – वाटर कूलड लेडल रूफ, इलेक्ट्रोड मास्ट	50%

		एंड आमर्स, इलेक्ट्रोड रेगूलेटिंग सिस्टम, वायर फिर्डिंग सिस्टम, बोटम इनर्ट गैस स्टिंगिंग वाल सिस्टम पोरस प्लग और टॉप लांस के लिए, इमरजेंसी लांस प्रणाली, ड्राइव यूनिट के साथ लांस कैरिज सिस्टम, स्वचालित तापक्रम, सैंपलिंग और बाथ लेबल/ ओ2 मेजरमेंट, टेम्प्रैचर और आक्सीजन इमर्जन लॉस, ड्राइव यूनिट के साथ लांस कैरिज सिस्टम, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेडल रूफ डेल्टा पोर्शन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, वेक्यूम वेसेल, वेसेल लिफिटिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिंग सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/ स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफेक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफिटिंग सिलेंडर, लूब्रिकेशन प्रणाली, सक्षन हूड, डम्पर, वाइब्रो फीडर, वेइंग होपर, वायर फिर्डिंग प्रणाली, इलेक्ट्रोड निर्पिलिंग स्टेड, क्रेन, होइस्ट, टेम्प्रैचर और सेम्पलिंग टिप्स, लेडल स्टेंड, ई एस पी, डिडकिंग हूड, रिफेक्ट्री, बेग फिल्टर, क्रेन इत्यादि।	
11	कंनिनूयस कास्टिंग उपस्कर	लेडल टरेट, लेडल कवर मेनिपुलेटर, लेडल श्राउड मेनिपुलेटर, टनडिस कार, कंटिन्यूअस टनडिस टेम्प्रैचर मेजरमेंट सिस्टम, टनडिस स्टोपर रॉड मैकेनिज्म, इमरजेंसी कट-ऑफ गेट, मोल्ड एसेम्बली, नोजल ड्रिक चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विद्वाल एंड स्ट्रेटिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेवरर, मार्किंग मशीन, टेकेनोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेंड गौडे सेगमेंट, टनडिश, लाडले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेगमेंट मेनटेनेंस इक्यूपमेंट टनडिस मेनटेनेंस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	फ्लेट प्रोडक्ट मिल	लार्ज कास्टिंग एंड फाजिंग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, एंड स्पिंडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/ टेनशन रिल/ अनक्वाइलर, ए जी सी सिलंडर, शेयर्स, लेवलर्स, लाजेर वेल्डर, पेकेजिंग मशीन, नान कानटेक्ट गॉज़/ प्रोफाइल गॉज़, एंटी-फ्रिक्शन रोल नेक बियरिंग, आयल फिल्म बियरिंग, गियर बॉक्स, मिल मोटर्स	50%
13	लांग प्रोडक्ट मिल	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स; रोलर टेबल, कॉयलर/ टेंशन रिल/ अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कानटेक्ट गॉज़/ प्रोफाइल गॉज़, एंटी-फ्रिक्शन रोल नेक बियरिंग, आयल फिल्म बियरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	50%

*परिशिष्ट ख में उल्लिखित मदें इस्पात विनिर्माण के लिए पूंजीगत माल की एक सांकेतिक सूची है, यह सूची विस्तृत नहीं है। इस्पात विनिर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम धरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जायेगा।

प्रपत्र- 1

लौह एवं इस्पात उत्पादों/ पूंजीगत माल में घरेलू मूल्यवर्धन के संबंध में 100/- रुपए मूल्य के स्टाम्प पेपर पर दिए जाने के लिए स्व-प्रमाणन शपथ-पत्र हेतु प्रारूप

तारीख:

मैं _____ सुपुत्र, सुपुत्री, पत्नी, _____ निवासी
एतद्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ:

कि मैं अधिसूचना सं. : _____ के माध्यम से जारी किए गए भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत हूँ।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से प्रापण करने वाली एजेंसी के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूँ।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यता के लिए जिम्मेदार हूँ।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से प्रापण करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा के लिए अयोग्य ठहराया जाऊंगा। इसके अलावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूँगा।

कि मैंने अधिसूचना संख्या _____ जिसमें सरकारी अधिप्राप्ति में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता दी गई है, मैं संदर्भित सभी शर्तों का पालन किया है और यह कि प्रापण एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ईएमडी को जब्त करे। यह भी वचन देता हूँ कि मैं आकलन की लागत का भुगतान करूँगा और निविदा दस्तावेज में यथा उल्लिखित सभी शास्ति राशि का भुगतान करूँगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

- i. बोलीदाता का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तारीख जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए यह प्रमाण पत्र प्रस्तुत किया गया है।
- iv. प्रापण एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया गया है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के थ्रेशोल्ड वेल्यू को पूरा करता है।
- vi. विनिर्माता(ओं) इकाई का नाम और संपर्क विवरण
- vii. लौह एवं इस्पात उत्पादों की निवल विक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।

- x. घरेलू स्तर पर इनपुट इस्पात की सूची और कुल लागत
- xi. यदि इनपुट इन हाऊस नहीं हो, तो कृपया आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सीआईएफ मूल्य के ब्रेक-अप के साथ भारतीय पोर्ट पर लैंडेड कोस्ट, शुल्क एवं कर, पोर्ट हैंडलिंग संबंधी शुल्क और अंतर्राष्ट्रीय भाड़े की लागत का व्यौरा।

(इकाई/ कंपनी का नाम) के लिए और की ओर से
अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

«नाम, पदनाम और संपर्क सं. की प्रविष्टि करें»

[फा. सं. 8(2)/2023-आई डी- I]

संजय राय, संयुक्त सचिव

MINISTRY OF STEEL
NOTIFICATION

New Delhi, the 1st April, 2025

G.S.R. 213(E).—In supersession of earlier Domestically Manufactured Iron & Steel Products Policy, the revised Domestically Manufactured Iron & Steel Products Policy-2025 for providing preference to Domestically Manufactured Iron & Steel Products in Government procurement is hereby published for general information.

POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2025

1. Background

- 1.1. This policy provides preference for Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2. The policy applies to iron & steel products notified in Appendix A and capital goods for manufacturing iron & steel products notified in Appendix B, produced in compliance with prescribed quality standards, as applicable. This policy shall not apply to the purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

2. Definitions

- 2.1. **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2. **Domestically Manufactured Iron & Steel Products** are those iron and steel products that are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs).
- 2.3. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and the definition of 'manufacturer' as per the Central Excise Act.
- 2.4. **Government** for the purpose of the Policy means Government of India.
- 2.5. **Government agencies** include Government PSUs, Societies, Trusts, and Statutory bodies set up by the Government of India.
- 2.6. **MoS** shall mean Ministry of Steel, Government of India.

2.7. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties.

2.8. **Semi-Finished Steel** shall mean Ingots, billets, blooms, and slabs, which can be subsequently processed into finished steel.

2.9. **Finished Steel** shall mean flat and long products, which can be subsequently processed into manufactured items.

2.10. **L1** means the lowest tender or the 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.

2.11. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In the case of DMI&SP policy, the margin of purchase preference shall be for items in Appendix B.

2.12. **Melt & Pour** is defined as the steel that has been produced in a steel-making furnace and poured into its first solid shape. The location where this process takes place is called the country of melt and pour (COM). The COM is the original location where crude steel is first produced in a liquid state and poured into its first solid shape. The first solid shape can be a semi-finished product, like a slab, billet, ingot, or a finished steel mill product.

2.13. **Domestic value addition** means the amount of value added in India which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value of the item to be procured, in percent. The 'domestic value addition' definition shall be in line with the DPIIT guidelines and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

% Domestic value addition =

$$\frac{\{\text{Total value of the item to be procured (excluding net domestic indirect taxes)} - \text{The value of imported content in the item (including all customs duties)}\}}{\{\text{Total value of the item to be procured}\}} \times 100\%$$

3. Exclusions

3.1. Waivers may be granted by the Ministry of Steel to all such Government procurements subject to the below conditions:

3.1.1. Where specific grades of steel are not manufactured in the country, or

3.1.2. Where the quantities as per the demand of the project cannot be met through domestic sources.

3.2. Exemption requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of iron & steel products domestically.

4. Standing Committee

4.1. A Standing Committee chaired by the Secretary (Steel), shall oversee the implementation of the policy.

4.2. The Committee shall comprise of experts drawn from Industry/Industry Association/Government Institution or Body/Ministry of Steel. The said Committee in MoS shall have the mandate for the following:

4.2.1. Monitor the implementation of the policy.

4.2.2. Review and notify the list of Iron & Steel products and the 'Domestic Value Addition' requirement criteria as mentioned in Appendix A and Appendix B.

- 4.2.3. Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per Para 3.
- 4.2.4. Constitute a grievance redressal committee for preliminary examination of complaints related to implementation of this policy.
- 4.2.5. Issue directions for suitable action to Ministries/Departments concerned in case of non-compliance with this policy by the procuring agency and advise.
- 4.3. Wherever a procuring entity concludes that an unreasonably high price has been quoted by the sole bidder/manufacturer, the matter may be referred to the Committee. In such cases, the procuring entity would be required to substantiate its case with complete and thorough documentation.
- 4.4. Specifying foreign certifications/unreasonable technical specifications in bid document is a 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 the Committee.

5. **Applicability**

- 5.1. The policy applies to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for the purchase of iron & steel products for government projects. All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, come within the purview of this Policy if that project/scheme is fully/partly funded by the Government of India.
- 5.2. The policy applies to public sector steel manufacturers and agencies/entities under their administrative control for purchase of capital goods (Appendix-B) for manufacturing iron & steel products, not with a view to commercial resale.
- 5.3. The policy shall apply to projects and non-projects where the total procurement value of iron and steel products (Appendix-A) in a contract is greater than Rs. 5 lakhs, on itemised basis.
- 5.4. No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of iron and steel products (Appendix-A of the DMI&SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to the procurement of Capital Goods for manufacturing iron & steel products (Appendix-B of the DMI&SP Policy) having estimated value up to Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.
- 5.5. The policy applies to the purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of a Ministry or Department of Government or their PSUs.

6. **Tender procedure for procurement**

- 6.1. Procuring agencies shall follow standard procurement procedures, in accordance with instructions of the Ministry of Finance and CVC while adhering to DMI&SP policy.
- 6.2. The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to the requirement as mentioned in Appendix A and Appendix B.
- 6.3. Domestic manufacturers of products under Appendix-A and Appendix-B shall self-certify the local content as per form-1 placed in the policy, at the time of bidding.
- 6.4. Bidders who are selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products, covered by Appendix-A, are eligible to bid with self-certification on behalf of the domestic manufacturers under the policy, subject to the bidder furnishing an authorisation certificate issued by the domestic manufacturer at the time of delivery.
- 6.5. For products covered under Appendix B of the DMI&SP policy, the bidder shall furnish certification issued by 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) declaring that the capital goods to be used in iron & steel industry are domestically manufactured in terms of the domestic value addition prescribed.

- 6.6. If 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 the procuring entities for appropriate reciprocal action.
- 6.7. Entities of countries that have been identified by the Ministry of Steel as not allowing Indian companies to participate in their Government procurement for any item related to the Ministry of Steel shall not be allowed to participate in Government procurement in India for all items related to Ministry of Steel, except for the list of items published by Ministry of Steel permitting their participation.
- 6.8. The stipulation above shall be part of all tenders including those on GeM portal invited by the Central Government procuring entities.
- 6.9. 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 action shall be sent to the Standing Committee under the DMI&SP policy.
- 6.10. A supplier 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.
- 6.11. In case, the matter is referred to the Ministry of Steel, the grievance redressal committee set up under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking into consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter.
- 6.12. Procuring agency shall define the penalties, in case of a wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties, and blacklisting of such manufacturer/service provider etc., in terms of extant rules.

7. Implementation monitoring by the Ministry of Steel

- 7.1. The policy provisions shall be applicable for 5 years from the date of publication and may further be extended at the discretion of the Ministry of Steel.
- 7.2. MoS shall be the nodal ministry to monitor the implementation of the policy.
- 7.3. Agencies covered under DMI&SP policy shall send declaration on a quarterly basis indicating the extent of compliance to the policy and reasons for non-compliance thereof, during the preceding financial year.

Appendix-A

Sl. No	Iron & Steel Products	HS code	Condition
1	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	Melt & Pour
2	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	Melt & Pour
3	Flat-rolled products of iron or non-alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	Melt & Pour
4	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	Melt & Pour
5	Flat-rolled products of iron or non-alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	Melt & Pour
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	Melt & Pour
7	Other bars and rods of iron or non-alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	Melt & Pour
8	Other bars and rods of iron or non-alloy steel	7215	Melt & Pour
9	Angles, shapes and sections of iron or non-alloy steel	7216	Melt & Pour
10	Wire of iron or non-alloy steel	7217	Melt & Pour
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	Melt & Pour
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	Melt & Pour
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	Melt & Pour
14	Wire of other alloy steel	7229	Melt & Pour
15	Rails, railway or tramway track construction material of iron or steel	7302	Melt & Pour
16	Tubes, pipes and hollow profiles, of cast iron	7303	Melt & Pour
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	Melt & Pour
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	Melt & Pour
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	Melt & Pour
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	Melt & Pour
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	Melt & Pour
22	Wire of stainless steel	7223	Melt & Pour
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	Melt & Pour
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	Melt & Pour
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	Melt & Pour
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or non alloy steel	7228	Melt & Pour
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	Melt & Pour
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	Melt & Pour
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300	7309	Melt & Pour

	whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment		
30	Tanks, casks, drums, cans, boxes and similar containers, for any material(other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300L,whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	Melt & Pour
31	Containers for compressed or liquefied gas, of iron or steel	7311	Melt & Pour
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	Melt & Pour
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	Melt & Pour
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	Melt & Pour
35	Chain and parts thereof, of iron or steel	7315	Melt & Pour
36	Anchors, grapnels and parts thereof, of iron or steel	7316	Melt & Pour
37	Articles of iron and steel	7317	Melt & Pour
38	Articles of iron and steel	7318	Melt & Pour
39	Articles of iron and steel	7319	Melt & Pour
40	Springs and leaves for springs, of iron or steel	7320	Melt & Pour
41	Stoves,ranges,grates,cookers(including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	Melt & Pour
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	Melt & Pour
43	Tables and similar house hold articles and parts thereof, of iron or steel	7323	Melt & Pour
44	Sanitary ware and parts thereof, of iron or steel	7324	Melt & Pour
45	Other cast articles of iron or steel	7325	Melt & Pour
46	Electrical steel and other articles of iron or steel	7326	Melt & Pour
47	Railway or tramway passenger coaches, not self-propelled	8605	Melt & Pour
48	Railway or tramway goods vans and wagons, not self-propelled	8606	Melt & Pour
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	Melt & Pour

Appendix B**Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products**

Sl. No.	Plant shop	Capital goods	Domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy-duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, forklift trucks, hydraulic motors, hydraulic system, locking-assembly (friction grip), load cells, level sensors, pipe conveyor system, plough/paddle feeder, pneumatic transportation – dense & lean phase, reclaimers, radio remote control, rail fixing arrangements(special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system(spring damper), wagon tipplers, wagon loaders	50%
2	Mineral benefaction (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hirate thickeners, filters, hydro clones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H2S, NH3 & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter Plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bellies stop system with Bleeder valve, SG Iron stave coolers, Copper stave coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & recuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO2 removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module	

		i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane &hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	50%
10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O2 measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers /tension reels / un coilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers/tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

**Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%.*

Form-1**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs. 100/-Stamp Paper****Date:**

I _____ S/o, D/o, W/o, _____ Resident of _____ Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer(s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and in land freight cost.

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

[F. No. 8(2)/2023-ID-I]

SANJAY ROY, Jt. Secy.

ANNEXURE-VII TO SECTION III

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020, Order (Public Procurement No. 3) dated 24.07.2020 and OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India ref ers. The sa me are available at websi te <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 (P ublic Procurement no. 1) dated 23.07.2020.

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 sa me competent authority.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Governm ent of India has exte nded 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 gi ven 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 cons ortium or joint ventur e (that is an association of several persons, or f irms or c ompanies), 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 co untry which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or

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

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

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person

exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Note :

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

9. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I.

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]

12. The sectors listed in Schedule I to this circular are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III.

The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any points raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of Sensitive technologies, either generally or for their Ministry/ Department.

[Note: "Specified Transfer of Technology" means a transfer of technology in the sectors and/ or technologies, specified above, occurring on or after 23.07.2020.]

UNDERTAKING ON LETTERHEAD

To,

M/s

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/Licensor*) 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 (✓) above).

We hereby certify that bidder M/s _____ (*Name of Bidder/ Licensor*) 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:

Form-II

UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,

M/s

SUB:

TENDER NO:

Dear Sir

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

(iii) Does not have ToT with such a country []

(iv) If having ToT 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 (✓) above).

We hereby certify that bidder M/s _____ (*Name of Bidder/ Licensor*) 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:

Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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

Schedule III

List of Sensitive Technologies:

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

ANNEXURE-VIII TO SECTION III

PREAMBLE TO SCHEDULE OF PRICES

1.0 Pricing formula for Products/By-Product/ and Utilities

1.1 Product :Oxygen & Nitrogen

Pricing formula shall comprise of the following two components ;

- a) Fixed Monthly Charge for Oxygen & Nitrogen;
- b) Variable charge per Nm³ of Oxygen & Nitrogen

1.2 By-Product: Argon

1.3 Utilities

The supply of Utilities, by OWNER, shall be considered at the following rates. Bidder is required to quote Guaranteed Consumption figures of Utilities as detailed in Design basis, Technical Part of NIT.

Sl. No.	Feed / Utility	Unit	Unit Rate
1.0	MP Steam	MT	Rs 1400
2.0	Power	kwh	Rs 6.08
3.0	Cooling Water	M ³	Rs. 46.475

The above Utilities will be provided by the Owner free of cost during the operation of the Contract.

1.4 Prices quoted by bidder shall be exclusive of Taxes and Duties.

2.0 Bidders should submit bid in Indian Rupees only and receive payment in Indian Rupees only.

3.0 A copy of BOQ, uploaded by Bidder in the CPP Portal keeping price blank (hiding the price) and in place indicating "Quoted" or "✓", as a confirmation of price quoted against each head, shall be submitted in Cover-2 Part-II of Bid.

4.1 Price Detail for Oxygen & Nitrogen

4.2 Fixed Monthly Charge

4.2.1 Fixed Monthly Charge for the Oxygen

The Fixed Monthly charge (in Rupees) shall have three components ;

- 4) Constant amount (towards ROI of the BOO Operator);
- 5) Component related to WPI for manufactured Products (towards maintenance cost & other overheads).

- 6) Component related to CPI for industrial workers (towards manpower cost).

Fixed Monthly Charge shall be calculated on the basis of the following formula:

$$FMC_{MO} = FMC_{BMO} \times [XM_{ROI} + XM_{WPI} \times WPI_N / WPI_O + (XM_{CPI} \times CPI_N / CPI_O)]_O$$

Where,

FMC_(MO) = Fixed Monthly Charge computed on account of Oxygen delivered to OWNER and will remain valid for that month, it will be released on pro-rata basis from first delivery date upto the end of the month and thereafter on monthly basis every month (e.g. If the first delivery date is 15th January than FMC_{MO} will be computed on pro-rata basis from 15th January to 31.01.2020.and from February onwards it will be computed in Calendar monthly basis)

FMC_{BMO}= Base monthly charge as per the Letter of Award

XM_{ROI} = Constant Component on account of Return On Investment (which will not be adjusted due to inflation)

XM_{WPI} =Constant Component related to “Wholesale Price Index for Manufactured Products”

XM_{CPI} =Constant Component related to “Consumer Price Index for Industrial Labour”

WPI_N =Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O =Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

CPI_N =Average Consumer Price Index for Industrial workers as last declared by Reserve Bank of India/ Office of Economic Advisor for the month prior to billing month.

CPI_O = Consumer Price Index for Industrial workers for the month of FOA (Fax of Acceptance) / LOI(Letter of Intent)or last published month before LOA.

The Constant Component -XM_{RO} , XM_{WPI} & XM_{CPI} to be quoted by the Bidder in the Schedule of Rate / BOQ .

4.2.2 Fixed Monthly Charge for the Nitrogen

The Fixed Monthly charge (in Rupees) shall have three components ;

- 1) Constant amount (towards ROI of the BOO Operator);
- 2) Component related to WPI for manufactured Products (towards maintenance cost & other overheads).
- 3) Component related to CPI for industrial workers (towards manpower cost).

Fixed Monthly Charge shall be calculated on the basis of the following formula:

$$FMC_{MN} = FMC_{BMN} \times [XM_{ROI} + XM_{WPI} \times WPI_N / WPI_O) + (XM_{CPI} \times CPI_N / CPI_O)]_N$$

Where,

FMC_(MO) = Fixed Monthly Charge computed on account of Nitrogen delivered to OWNER and will remain valid for that month, it will be released on pro-rata basis from first delivery date upto the end of the month and thereafter on monthly basis every month (e.g. If the first delivery date is 15th January than FMC_{MN} will be computed on pro-rata basis from 15th January to 31.01.2020.and from February onwards it will be computed in Calendar monthly basis)

FMC_{BMN}= Base monthly charge as per the Letter of Award

XM_{ROI} = Constant Component on account of Return On Investment (which will not be adjusted due to inflation)

XM_{WPI} =Constant Component related to "Wholesale Price Index for Manufactured Products"

XM_{CPI} =Constant Component related to "Consumer Price Index for Industrial Labour"

WPI_N =Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O =Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

CPI_N = Average Consumer Price Index for Industrial workers as last declared by Reserve Bank of India/ Office of Economic Advisor for the month prior to billing month.

CPI_O = Consumer Price Index for Industrial workers for the month of FOA (Fax of Acceptance) / LOI(Letter of Intent)or last published month before LOA.

The Constant Component -XM_{ROI} , XM_{WPI} & XM_{CPI} to be quoted by the Bidder in the Schedule of Rate / BOQ .

The Bidder will quote FMC_{BM}, XM_{ROI}, XM_{WPI} and XM_{CPI}for Oxygen in the Price Bid/BOQ,

- 1) $M_{ROI} + XM_{WPI} + XM_{CPI} = 1.0$
- 2) The price adjustment /regulation under the formula referred in Article- 15.1.1.1, will be made on monthly basis commencing from the First Delivery of the Product.

4.3 Variable charge

4.3.1 Variable charge per Nm3 of Oxygen

Variable Charge per Nm3 of Oxygen = $A_{MO} \times (WPI_N / WPI_O)$

Where,

A_{MO} = is to be submitted in the Price Bid, as per Schedule of Prices/BOQ

WPI_N =Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O =Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

4.3.2 Variable charge per Nm3 of Nitrogen

Variable Charge per Nm3 of Nitrogen = $A_{MN} \times (WPI_N / WPI_O)$

Where,

A_{MN} = is to be submitted in the Price Bid, as per Schedule of Prices/BOQ

WPI_N = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O = Average Wholesale Price Index as per RBI/ Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

4.0 Deleted

5.0 UTILITIES PROVIDED BY OWNER

Bidder to indicate the Guaranteed Quantity of Feed & Utilities in the Price Bid

FEED & UTILITIES	QUANTITY
1. MP Steam	
2. Power	
3. Cooling Water	To be indicated in the Price Schedule/BOQ

Note : Values for Guaranteed Consumption Figures to be quoted upto 4th decimal place.

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE " FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5A	AGREED TERMS & CONDITIONS FOR INDIA BIDDER
F-5B	AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8A	CHECK LIST
F-8B	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT / CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING FORMAT
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTION
F-15	Deleted
F-16	INDEMNITY BOND
F-17A	CERTIFICATE OF NO BUSINESS CONNECTION IN INDIA
F-17B	CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT
F-17C	PROFORMA FORM 10F
F-18	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-19	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-20	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-21	Deleted
F-22	PROFORMA OF CONTRACT AGREEMENT
F-23	PROFORMA OF THIRD PARTY DEPOSIT CONFIRMATION LETTER
F-24	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"
F-25	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT

	PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-26	DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP
F-27	FORMAT OF LETTER OF NO DEVIATION

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s COAL GAS INDIA LIMITED
TENDER NO:

1	Bidder Name:	M/s.....
2	Status of Firm (Indian Bidder only)	Proprietorship Firm/Partnership firm/ Public Limited / Limited Liability Partnership (LLP) firm/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3(a)	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office In case of Partnership firm, provide current address of the firm for ordering purpose.	City: _____ District: _____ State: _____ PIN/ZIP : _____
6	Bidder's address where contract is to be placed *	City: _____ District: _____ State: _____ PIN/ZIP : _____
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and	City: District: State: PIN/ZIP:

	GST no. of all such locations are to be provided).	GST No.:
8	Telephone Number & Contact Information of address where contract is to be placed	(Country Code) (Area Code) (Telephone Number) MobileNo. : e-mail ID:
9	Website	
10	E-mail Address Mobile Number:	
11	ISO Certification, if any {If yes, please furnish details}	
12	PAN No	
13	GST No.	
14	EPF Registration No. (Indian Bidder only)	
15	ESI code No. (Indian Bidder only)	
16	Whether Micro or Small Enterprise (<i>Indian Bidder only</i>)	Yes / No (<i>If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40</i>)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (<i>If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40</i>)
	Whether MSE is owned by Women	Yes / No (<i>If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40</i>)
	Whether payment is required through TReDS	Yes / No (<i>If Yes, Please provide name of the portal</i>)
17	Whether Bidder is Startups or not	Yes / No (<i>If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.48</i>)
	In case of Start-up confirm the following: (i) Date of its incorporation/registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

**CGIL intent to place the contract directly on the address from where Works are rendered. In case, bidder wants contract at some other address or works to be rendered from multiple locations, bidder is required to provide in their bid address on which contract is to be placed.*

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

FORMAT F-2
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

To, M/s Coal Gas India Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	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), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender 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) and having net worth more than Rs 100,00,00,000.00 (Rs One Hundred Crore) or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by CGIL, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by CGIL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

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

The Bank do hereby declare that Shri/Ms.....who is (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

In witness wherof the bank, 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 Bank Guarantee:

Name
Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Email ID:
Telephone/Mobile No:
Date:

(OFFICIAL ADDRESS)

Confirmation Email ID:

IFSC code of Issuing Bank:

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB clause 16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax/Phone from where the Earnest Money Bond has been issued at sl.No2 of Form5.
6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India(Applicable for ICB tender)

MATTER TO BE MENTIONED IN COVERING LETTER TO BE
SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable)	:	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
		(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		

FORMAT F-2A
DECLARATION FOR BID SECURITY

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s _____ (*Name of Bidder*) have submitted our offer/ bid no.

We, M/s _____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of CGIL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the CGIL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening'/ 'Price Bid Opening and subsequent 'Negotiations' ']

Ref: _____
To,
M/s COAL GAS INDIA LIMITED

Date: _____

SUB:
TENDER NO: _____

Dear Sir,

I/We, _____ he reby authorize the following representative(s) for attending any Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent 'Negotiations' & correspondence / communication against the above Tender Document:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail:@.....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place: _____ [Signature of Authorized Signatory of Bidder]
Date: _____ Name: _____
Designation: _____
Seal: _____

Note: This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Un-priced" Opening. Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Coal Gas India Limited _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/BOO PROCESSOR/supplier/consultant" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide LOA / FOA No. _____ dated _____ for Coal Gas India Limited having registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India-713378 (herein after called the "CGIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/BOO PROCESSOR/Supplier/Consultant shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Coal Gas India Limited, in case of default.

The said M/s. _____ 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 _____ and having net worth more than Rs. 100, 00, 00,00 0.00 (rupees One Hundered crores) or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you 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 Coal Gas India Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the CONTRACTOR/BOO PROCESSOR to CGIL in such manner as CGIL 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 guarantee, 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 bank 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 in the bank shall be conclusive and binding. The bank 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 bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said CONTRACTOR/BOO PROCESSOR/Supplier/Consultant 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 bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by CGIL in writing. However, if for any reason, the CONTRACTOR/BOO PROCESSOR/Supplier/Consultant 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 CONTRACTOR/BOO PROCESSOR/Supplier/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the CONTRACTOR/BOO PROCESSOR/Supplier/Consultant till such time as may be determined by CGIL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (CONTRACTOR/BOO PROCESSOR/Supplier/Consultant) on whose behalf this guarantee is issued.

6. Bank also agrees that CGIL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the CONTRACTOR/BOO PROCESSOR/Supplier/Consultant and notwithstanding any security or other guarantee that CGIL may have in relation to the CONTRACTOR/BOO PROCESSOR's/Supplier's/Consultant's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by CGIL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Kolkata.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the CONTRACTOR/BOO PROCESSOR/Supplier/Consultant 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/BOO PROCESSOR/Supplier/Consultant 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. The Bank do hereby declare that Shri/Ms..... who is the (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank therby.

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)

- b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of CGIL under this Guarantee 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 Bank Guarantee:

Name
Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

Confirmation Email ID:

IFSC Code of Issuing Bank:

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee 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 bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. Supplier/CONTRACTOR/BOO PROCESSOR/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK
GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable)	:	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS	(A)	EMAIL ID :			
		(B)	ADDRESS :			
		(C)	PHONE NO :			

F-5A
AGREED TERMS & CONDITIONS FOR INDIAN BIDDER

To,
M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

BIDDER's Offer No. & Date:

This Format duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

SL.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, and address (FOA/Order shall be released in this name)	Bidder's name : Address:
2.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
3.	Bidder confirms currency of quoted prices as:-	
4.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order. (except where price escalation/variation is allowed in the Tender)	
5.	Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule of Price Bid.	
5.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
5.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Schedule of Rates/ Price Bid.	
5.3	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.9 of ITB (Anti-profiteering clause)	
5.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of	

SL.	DESCRIPTION	BIDDER'S CONFIRMATION
	successful bidder.	
8.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or equivalent in US Dollars and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Bidder confirms compliance to Completion Schedule as specified in Bid document. as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance.	
10.	(i) Bidder confirms acceptance of PRS for delay in completion schedule specified in Bid document. (ii) Bidder confirms acceptance of PRS clause as per Conditions of Contract specified in Bid document	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
12.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of CGIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of CGIL or their relative is a partner.	
14.	Bidder confirms that all correspondence must be in ENGLISH language only.	
15.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
16.	<u>No Deviation Confirmation:</u> It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
17.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to	

SL.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser 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 Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
18.	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL/CIL/PDIL</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of CGIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CGIL by them.</p>	
19.	<p>As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.</p>	
20.	<p>Bidder confirms that they have read and understood the General Conditions of Contract & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Works.</p>	
21.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of CGIL and shall not indulge themselves or allow others (working in CGIL) to indulge in fraudulent activities and that they would immediately apprise CGIL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of CGIL is liable to be treated as crime and dealt with by the procedures of CGIL as applicable</p>	

SL.	DESCRIPTION	BIDDER'S CONFIRMATION
	from time to time.	
22.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
23.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
24.	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13 of Section-III.	
26.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
27.	Deleted	Yes / NO

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-5B

AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

BIDDER's Offer No. & date:

This Format duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

SL.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	The address of the Fixed Place Permanent Establishment (PE) or name & address of the Dependent Agency PE of Foreign Bidder as per clause no.46 of ITB of Tender Document.	
3.	Bidder confirms currency of quoted prices as:--	
4.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: d) EMD/ Bid Security No. & date e) Value f) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
5.	Bidder confirms that quoted prices will remain firm and fixed till complete execution of the order. (except where price escalation/variation is allowed in the Tender)	
5a.	For Foreign bidder who is not having the Permanent Establishment/ Tax Residency in India/ GST Registration, IGST (Intergraded Goods and Services Tax) in respect of Services/ Works shall be payable by CGIL wherever applicable to statutory authorities in India under reverse charge mechanism. Further, in cases where GST is not charged by foreign bidders in the invoices and CGIL makes payment of IGST under Reverse Charge to Exchequer, subject to provisions mentioned in clause no.13.2 of ITB.	
5b1.	In case Foreign bidders is having the Permanent Establishment/ Tax Residency in India/ GST Registration, confirm quoted rates of GST (CGST & SGST/UTGST or IGST).	CGST:% Plus SGST/UTGST.....% Total:% Or IGST:.....%
5b2	In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) in respect of Services/ Works shall be as per provision applicable to Indian bidder mentioned at clause no.13.1 of ITB.	Noted

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5b3	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.9 of ITB. (Anti-profiteering clause)	
6.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
8.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or equivalent in US Dollars and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	(i) Bidder confirms acceptance of Price reduction for delay in completion schedule specified in Bid document. (ii) Bidder confirms acceptance of Price reduction clause as per Conditions of Contract specified in Bid document.	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
12.	Bidder confirms their offer is valid for period specified in BDS from from the final 'Bid Due Date'.	
13.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of CGIL or (ii) the bidder is not a firm in which any Director (in Board of Director) of CGIL or their relative is a partner.	
14.	Bidder confirms that all correspondence must be in ENGLISH language only.	
15.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
16.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Schedule of Rates /Price Bid.	
17.	<u>No Deviation Confirmation:</u> It may be noted that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18.	<p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:</p> <p>"Bidder agrees and acknowledges that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that the Purchaser 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 Agreement. Accordingly, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
19.	<p>Bidder hereby confirms that they are not on 'Holiday' by GAIL/CIL or Public Sector Project Management Consultant (like EIL, Mecon, PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL/CIL/PDIL</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of CGIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p>	
20.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
21.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
22.	<p>Confirm ANY ONE of the following as per 'TAX INCIDENCE' at clause no.46 of ITB of Tender Document.</p> <p>a) Bidder insists that Tax Liability is to be borne by CGIL (the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose and Withholding Tax [WHT]</p>	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>Certificate will be issued).</p> <p>OR</p> <p>b) Bidder agrees to bear the WHT as per the provision of Income Tax Act 1961 (no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act).</p>	
23.	Bidder confirms that they have read and understood the General Conditions of Contract & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Works.	
24.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of CGIL [available on CGIL's website (www.CGILonline.com)] and shall not indulge themselves or allow others (working in CGIL) to indulge in fraudulent activities and that they would immediately apprise CGIL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of CGIL is liable to be treated as crime and dealt with by the procedures of CGIL as applicable from time to time.</p>	
25.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
26.	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
27.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13 of Section-III.	
28.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
29.	Deleted	

Place:
Date:

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

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in CGIL issued the tender, by filling up the Format)

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,

M/s COAL GAS INDIA LIMITED

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

Place:
Date:

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

F-8 (A)**CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHEC K BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced□ part of the bid		XX
i	Covering Letter, Letter of Submission		
ii	EMD / Declaration for Bid Security (as applicable)as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped(in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of documents along with unpriced bid as per tender requirement.		XX
2.0	Confirm that all forms duly filled in are enclosed with the bid duly□ signed by authorised person(s)		
3.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		XX
4.0	Confirm that Undertaking as per Form 2of Annexure-V to Section-III and statutory auditor certificate as per Form3of Annexure-V to Section-III have been submitted (applicable for PP-LC bidder). (Applicable for all bidders)		
5.0	Confirm that Undertaking as per Form-1 to Section-II have been submitted		

	by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
6.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place: [Signature of Authorized Signatory of Bidder]

Date: Name & Designation:

F-8(B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	(a) (b) (c)		Yes/No	
	Experience of bidder acquired as a subcontractor	Certificate from End User		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	Any other technical criteria in BEC	(a) (b) (c)		Yes/No	
Financial BEC					

1.	Average Turn Over Annual	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....)	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted/ Not Applicable (<i>Bidder to tick appropriate option</i>)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letter head)

Date:

To,
M/s. Coal Gas India Limited

Dear Sir,

This is to certify that M/s (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for CGIL's Tender No. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF PRECEDING THREE FINANCIAL YEARS::

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years	

B. NETWORTH* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR::

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

**Refer Instructions*

Notes:

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:

UDIN :

Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s COAL GAS INDIA LIMITED

Sub :
Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	PDIL/OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No.

8.1 of ITB..

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

F-12
E-Banking Mandate Form
(To be issued on vendors letter head)

1. Vendor Name :
2. Vendor Code:
3. Vendor Address:
4. Vendor e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Coal Gas India Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Coal Gas India Limited responsible.

(Signature of vendor)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

INTEGRITY PACT

INTEGRITY PACT

INTRODUCTION:

CGIL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (CGIL) and its Counterparties (Bidders, CONTRACTOR/BOO PROCESSORs, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, an MOU on Integrity Pact has been signed on 23.07.2007 by CGIL with Transparency International India.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with CGIL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with CGIL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass CGIL's confidential information to any third party unless specifically authorized by CGIL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any CGIL associate.
- f) The Counterparty shall not make any false or misleading allegations against CGIL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, CGIL shall be entitled to terminate the Contract. Further, CGIL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, actions shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between CGIL (India) Limited, a Government of India Public Sector, (here-in-after referred to as “Principal ”).

AND

_____ (here-in-after referred to as “The Bidder/CONTRACTOR/BOO PROCESSOR”).

(Principal and the Bidder / CONTRACTOR/BOO PROCESSOR are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contracts for _____ . The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/ or CONTRACTOR/BOO PROCESSOR(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any

Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

- iii) The Principal will exclude from the process all known prejudiced persons.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/CONTRACTOR/BOO PROCESSOR (s)

- 1. The Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ CONTRACTOR/BOO PROCESSOR (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i) The Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ CONTRACTOR/BOO PROCESSOR (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ CONTRACTOR/BOO PROCESSOR (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

- v) The Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- vi) Bidder(s) / CONTRACTOR/BOO PROCESSOR(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ CONTRACTOR/BOO PROCESSOR(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / CONTRACTOR/BOO PROCESSOR (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / CONTRACTOR/BOO PROCESSOR (s) from the tender process or take action as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the CONTRACTOR/BOO PROCESSOR liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

Section 6 – Equal treatment to all Bidders / CONTRACTOR/BOO PROCESSORs / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and CONTRACTOR/BOO PROCESSORS.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) /

CONTRACTOR/BOO PROCESSOR (s) / Sub-CONTRACTOR/BOO PROCESSOR (s)

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ CONTRACTOR/BOO PROCESSORS as confidential. He/she reports to the C&MD, CGIL.
3. The Bidder (s)/ CONTRACTOR/BOO PROCESSOR (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the CONTRACTOR/BOO PROCESSOR. The CONTRACTOR/BOO PROCESSOR will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to the Project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the CONTRACTOR/BOO PROCESSOR. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the C&MD, CGIL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the C&MD, CGIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, CGIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a CONTRACTOR/BOO PROCESSOR who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the C&MD, CGIL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the CONTRACTOR/BOO PROCESSOR / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

(For & on Behalf of Principal)

(For & on Behalf of

Bidder/CONTRACTOR/BOO

PROCESSOR)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document.
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer FAQs as available on E - Tender portal.
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Start-Ups?	Refer Clause No. 48 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

F-15

Deleted

F-16
INDEMNITY BOND

WHEREAS Coal Gas India Ltd. (hereinafter referred to as “**CGIL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 has entered into a contract with M/s*..... (hereinafter referred to as the “**CONTRACTOR/BOO PROCESSOR**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

CGIL has also advised the CONTRACTOR/BOO PROCESSOR to execute an Indemnity Bond in general in favour of CGIL indemnifying CGIL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the CONTRACTOR/BOO PROCESSOR directly or indirectly with or without consent of CGIL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the CONTRACTOR/BOO PROCESSOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified CGIL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the CONTRACTOR/BOO PROCESSOR or any third party against CGIL under or in relation to this contract. The CONTRACTOR/BOO PROCESSOR undertakes to compensate and pay to CGIL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by CGIL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR/BOO PROCESSOR hereby further agrees with CGIL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of CGIL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which CGIL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the CONTRACTOR/BOO PROCESSOR with other entity or any change in the constitution/structure of the CONTRACTOR/BOO PROCESSOR’s firm/Company or any conditions thereof including insolvency etc. of the CONTRACTOR/BOO PROCESSOR, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of CGIL are settled by the CONTRACTOR/BOO PROCESSOR and/or CGIL discharges the CONTRACTOR/BOO PROCESSOR in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the CONTRACTOR/BOO PROCESSOR and the same stands valid.

SIGNED BY :

For [*CONTRACTOR/BOO PROCESSOR*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2

UNDERTAKING FOR NO BUSINESS CONNECTION IN INDIA

**FORMAT OF DECLARATION BY THE SELLER THAT THE SELLER DOES NOT HAVE
A BUSINESS CONNECTION IN INDIA**

This is to certify that.....(Name of the entity) a company /LLP/Partnership Firm etc. in(Country) having its registered office at (Address of company)

1. Is a tax resident of; and
2. Till 31 March, we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March, we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection or fixed base as stated herein above.

For

(Authorized Signatory)

Name:

Address:-

Local Contact No.(with ISD Code) :-

Email ID:-

UNDERTAKING FOR NO PE IN INDIA

**FORMAT OF DECLARATION BY THE SELLER THAT THE SELLER DOES NOT HAVE
A PERMANENT ESTABLISHMENT (PE) IN INDIA**

We, the beneficiary, hereby confirm as follows:

1. We are resident of a _____ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the _____ (Contracting State) and the Government of the Republic of the _____ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income ("Treaty") and are eligible to claim relief under the provisions of the Treaty including Article 5.
2. Till 31 March, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March, we have no intention to have a fixed base or permanent establishment in the _____ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Authorized Signatory

(Name & designation of the person & seal)

[For entities Located in Country or specified territories with which India has DTAAs]
(This Form contains Form 10F as per Indian Income Tax Act, 1961)

Form 10 F

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Indian Income-tax Act, 1961

I *son/daughter of Mr. in the capacity of
..... (designation) do provide the following information, relevant to the previous year.....
..... *in my case/in the case of. for the purposes of sub-section (5) of *
section 90/section 90A:—

<i>SI. No.</i>	<i>Nature of information</i>	<i>: Details#</i>
(i)	Status (individual; company, firm etc.) of the assessee	:
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:

2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number (If allotted):

Verification

I do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the day of
.....

Signature of the person providing the information

Place:

Notes :

1. Copy of supporting documents to be provided for the details mentioned.
2. *Delete whichever is not applicable.
3. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

**FORMAT FOR CONSORTIUM AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONSORTIUM/JV AGREEMENT

This Consortium Agreement executed on this Day of Between M/s, a company incorporated under the law of and having its registered/principal office at..... (herein after called the "Member-I"/ 'Lead Member' which expression shall include its successors, executors and permitted assigns) and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – II'/ 'Second Member' which expression shall include its successors, executors and permitted assigns) 'and M/s, a company incorporated under the laws of, and having its registered/principal office at (herein after called the 'Member – III'/ 'Third Member' which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (in case of award) in response to bid document no..... for the work of

(Name of Project) of M/s (herein after called the 'Owner').

WHEREAS, the Owner invited bids vide its bid document no..... for the work of

AND WHEREAS as per tender documents, Consortium entities will also be considered by the Owner provided they meet the specific requirements in that regard. As a pre-condition of bidding documents, the Consortium bidder shall provide in its bid a Consortium Agreement in an acceptable format in which the Members to the Consortium are jointly and severally liable to the Owner to bind themselves to the bid conditions accept the contract award, if selected and perform all the contractual obligations thereto.

AND WHEREAS the bid is being submitted to the Owner vide our proposal dated based on the Consortium Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by both the Members and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Consortium/JV do hereby now agree as follows:

1. We the Members in the Consortium hereby confirm that the name and style of the Consortium shall be Consortium.
2. In consideration of the bid submission by us to the Owner and the award of Contract by the Owner to the Consortium (if selected by the Owner), we the Members to the Consortium, hereby agree that the Member-I (M/s.....) shall act as the lead Member for self, and for and on behalf of Member-II/ Member-III and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual

obligations including technical guarantees. Further, the lead Member is authorized to incur liabilities and receive instructions for and on behalf of any or both Members of the Consortium and the entire execution of the Contract.

3. In case of any breach of the said Contract by any of the Members of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.
4. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Second & Third Member of these presents undertakes to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demur. It shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member to these presents before proceeding against the Second & Third Member.
5. The financial liability of the Member (s) to this Consortium/JV Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the Member.
6. Division of responsibilities of Scope of work among different Consortium/JV members is as per **APPENDIX I (Responsibility Matrix)** to this Consortium/JV Agreement.
7. It is expressly understood and agreed between the Members to this agreement that the responsibilities and obligations of each of the Members shall be as delineated in '**APPENDIX I**' to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.
8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India courts of Kolkata shall have exclusive jurisdiction in all matters arising thereunder.
9. In case of award of contract, we the Member s to this Consortium/JV Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable / approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of Consortium/JV.
10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective date first above mentioned for all purposes and intents.
11. In case bid submitted by Joint Venture, the details of equity partnership and assets of the JV shall be attached as a separate annexure to this agreement.
12. This agreement remains in force till the end of Defects Liability Period.

IN WITNESS WHEREOF, the Members to this Consortium/JV agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

Signature
Designation

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

Signature
Designation

1. Seal of
M/s.
has been affixed in my/our presence
pursuant to Board Resolution dated
.....

For M/s. (..... Member
.....
(Signature of authorised Representative)

Name:

Designation:

For M/s. (..... Member-II
.....
(Signature of authorised Representative)

Name:

Designation:

For M/s. (..... Member-III
.....
(Signature of authorised Representative)

Name:

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s CGIL (INDIA) LIMITED

SUB:
PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

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

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by CGIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to CGIL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then CGIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

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

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between * _____ and * _____ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of * _____ and * _____ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by CGIL (India) Ltd. in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Coal Gas India Ltd.

We further absolve Coal Gas India Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:

PROFORMA OF BANK GUARANTEE FOR ADVANCE/PROGRESIVE PAYMENT

DELETED

PROFORMA FOR CONTRACT AGREEMENT/संविदाकरारकेलिएप्रपत्र**DRAFT FOR CONDITIONS OF AGREEMENT****CONDITIONS OF AGREEMENT**

This Contract Agreement (hereinafter referred to as the "Contract Agreement"), is made and entered into as of the _____ day of _____, 20.. by and between:

1. Coal Gas India Ltd (CGIL) a company incorporated in India under the provisions of the Companies Act 1956, having its registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378. (hereinafter referred to as the "OWNER" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the One Part.

AND

2. M/s -----a company incorporated in India under the provisions of the Companies Act 1956 and having its registered office at (hereinafter referred to as "BOO Processor which expression shall unless repugnant to the context or meaning thereof; include its successors, administrators, executors and permitted assigns of the Other Part.

WITNESSETH:

WHEREAS

- A. OWNER has decided to set up a AIR SEPARATION UNIT (ASU) to produce gaseous Oxygen and Nitrogen for its Coal Gasification Plant in Bardhaman, West Bengal on Build Own Operate basis (BOO).
- B. In order to meet the requirement of ASU, OWNER issued Tender No. ----- for supply of Oxygen & Nitrogen ON BUILD-OWN-OPERATE (BOO) Basis (hereinafter referred to as the "Tender") for the Construction, Commissioning, and thereafter, for Operating and Maintaining a new ASU Plant referred to as "Production Plant" and which is more specifically defined in the Tender) in a designated plot, within the premises of Coal Gasification Complex.

During the course of tendering process, ----- its bid and on acceptance ----- awarded Fax of Acceptance No. ----- dated ----- and subsequent Detailed letter of Acceptance No. ----- dated ----- to -----

- C. The BOO PROCESSOR agrees to Build, Own, Operate and Maintain the "Production Plants" with all brand new equipment, items, accessories and auxiliaries, designed and capable of steadily operating by making its own investment, for the production of Oxygen and Nitrogen as Product to meet OWNER's requirements to be set up on the land allocated to by OWNER under license for use from which ----- will supply Oxygen & Nitrogen to OWNER.

D The BOO PROCESSOR is having requisite experience and competence in the business, inter-alia of, production and supply of Oxygen & Nitrogen to produce and supply Oxygen & Nitrogen of specified parameters for on continuous, reliable and long term basis by building, owning, operating and maintaining the Air separation Unit (hereinafter referred to as Production Plant) located inside the Bardhaman Coal Gasification Complex of OWNER.

E The BOO PROCESSOR has presently satisfied itself to the project site conditions and has acquainted itself in general with all local conditions and all its responsibilities for compliance to applicable laws and regulations and has obtained all other information on its own both as to risk, contingencies & other circumstances which may influence or affect the work and other requisites for proper installation, operation and maintenance of the Production Plant after due inspection of site and surrounding and scrutiny of other related factors.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, OWNER and ----- intending to be legally bound, hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENT

1.1 The Contract Document shall comprise the following:

- i. Contract Agreement;
- ii. Land Lease Agreement
- iii. Detailed Letter of Acceptance (DLOA) including statement of agreed variation;
- iv. Notification of Award /Letter of Award;
- v. Amendments if any issued to Bid document;
- vi. Original Bidding Documents
- vii. Integrity pact

ARTICLE 2

JURISDICTION & GOVERNING LAW

2.1.1 Notwithstanding any other Court or Courts, having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions proceeding arising out or relative to the contract or any award arising there from, shall lie only in the Court of competent civil jurisdiction in this behalf at Kolkata (where this contract has been signed on behalf of OWNER and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/ or proceeding(s) to the exclusion of all other Courts.

2.1.2 The Contract Agreement shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

ARTICLE 3

ENTIRE CONTRACT

- 3.1 The Contract Documents mentioned in Article-1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether expressed or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings are hereby cancelled.
- 3.2 All additions, supplements, amendments or variations to this agreement shall be in writing and shall be signed by the duly authorised representatives of OWNER and -----

ARTICLE 4

NOTICES

- 4.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the by the BOO Processor on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Courier to the OWNER at the address mentioned in this Agreement.
- 4.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice order or other communication sought to be served by the OWNER on the BOO Processor with reference to the Contract Agreement, shall be deemed to have been sufficiently served if delivered by hand or through Courier to the principal office of the BOO Processor at ----- (Lead bidder in case of Consortium), or other address for service subsequently notified by ----- to the OWNER in this behalf in writing.

ARTICLE 5

WAIVER

- 5.1 No waiver by either OWNER or BOO Processor of any default by the other in the performance of the Agreement (i) shall be effective unless recorded in a document duly executed by an authorised representative of such Party; (ii) shall operate or be construed as a waiver or any other or further default whether of a similar or different character.
- 5.2 No failure or delay by OWNER in enforcing any right or remedy of OWNER in terms of the contract or any obligation or liability of the BOO Processor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation, or liability, as the case may be, by OWNER and notwithstanding such failure or delay, OWNER shall be, entitled at any time to enforce

such right, remedy, obligation or liability, as the case may be.

- 5.3 No failure or delay by the BOO Processor in enforcing any right or remedy of the BOO Processor in terms of the Agreement or any obligation or liability of OWNER in terms thereof shall be deemed to be a waiver of such right, remedy, obligation, or liability, as the case may be, by the BOO Processor and notwithstanding such failure or delay, BOO Processor shall be entitled at anytime to enforce such right, remedy, obligation or liability, as the case may be.
- 5.4 The grant of additional time or order indulgence by one party to the other, or acceptance of any variation in performance, shall not constitute a waiver.

ARTICLE 6

LANGUAGE OF CONTRACT AND COMMUNICATION

- 6.1 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 in English and English document/ translated document shall be regarded as the only authentic document.

ARTICLE 7

GOVERNMENT OF INDIA NOT LIABLE

- 7.1 It is expressly understood and agreed by and between the BOO Processor 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 there under. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its behalf under the Applicable Laws, of India and general principles of Contract Law. The BOO Processor expressly agrees, acknowledges and understands that the OWNER 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, BOO Processor 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 the Government of India on any matter,

claim, cause of action or thing whatsoever arising out of or under this Contract.

ARTICLE 8

NO LIABILITY ON DIRECTOR AND EMPLOYEE

8.1 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 document or otherwise in relation to the Contract Agreement shall have any personal liability to the or any Sub-Contractor, agent, representative, director or employee of the or to any other person acting for or on behalf of the ----- and the ----- on its own behalf and on behalf of its Sub-Contactors, 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 any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 9

NON-ASSIGNABILITY

9.1 The contract and benefits and obligations thereof shall be strictly personal to the BOO Processor and OWNER and shall not on any account be assignable or transferable to third party by the BOO Processor or OWNER without having obtained in writing the prior approval of OWNER or BOO Processor.

ARTICLE 10

GENERAL

10.1 In this Contract Agreement, capitalized words and expression used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract or the other Contract Documents, and they shall be deemed to form and be read and construed as part of this Contract Agreement.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Contract in duplicate at the place, day and year first above written.

SIGNED AND DELIVERED

For and on behalf of

SIGNED AND DELIVERED

For and on behalf of

M/s -----

M/s -----

BY _____

BY _____

(THIS DAY OF _____ 2011)

IN THE PRESENCE OF:

1.

IN THE PRESENCE OF:

1.

2.

2.

Person (s) authorised to sign.

Third Party Deposit Confirmation Letter

Date: ___/___/___

To,

CGIL (India) Limited,

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

Dear Sir/ Madam

Sub: Issuance of Cumulative FDR.....amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by(Name of the Bank)branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the CONTRACTOR/BOO PROCESSOR) under the PO no. / W.O. No/Tender no..... This FDR can be cashed/redeemed without any consent/letter from the CONTRACTOR/BOO PROCESSOR M/s.....(Name of the CONTRACTOR/BOO PROCESSOR) on the demand by M/s CGIL (India) Limited and the payment will be made to M/s CGIL (India) Limited excluding the interest earned thereon. The CONTRACTOR/BOO PROCESSOR cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of CGIL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the CONTRACTOR/BOO PROCESSOR & CGIL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

- (i) **This letter forms an integrated part of FDR**
- (ii) **In case confirmation is required, the communication can be send to the following:**
Details for confirmations (including Address, Email Id, IFS Code and contact no.)

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

(To be stamped in accordance with the Stamp Act)

To, M/s Coal Gas India Ltd.(CGIL)	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),

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 _____ [Name & address of the Insurer] at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by CGIL, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by CGIL, 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 two (02) months 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 CGIL 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)**

(OFFICIAL ADDRESS)

**(SIGNATURE)
(NAME)**

Designation with Insurer Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per Power of
Attorney No. _____

Date: _____

**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT / EARNEST MONEY 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 expiry date should be arrived at in accordance with "ITB: Clause".
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in "ITB: Clause".
- f) 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 at its address as mentioned at "ITB".
- g) 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 at sl.no.2 of Form F-5.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH MSURANCER SURETY BOND**

1	INSURANCE SURETY BOND NO.	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
		:	VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF INSURANCE SURETY BOND (Please Tick (9) Whichever is Applicable		PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS					
		(A)	EMAIL ID			
		(B)	ADDRESS			
	(C)	PHONE NO				

PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Coal Gas India Limited _____	Insurance Surety Bond No.	
	Date of Insurance Surety Bond	
	Insurance Surety Bond 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/BOO PROCESSOR/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of vide PO/LOA /FOA No. _____ dated _____ for Coal Gas India Limited having registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India-713378 (herein after called the "CGIL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/BOO PROCESSOR/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 CGIL, 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 CGIL 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 CGIL we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the CONTRACTOR/BOO PROCESSOR to CGIL in such manner as CGIL 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/BOO PROCESSOR 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 CGIL in writing. However, if for any reason, the CONTRACTOR/BOO PROCESSOR/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/BOO PROCESSOR fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the CONTRACTOR/BOO PROCESSOR/Supplier till such time as may be determined by CGIL. 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/BOO PROCESSOR) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that CGIL 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/BOO PROCESSOR/Supplier and notwithstanding any security or other guarantee that CGIL may have in relation to the CONTRACTOR/BOO PROCESSOR/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 CGIL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at Kolkata.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the CONTRACTOR/BOO PROCESSOR/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/BOO PROCESSOR/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 CGIL 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"**

- c) 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).
- d) 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.
- e) 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.
- f) 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.
- g) The Insurance Surety Bond by Bidders will be given from insurer as specified in ITB [Section-III] of Tender Document.
- h) 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.
- i) Supplier/CONTRACTOR/BOO PROCESSOR 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 / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	INSURANCE SURETY BOND AMOUNT	:				
4	PURCHASE ORDER/ LOA NO.	:				
5	NATURE OF INSURANCE SURETY BOND (Please Tick (\) Whichever is Applicable _____)	:	PERFORMANCE INSURANCE SURETY BOND	SECURITY DEPOSIT	EMD	ADVANCE
6	INSURER DETAILS	(A)	EMAIL ID :			
(B)		ADDRESS :				
(C)		PHONE NO. :				

DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING AND LIQUIDATION, COURT RECEIVERSHIP (On Bidder's Letter Head)

To,

M/s COAL GAS INDIA LIMITED (CGIL),

SUB: AIR SEPARATION UNIT AT BARDAWAN WEST BENGAL ON BUILD OWN OPERATE (BOO) BASIS.

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking / Private Firm / Financial Institutions on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that the CONTRACTOR/BOO PROCESSOR has secured the contract by furnishing wrong information or by suppressing facts in the bid submitted, Coal India Limited (CIL) reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee and put the CONTRACOR on Holiday / Banned / Blacklist list of CIL. Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to CIL by us.

**Place:
Bidder]**

Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

FORMAT OF LETTER OF NO DEVIATIONS
(ON BIDDER'S LETTERHEAD)

(NIT NO : PNMM/PC-217/E-002)

We * hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Amendment/ Clarifications issued by OWNER.

We further hereby confirm that the bid is submitted in accordance of Tender Document and contains no deviation and the price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda/ Amendment /Clarifications.

For and on behalf of* :

Stamp & Signature** :

Name :

Designation :

Date :

***Here fill in the name of bidder.**

****The Letter of *No Deviation* must be signed by the person (s) authorized to sign as per POA.**



**AIR SEPARATION UNIT ON BUILD-OWN-OPERATE
(BOO) BASIS AT BARDHAMAN, WEST BENGAL,
(INDIA)**

CONDITIONS OF CONTRACT

PNMM/PC217/E-002/5.0

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DOC. NO.

REV

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PART-I, COMMERCIAL

SECTION 5.0

CONDITIONS OF CONTRACT



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INTRODUCTION

The BOO Processor of the ASU shall ensure seamless supply of Oxygen, Nitrogen gas for its Coal Gasification Plant (CGP). The ASU facilities shall be engineered, installed, Owned, tested and operated in accordance with the technical requirements, pressure levels, flow rates, impurity limits and interface specifications of the CGP. The BOO Processor shall participate in interface engineering and shall comply with the inputs provided by the Owner/CGP Contractor for system compatibility.

The BOO Processor shall guarantee supply of Oxygen and Nitrogen to the Coal Gasification Plant at the contracted capacities on a continuous, round-the-clock basis throughout the Contract Period.

The ASU shall be considered the sole and dedicated source of Oxygen & Nitrogen gas for the Coal Gasification Plant, and gas supply shall have contractual priority over any third-party or merchant supply by the BOO Processor. The Oxygen and Nitrogen produced is solely meant for Production of SNG in Coal Gasification Plant and not for merchant sell.

ARTICLE-1.0 DEFINITIONS

The following words and expressions as used in the Agreement (as hereinafter defined) shall have the meanings hereof assigned to them except where the context otherwise requires:

- 1.1 **“OWNER”** means the Coal Gas India Limited (CGIL) a joint venture between Coal India Limited and Gail (India) Limited, registered in India under the Indian Companies Act-1956, with its registered office at VT Centre, ECL P.S – Pandaveswar, Sonepur, Pandaveswar, Bardhaman, West Bengal, India- 713378 and shall include their successors and assigns.
- 1.2 **“BOO PROCESSOR”** means the Successful Bidder. The Successful Bidder shall install **“AIR SEPARATION UNIT (ASU)”** on a site leased by the OWNER at Bardhaman District, West Bengal (India) as per the requirements and specifications mentioned in the Agreement. The Successful Bidder shall install the facilities and own it. OWNER shall permit the Successful Bidder to operate and maintain the ASU Plant for purposes of manufacturing and supplying Oxygen and Nitrogen to the Coal Gasification Plant as per the terms and conditions mentioned in the Agreement(s). The BOO Processor shall ensure uninterrupted supply of Oxygen and Nitrogen to the Coal Gasification Plant (CGP). The ASU facilities shall be engineered, installed, tested and operated in accordance with the technical requirements, pressure levels, flow rates, impurity limits and interface specifications of the Coal Gasification Plant (CGP). The BOO Processor shall participate in interface engineering and shall comply with the inputs provided by the Owner/CGP Contractor for system compatibility.
- 1.3 **“LETTER OF AWARD(LOA)/ NOTIFICATION OF AWARD”** means based on the offer of BOO PROCESSOR, OWNER issues its acceptance to the said offer requesting BOO PROCESSOR to start executing the jobs in terms of the Agreement(s) to be signed within 30 days from the date of LOA.
- 1.4 **“Effective Date”/ “Effective Date of Contract”** shall mean the Date of issue of Letter of Award by OWNER.
- 1.5 **“Agreement(s)”** shall mean, the Agreement(s) between OWNER/CGIL and the BOO PROCESSOR along with all Schedules, attachments and hereto duly signed by the parties, as



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may be amended, modified or supplemented from time to time after written Agreement between the parties.

1.6 **"OWNER's Plant"** means OWNER's plant(s) located in Bardhaman, West Bengal, India, any additions thereto and any additional facilities located therewith.

1.7 **"Production Plant"** means the following plant, at OWNER's designated land set up by the BOO PROCESSOR:

A brand New Air Separation Unit (ASU) with its necessary ancillary facilities to be designed, engineered, financed and installed by BOO Processor on site allocated to BOO Processor under license for use from CGIL. The New Air Separation Unit, which would be owned by BOO Processor, to operate, monitor and maintain the New Air Separation Unit for the production and supply of gaseous / liquid products as specified in Volume II, Design Basis, to CGIL at Delivery Point and required facilities for supply of products viz. Oxygen, Nitrogen and Argon for fulfilling Coal Gasification Plant requirements. The Air Separation Unit shall also include all Ancillary Equipment, Utilities System and Interconnecting Pipelines upto Delivery Point. The Air Separation Unit shall have design characteristics as set forth in tender documents.

1.8 **"Production Plant Site"** means the plot of land located at the site of OWNER's Plant, which will be allocated to BOO PROCESSOR by OWNER under lease as per lease Agreement attached as Draft for Lease Agreement of Volume I, Sec. 1.21, Draft Project Agreements, for the BOO PROCESSOR 's Production Plant as provided in Article 23. The Production Plant Site, location and boundaries are described in Volume II, Section 1.1, Project Description.

1.9 **"Product"** means Gaseous Oxygen, Gaseous Nitrogen and Liquid Nitrogen referred to as individually or jointly or severally as the case may be. **"By-product"** means any product acceptable to Owner, in the production plant other than Oxygen & Nitrogen.

1.9.1 **"Oxygen Gas or Oxygen"** means Oxygen Gas of specified parameters quantity, (quality including pressure & temperature at Delivery point) produced in the Production Plant installed by the BOO PROCESSOR and delivered to OWNER at Delivery Point for its Coal Gasification Plant.

1.9.2 **"Gaseous Nitrogen or Nitrogen"** means Nitrogen Gas of specified parameters (quantity, quality including pressure & temperature at Delivery point) produced in the Production Plant installed by the BOO PROCESSOR and delivered to OWNER at Delivery Point for its Coal Gasification Plant.

1.9.3 **"Liquid Nitrogen"** means Liquid Nitrogen of specified parameters (quantity, quality including pressure & temperature at Delivery point) produced in the Production Plant installed by the BOO PROCESSOR and delivered to OWNER at Delivery Point for its Coal Gasification Plant.

1.9.4 **"Liquid Oxygen facilities"** shall mean the BOO PROCESSOR's installed Liquid Oxygen storage vessel and vaporizers and connected equipment/piping etc. as defined in Design Basis.

1.9.5 **"Liquid Nitrogen facilities"** shall mean the BOO PROCESSOR's installed Liquid Nitrogen storage vessel and vaporizers and connected equipment/piping etc. as defined in Design Basis.

1.10 **"Oxygen Distributing System"** means the system of service pipelines to be constructed, now or as required, owned and maintained by OWNER at OWNER's expense and used to transport gaseous Oxygen from the BOO PROCESSOR's Oxygen Delivery Point.



1.11 **"Nitrogen Distributing System"** means the system of service pipelines to be constructed, now or as required, owned and maintained by OWNER at OWNER's expense and used to transport gaseous Nitrogen from the BOO PROCESSOR's Nitrogen Delivery Point.

1.12 "Liquid Nitrogen/Oxygen Loading-Unloading system" means the system of trunk and service pipelines including Loading Unloading Bay to be constructed, now or as required, owned and maintained by BOO Processor's expense and used to transport Liquid Nitrogen/Oxygen from the BOO PROCESSOR's Delivery Point Loading Unloading Bay.

1.13 **Units for measurements**

- a) **Normal Cubic Meter** or **"Nm³"** used as a measure of Oxygen and Nitrogen means that quantity of Oxygen and Nitrogen which in gaseous form would occupy a volume of one cubic meter at 0 degrees Celsius temperature and 1 atmospheric pressure (equal to 1.0133 bar and 273.13 degree K). Such quantity is herein referred to as "Normal Cubic Meter" or "Nm³".
- b) **"Nm³/h"** used as a measure of Gaseous fluid shall mean an instantaneous rate of flow which would be equivalent to one (1) Nm³ if continued for a one (1) hour period at required pressure.
- c) **"Tonne"** used as a measure of Steam means 1000 Kg of Steam.
- d) **Tonne/hr (T/h)"** used as a measure of Steam shall mean an instantaneous rate of flow which would be equivalent to one (1) Tonne of Steam if continued for one (1) hours period at required pressure and temperature .
- e) **"m3/h"** used as a measure of liquid Nitrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) m³ if continued for a one (1) hour period at required pressure.

1.14 **"Bidding Document/Tender Document"** shall mean tender as originally issued and any Ammendment(s)/Addendum(s) issued thereafter.

1.15 **"Instantaneous"** means the average of all readings of any single flow meter over a three (3) minute period.

1.16 **"Pressure"** means the pressure (gauge pressure) of the Product, Feed and Utilities.

1.17 **"Specifications"** shall mean, the Technical Specifications, Schedules, statements of technical data, Performance Characteristics, Values and all such particulars.

1.18 **"Dimensions"** shall mean the dimension as per metric system.

1.19 **"Product Delivery Point"** means the TIE-IN Point location at ASU Battery Limit as indicated in tender documents where BOO PROCESSOR Production Plant will be connected to OWNER's Oxygen and Nitrogen & Other tie-in envisaged in tender documents Distributing System at the boundary limit of the Production Plant Site with flange or welding connection. OWNER also accepts title to and risk of loss of product after the Delivery Point.



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1.20 **“Utilities Delivery Point”** means the flange(s)/ points (for power) where BOO Processor shall connect for receiving the feed and Utilities. Feed and Utilities Delivery Point shall be at the battery limit of BOO PROCESSOR. BOO PROCESSOR also accepts title to and risk of loss of Feed and Utilities after the Delivery Point.

1.21 **“Notification date for Production Plant readiness”** means when BOO PROCESSOR’s Supply System is capable of delivering 1,13,500 Nm3/hr of Oxygen Gas, 39,000 Nm3/hr of Nitrogen gas to OWNER, at delivery point, for an uninterrupted period of seventy-two (72) hours, BOO PROCESSOR will so notify OWNER in writing, and the date of such notice will be the notification date for Production Plant readiness.

1.22 **“First Delivery Date”** means the date on which the which the Production Plant commences delivering Products up to Requested Quantity by OWNER, subject to a maximum of Guaranteed Quantity. Subject to other provisions under the Contract Documents, effective from First Delivery Date BOO Processor shall continuously deliver Products up to Requested Quantity by OWNER.

1.23 **“Guaranteed Quantity”** means OWNER’s demand for Oxygen and Nitrogen as set out under Vol- II, Design Basis.

1.24 **“Requested Quantity”** means OWNER’s demand for Oxygen and Nitrogen as set out under Article-7 of condition of contracts. Requested Quantity” shall mean for Oxygen & Nitrogen, the daily/hourly quantity requisitioned by the Owner for consumption in the Coal Gasification Plant.

1.25 **“Shortfall”** means the difference between the Requested Quantity and quantity supplied by BOO PROCESSOR to OWNER during any relevant period. In case the Requested Quantity is higher than the Guaranteed Quantity, then the Shortfall will be computed as the “Guaranteed Quantity minus the Quantity supplied by BOO PROCESSOR to OWNER during any relevant period”. However, any non-supply of Products during Scheduled Outage, Permissible Unscheduled Outage and during an event of Force Majeure shall not be treated as Shortfall.

1.26 **“Plant availability factor or On-stream Factor (OSF)”** means percentage of supplied quantity to the requested quantity in a year excluding the period of planned shutdown and periods on account of Force Majeure conditions in that year.

1.27 **“Monthly Fixed Charge”** means the fixed monthly charge specified in Preamble to Schedule of Price for Oxygen & Nitrogen, as escalated from time to time in accordance with the provisions of Article 15.0 hereof to be paid by OWNER to the BOO PROCESSOR in accordance with the Agreement for making the Production Plant available for OWNER.

1.28 **“Variable Charges”** means the applicable Variable Charges of Oxygen & Nitrogen as specified in Preamble to Schedule of Price, as escalated from time to time in accordance with the provisions of Article 15.0 hereof.

1.29 **“Party”** shall mean a party (BOO PROCESSOR or OWNER) to the Agreement, and “Parties” (BOO PROCESSOR and OWNER) shall mean both the parties to the Agreement.



1.30 **“Successful Commissioning for Production Plant”** shall mean when the Production Plant shall give a level of output not less than Contracted Quantity at specified parameters as specified in Article-7, 8 &12 respectively.

1.31 **“Purity”** means the purity of the Oxygen & Nitrogen as per the parameters specified in Volume II, Design Basis.

1.32 **“Best Operating Practices”** means those procedures, practices, methods, techniques and standards as changed from time to time, that are generally accepted for generation of Oxygen & Nitrogen operation internationally taking into account conditions in India and commonly used in best utility engineering and operations to design, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to Oxygen & Nitrogen Plant of the size, services and type similar to such plants operating worldwide and generally conform to the statutory requirement, manufacturers' specifications and maintenance guidelines followed for these Plants.

1.33 **“Installed Capacity”** refers to the output of the Production Plant under conditions of continuous maximum loading.

1.34 **“Unscheduled Outage”** shall mean an unplanned interruption of Production Plant that has not been scheduled in advance and notified by the BOO PROCESSOR to OWNER that (i) this is not a Scheduled Outage and (ii) is for the purpose of performing work on specific components, which should not, in the opinion of the BOO PROCESSOR, be postponed until the next Scheduled Outage.

1.35 **“Scheduled Outage”** shall mean a planned interruption of Production Plant that (i) is not a unscheduled Outage, (ii) has been scheduled and approved by OWNER in accordance with Article-18 hereof, and is for inspection, testing, corrective maintenance, repairs, replacement or improvement as the case may be, together with any other maintenance measures that the BOO PROCESSOR, plans to carry out during the scheduled period of the relevant year on the basis of Best Operating Practices.

1.36 **“Shut Down”** shall be reckoned as the total duration between stoppage of Oxygen gas OR Nitrogen gas OR Both up to resumption of respective Product supplies.

1.37 **“Year”** shall mean the 12 months period commencing from the date of first delivery.

1.38 **“Month”** shall mean one month according to the Georgian calendar commencing from the date of First Delivery.

1.39 **“Day”** shall mean the 24 hours period commencing and terminating at 0800 hrs (IST).

1.40 **“Monthly”** with respect to a billing cycle shall mean after every 30 (thirty) days in a month of 30(thirty) days, after 31 (thirty-one) days in a month of 31 (thirty-one) days, after 28 (twenty eight) days in a month of 28 (twenty eight) days, and after 29 (twenty nine) days in a month of 29 (twenty nine) days.

1.41 **“MIS”** means Management Information System.

 <p>पी डी आई इल PDIL</p>	<p>AIR SEPARATION UNIT ON BUILD-OWN-OPERATE (BOO) BASIS AT BARDHAMAN, WEST BENGAL, (INDIA)</p> <p>CONDITIONS OF CONTRACT</p>	PNMM/PC217/E-002/5.0	0	 <p>COAL GAS INDIA LIMITED</p>
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1.42 **"GOI"** shall mean the Government of India including any and / or all ministries thereof and /or departments thereof having duly constituted authorities to grant approvals under any applicable statutes, rules and regulations enforced from time to time.

1.43 **"SG"** shall mean the West Bengal State Government including any and / or all ministries thereof and /or departments thereof having duly constituted authorities to grant approvals under any applicable statutes, rules and regulations enforced from time to time.

1.44 **"O & M Agreement"** means the agreement between OWNER and BOO PROCESSOR regarding manner in which the Production Plant shall be operated, monitored and maintained by the BOO PROCESSOR, as Draft for O & M Agreement of Volume I, Sec The Agreement(s) shall be consistent with the relevant terms of Conditions of Contract.

1.45 **"Lease"** shall mean the Lease Deed to be executed between BOO PROCESSOR and OWNER. The Agreement(s) shall be consistent with the relevant terms of Conditions of Contract.

1.46 **"Supplemental Nitrogen"** mean all on specs gaseous nitrogen delivered in excess of 5% above the Maximum rate of Gaseous Nitrogen as specified in Article 7.2. Supplemental Nitrogen shall also include all on spec. gaseous nitrogen supplied to OWNER from the liquid storage by vaporizing, during the period of nonsupply of required power and / or utilities by OWNER resulting in shutdown of BOO PROCESSOR's production plant.

1.47 **"License"** mean any consent, license, approval, registration, notarization, endorsement, waiver, filing, relaxation, no-objection, exemption, permit, corporate resolution or other authorization of any nature which is required to be granted by any statutory or regulatory authority or other government authority in accordance with Applicable Law for: (a) the execution of the Contract, (b) fulfilling the Works, and (e) completing all other obligations under the Tender Documents, as may be necessary for the BOO Processor.

1.48 **"Process License"** means a license is an official permission or permit to do, use or own something.

1.49 **"Operations Period"** means a period of 25 (twenty five) years commencing from the First Delivery Date.

ARTICLE 2 – INTERPRETATION / DEFINED TERMS

2.1 In the Agreement:

- the paragraph headings and numbering are for convenience only and shall be ignored in the interpretation of the Agreement.
- the singular includes the plural and vice versa
- reference to any Agreement, enactment, ordinance or regulations includes any amendment or replacement thereof in whole or in part
- reference to Articles, paragraphs and Annexures are, unless the context otherwise requires, references to Articles, paragraphs and Annexures respectively, of the Agreement



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- e) the words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import and export.
- f) terms defined in Article-1 shall have the meanings ascribed thereto in that Article when used elsewhere in the Agreement.
- g) reference to Applicable Laws or any provision thereof shall include amendment or re-enactment or consolidation of such Applicable Laws or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.
- h) reference to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- i) reference to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.
- j) references to "constructing" or "building" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly.
- k) references to "excavation" include, unless the context otherwise requires, cutting scooping or digging out a part of solid mass comprising earth, rocks, coal and other materials with objective of segregating coal from earth, rocks and other materials for lifting and transportation thereof to the Coal Depot of Delivery Point, and "excavate" shall be construed accordingly.
- l) any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- m) references to a "business day" shall be construed as a reference to a day (other than a Sunday or a public holiday) on which Owner is open for general business in the State in which the Project is situated.
- n) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement.
- o) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day.
- p) reference to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries, on



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business including the seeking of liquidation, winding-up, re-organisation, dissolution, arrangement, protection or relief of debtors.

- q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference, provided that this sub-clause (w) shall not operate so as to increase liabilities or obligations of the Owner hereunder or pursuant hereto in any manner whatsoever.
- r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise.
- s) the schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- t) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of , or to this Agreement reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears.
- u) the damages payable by either Party to the other, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").
- v) time shall be of the essence in the performance of the Parties' respective obligations, if any time period specified herein is extended, such extended time shall also be of the essence.
- w) in the event of any disagreement or dispute between the BOO Processor and the Owner regarding the materiality or reasonableness of any matter including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Owner as to the materiality or reasonableness of any of the foregoing shall be final and binding on the BOO Processor.
- x) where any statement in this Agreement is qualified by the expression "to the knowledge" or "to the best of the knowledge or information or belief" or any similar expression, that statement shall, save as expressly provided to the contrary herein, be deemed to mean that it has been made after due and careful inquiry by the person making such statement.
- y) if there is any conflict between any provision of the main body of the Agreement and any provision in the schedules or attachments then the former shall prevail.
- z) No provisions of the Tender Documents shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the



drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

If there is any conflict between any provision of the main body of the Agreement and any provision in the schedules or attachments then the former shall prevail.

2.2 **Disclaimers**

- a) The BOO Processor acknowledges that prior to the execution of the Contract Agreement, the BOO Processor has, after a complete and careful examination, made an independent evaluation of the Contract Documents, Project site, existing structures, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Owner or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder, Owner makes no representation whatsoever, express implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/ or completeness of any assessment, assumption, statement or information provided by it and the BOO Processor confirms that it shall have no claim whatsoever against the Authority in this regard.
- b) The BOO Processor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 2.2(a) above and hereby acknowledges and agrees that Owner shall not be liable for the same in any manner whatsoever to the BOO Processor or any person claiming through or under any of them.
- c) The Parties agree that any mistake or error in or relating to any of the matters set forth in Article 2.2(a) above shall not vitiate this Agreement or render it voidable.
- d) In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Article 2.2(a), that Party shall immediately notify the other Party, specifying the mistake or error, provided however, that a failure on part of Owner to give any notice pursuant to this Article shall not prejudice the disclaimer of Owner contained in this Article and shall not in any manner shift to Owner any risks assumed by the BOO Processor pursuant to the Contract Agreement.
- e) Except as otherwise provided in these Contract Documents, all risks relating to the Project shall be borne by the BOO Processor and Owner shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE-3: BUILD

- 3.1 BOO PROCESSOR shall install the Production Plant for manufacture and supply of Oxygen gas and Nitrogen gas to OWNER for its Coal Gasification Plant as per the terms of the Agreement within the stipulated period from the date of issue of LOA under the Agreement and subject to the schedule mentioned in Article 12.2 here in below.
- 3.2 The BOO PROCESSOR shall submit, Specifications of flow meters for Product, feed and utilities and energy meter for power, to be installed at the Delivery Point of Production Plant, to



OWNER for their review prior to their procurement. Any disagreement on these specifications will be settled mutually between OWNER and BOO PROCESSOR.

- 3.3 The BOO PROCESSOR shall take necessary clearances, permissions and Licenses, if any, applicable for Design, construction, installation & commissioning of the Production Plant as required before start of construction as well as from time to time from the appropriate authorities at local, state and national level for operations of the Plant.
- 3.4 The BOO PROCESSOR shall ensure implementation of efficient Project Management and Quality Assurance Systems during installation period.
- 3.5 The Construction and Commissioning of the Production Plant shall be under periodical inspection of representatives of OWNER.
- 3.6 The BOO PROCESSOR shall adhere to the schedule of commissioning of the Production Plant and in no case the BOO PROCESSOR shall delay in commissioning the Plant due to any reason whatsoever other than Force Majeure and subject to OWNER fulfilling its obligations under the Agreement.
- 3.7 In the event of any delay in achieving First Delivery Date within time specified in NIT for reasons other than Force Majeure or failure on the part of OWNER to carry its obligations under the Conditions of Contract, the BOO PROCESSOR shall compensate OWNER for the loss suffered by OWNER in the form of Price Reduction in accordance with Art. 26 of the Conditions of Contract.
- 3.8 The BOO PROCESSOR shall follow all the norms and regulation under Central Pollution Control Board / State Pollution Control Board. BOO PROCESSOR shall take all necessary permissions/certificates in this regard as applicable from the appropriate authority.
- 3.9 The BOO PROCESSOR shall follow all statutory provisions including Labour Laws and Industrial Laws for installation of the Production Plant and in no case the employees / workers engaged by the BOO PROCESSOR directly or indirectly shall be the employee of OWNER and claim for the same. For violation of any of the provisions by the BOO PROCESSOR and / or its representatives, OWNER shall be indemnified against any claim / demand made by any authority or by or on behalf of any employee/worker engaged by BOO PROCESSOR.
- 3.10 The BOO PROCESSOR shall ensure that all the personnel / employees, contractors, contract labours/ workers engaged by them in operating the Production Plant for continuous supply of Oxygen & Nitrogen and acceptable By Products , if any and shall follow all the safety rules as applicable.
- 3.11 Oxygen & Nitrogen and acceptable By Products, if any, shall be provided by the BOO PROCESSOR at Delivery Point of Production Plant. Pipelines from BOO PROCESSOR's Production Plant to the Delivery Point located at the boundary limit of the Production Plant site shall be installed and maintained by the BOO PROCESSOR at its own expense.
- 3.12 BOO PROCESSOR, at its own expense, will construct the ASU Plant and Respective Utilities Piping/ other required systems within the BOO PROCESSOR's Production Plant and will extend it to or from the Delivery Point designated by OWNER at BOO PROCESSOR's Production Plant boundary and connect these lines with OWNER's piping/ systems at BOO PROCESSOR's Production Plant boundary. BOO PROCESSOR shall design his Production Plant in such a way that it matches the desired interface as defined in tender documents. BOO PROCESSOR, at its expense, will also operate and maintain these piping/systems which will remain the property of BOO PROCESSOR at all times during entire period of contract.



BOO PROCESSOR shall also ensure that materials of construction of all piping and various systems at BOO PROCESSOR's Production Plant boundary are compatible with OWNER's piping and systems as mentioned in tender documents.

- 3.13 BOO PROCESSOR shall at its own expense provide Meters for measuring Oxygen gas and Nitrogen gas and acceptable By Products and maintain, repair and replace the Meter as stipulated in Article – 9. The Meter shall at all time remain the property of BOO PROCESSOR. The total volume of supply of Oxygen gas and Nitrogen gas and acceptable By Products shall be measured by these Meters. The accuracy of such meters shall be as per Cl. No. 9.0 of section 3.4 of Technical NIT. The BOO PROCESSOR shall also install additional flow meters if any which is not mentioned as above but required for operation of the plant.
- 3.14 BOO PROCESSOR shall at its own expense provide Meters for measuring Service Water, Drinking water, CW Supply, CW Return, LP Steam, Instrument Air and Energy Meter for Power and maintain, repair and replace the Meters as stipulated in Article – 9. The Meters shall at all time remain the property of BOO PROCESSOR.
- 3.15 During project execution, it would be necessary that certain technical data related to interfaces will be exchanged between BOO PROCESSOR & OWNER/LSTK CONTRACTORs. For timely & efficient project execution, it is of utmost importance that data exchange between BOO PROCESSOR & OWNER/LSTK CONTRACTORs is done in smooth & proactive manner. The requested technical data in respect of LSTK CONTRACTORs shall be provided by BOO PROCESSOR.
- 3.16 BOO PROCESSOR shall also at its own expense provide fencing and necessary security arrangement around ASU Plant battery limit to control access of authorized persons during construction as well as normal plant operation.
- 3.17 BOO PROCESSOR shall be responsible to make arrangements for temporary facilities such as fabrication yard, site office, store etc. during construction at its own expense. BOO PROCESSOR shall ensure to demolish the temporary facilities which were made during construction of ASU Unit.
- 3.18 BOO PROCESSOR shall be responsible to establish the equipment delivery route to bring equipment up to ASU site. In order to do so, BOO PROCESSOR to arrange site visit for route survey at its own expense.
- 3.19 The BOO Processor of the ASU shall ensure for uninterrupted supply of Oxygen and Nitrogen gas to the Coal Gasification Plant (CGP). The ASU facilities shall be engineered, installed, tested and operated in accordance with the technical requirements, pressure levels, flow rates, impurity limits and interface specifications of the CGP. The BOO Processor shall participate in interface engineering and shall comply with the inputs provided by the Owner/CGP Contractor for system compatibility.
- 3.20 The BOO Processor shall guarantee supply of Oxygen and Nitrogen gas to the Coal Gasification Plant at the contracted capacities on a continuous, round-the-clock basis throughout the Contract Period. Non-availability, short fall, or quality deviation shall attract applicable Price Reduction as defined in the tender document.
- 3.21 BOO Processor shall also share with OWNER the data related to improvements / modifications / replacements or any other changes that are being done inside the plant.



ARTICLE – 4 OWN

- 4.1 Production Plant along with all other systems, pipelines, metering system, etc. installed by the BOO PROCESSOR to meet its obligations under the Agreement, shall be the property of the BOO PROCESSOR at all times during entire period of contract.
- 4.2 The BOO PROCESSOR shall take all necessary steps for Registration, obtaining License / Permission from the appropriate authority for owning the Production Plant under its own management.
- 4.3 The BOO PROCESSOR shall notify OWNER regarding readiness of Plant. If BOO PROCESSOR fails to demonstrate the performance with respect to capacity and product quality(ies), the BOO PROCESSOR will be given an opportunity for corrective engineering till the performance is demonstrated through test runs.
OWNER will provide all the Utilities under OWNER's scope to the BOO PROCESSOR for the Commissioning /First test run.
- 4.4 The OWNER shall within 07 (seven) days of completion of the successful test run(s) of the Production Plant, will permit the BOO Processor to operate, monitor and maintain the Production Plant in terms of the O & M Agreement.

ARTICLE – 5 OPERATE

- 5.1 The BOO PROCESSOR shall ensure that the Production Plant is completed and fully operational within the aforesaid time schedule and capable of delivering Oxygen gas and Nitrogen gas to OWNER at required parameters as required in the Coal Gasification Plant.
- 5.2 The BOO PROCESSOR shall engage its personnel / employees and workers directly or / and indirectly through contractors for operating and maintaining the Production Plant. BOO PROCESSOR should ensure that only qualified and trained manpower is given the responsibility of operation of the Production Plant.
- 5.3 The personnel / employees or workers engaged in the Production Plant by the BOO PROCESSOR for operating the same shall in no way be the employee of OWNER.
- 5.4 The BOO PROCESSOR shall obtain all necessary clearances, permissions and Licenses from the appropriate authority including the Local Authority for operating the Production Plant and producing Oxygen gas and Nitrogen gas under the Factories Act, Indian Explosive Act., Indian Boiler Regulation, Contract Labour (Regulation & Abolition) Act, Pollution Control Act, Oil Industry Safety Directorate (OISD) Norms and any other Statutory regulations.

BOO Processor shall arrange to procure all necessary clearance, permissions and licenses on behalf of OWNER, wherever required, and OWNER shall render all necessary assistance to BOO Processor, including providing relevant documents, and certificates, to enable BOO Processor to obtain such clearance, permissions and licenses.

- 5.4.1 The BOO PROCESSOR shall follow all the norms and regulation including the stipulated conditions in Environmental Clearance and NOC under Central Pollution Control Board / State Pollution Control Board. BOO PROCESSOR shall take all necessary permissions/certificates in this regard as applicable from the appropriate authority.

BOO Processor shall arrange to procure all necessary clearance, permissions and licenses on behalf of OWNER, wherever required, and OWNER shall render all necessary assistance to



BOO Processor, including providing and executing relevant documents, and certificates, to enable BOO Processor to obtain such clearance, permissions and licenses.

- 5.5 The authorized representatives of OWNER shall have free access to BOO PROCESSOR's Plant during erection, commissioning of Production Plant and during the operation phase also till the completion of contractual period.
- 5.6 Representatives of BOO PROCESSOR and OWNER shall meet to co-ordinate, as far as reasonably possible for chalking out Scheduled Maintenance of the Production Plant

ARTICLE – 6 SUPPLY

- 6.1 From the First delivery date as defined in Article 10.5 and thereafter, continuously during the Agreement period and in accordance with the stipulations of the Agreement, the BOO Processor shall operate the Production Plant to supply Oxygen gas & Nitrogen gas to Coal Gasification Plant requirement as per conditions given in Design Basis of Technical part. The ASU shall be considered the sole and dedicated source of Oxygen & Nitrogen gas for the Coal Gasification Plant or OWNER's other Plant.
- 6.2 Representatives of BOO PROCESSOR and OWNER shall meet to co-ordinate, as far as reasonably possible for chalking out Scheduled requirement Oxygen gas & Nitrogen gas.
- 6.3 OWNER shall notify BOO PROCESSOR to rectify the quality of Oxygen gas & Nitrogen gas, in case, it falls below the contracted quality as given in Volume II, Design Basis of the Agreement which needs to be complied by the BOO PROCESSOR.
- 6.4 On receiving communication from OWNER, BOO PROCESSOR shall adjust the production level to match with change in demand within the turn down capability of the plant. Such adjustments will be @ 0.5 % minimum per minute of actual capacity of the plant running at that point of time, as ramp-up or ramp-down rate.
- 6.5 OWNER shall notify BOO PROCESSOR to rectify the quality of Oxygen & Nitrogen gas and in case it falls below the contracted quality as given in Design Basis, Process Specifications and Conditions of Contract of the Agreement which needs to be complied with by the BOO PROCESSOR.
- 6.6 BOO PROCESSOR and OWNER shall adopt and comply with operational and communication guidelines as mutually agreed from time to time.

ARTICLE-7: QUANTITY

- 7.1 BOO PROCESSOR will deliver the Oxygen gas and Nitrogen gas into Distributing System at Delivery Point, as per Coal Gasification Plant's requirements. OWNER shall have the right to use the Product in the operation of OWNER's Plant within OWNER's Plant Site or to transfer without restriction the product for use in the operation of any of OWNER's Plant only.
- 7.2 BOO PROCESSOR will deliver requested Quantities of Oxygen gas and Nitrogen gas to OWNER to meet the requirements of Coal Gasification Plant. BOO PROCESSOR shall supply demand rates at the Oxygen gas and Nitrogen gas as per the respective quantity and quality specification given in section 1.4 Design Basis at delivery point(s) as set forth below:
 - 7.2.1 Gaseous Oxygen as per specified quality and quantity as described in Technical section.



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7.2.2 Deleted

7.2.3 Gaseous Nitrogen as per specified quality and quantity as described in Technical section.

7.3 If, from time to time, Coal Gasification Plant requires Oxygen & Nitrogen gas in excess of the maximum hourly demand rate, BOO PROCESSOR will, during the term of the Agreement, deliver to Coal Gasification Plant such gas to the extent that such gases are available for Coal Gasification Plant and delivery thereof may be made within the flow and pressure limitations of BOO PROCESSOR's installed equipment. For purposes of the Agreement, any gas delivered hereunder in excess of 5% of the quantities as mentioned under Article 7.2.3 shall be deemed to be Supplemental gas.

OWNER shall have the option to take less quantity of Oxygen Gas and/or Nitrogen Gas than the maximum demand rate as set forth in Article 7.2, without affecting, by virtue of such shortfall, the Buyer's liability to pay the full Monthly Fixed Charges and the minimum Unit Prices as specified in Article 15 hereof.

OWNER shall always have the first right of use of Nitrogen and Oxygen to be delivered by BOO Processor beyond the guaranteed quantities at specified rate and conditions at the delivery point. The Oxygen and Nitrogen produced is solely meant for Production of SNG in Coal Gasification Plant and not for merchant sell.

7.4 BOO PROCESSOR shall use all efforts to deliver Products and acceptable By Products, if any, at the requested quantity. BOO PROCESSOR will record in its operating records requested quantity and changes thereto requested by OWNER's representative, the quantity of Product delivered to OWNER, and any Curtailed Hours. Access to such records shall be made available to OWNER on an ongoing basis. BOO PROCESSOR shall adjust the approximate rate of delivery of Products as requested by an authorized representative of OWNER in a timely manner.

OWNER will provide to BOO PROCESSOR the following information regarding the estimated Product requirements of OWNER's Plant:

- (a) By March 15th of each year, OWNER will provide BOO PROCESSOR with an estimate of the requirements of gases for the following financial year (1st April to 31st March of next year);
- (b) By the 26th day of each Month, OWNER will provide BOO PROCESSOR with an estimate of the daily quantity of gases from BOO PROCESSOR during the next Month.
- (c) By 8.00 IST each day, OWNER will update with its requirement of Oxygen & Nitrogen for the next twenty-four (24) hours to BOO PROCESSOR. These updated requirements will be considered as Requested Quantity for that day.

At its option, OWNER will provide such estimates to BOO PROCESSOR electronically or in writing.

7.5 OWNER and BOO PROCESSOR shall periodically discuss any additional future requirements of OWNER for Oxygen & Nitrogen gas (beyond the quantity specified in Article 7) requiring augmentation of BOO PROCESSOR's installed facilities and each Party agrees to negotiate in good faith for the additional charges and fees pertaining to any additional or upgraded production facilities. However all additional facilities arising



from statutory obligations shall be the responsibility of the BOO Processor and shall be borne by the BOO Processor.

All other terms and conditions of the contract for such future requirements shall remain unchanged.

- 7.6 BOO PROCESSOR's Production Plant will include facilities to store liquid Oxygen and Nitrogen and deliver Normal and Supplemental Oxygen Gas and Nitrogen Gas at maximum hourly flow rate and durations as mentioned in Design Basis.
- 7.7 Also in the event of sudden shutdown / shutdowns in BOO PROCESSOR's Production Plant for any reason or for any period, OWNER shall always have the first right for use of Oxygen and Nitrogen to be delivered from BOO PROCESSOR's Back-up Storage at specified rate and conditions at the delivery point.
- 7.8 In case of "Shortfall" in supply of Oxygen gas and Nitrogen gas during the period of Agreement, BOO PROCESSOR shall arrange to supply Oxygen gas and Nitrogen gas from alternative sources. If BOO PROCESSOR is not able to supply Oxygen gas and Nitrogen gas from alternate sources also, the Price Reduction on account of such "Shortfall" in quantity shall be made as set forth in Article-27 and subsequent amendments hereof.
- 7.9 Deleted

ARTICLE- 8 : SPECIFICATIONS

- 8.1 BOO PROCESSOR agrees to deliver Gaseous Oxygen to OWNER, subject to the Specifications and other terms and conditions set forth in this Article 8.1.1
 - 8.1.1 **Oxygen Specification:** BOO PROCESSOR represents and warrants that maximum Gaseous Oxygen will be delivered into the Oxygen Distributing System at Delivery Point of Production Plant and will have specifications of such delivery as indicated in Design Basis. BOO PROCESSOR's responsibility of supplying Gaseous Oxygen as per the specifications indicated in Design Basis will end at the Delivery Point.
- 8.2 BOO PROCESSOR agrees to deliver Gaseous Nitrogen to OWNER, subject to the Specifications and other terms and conditions set forth in this Article 8.2.1
 - 8.2.1 **Nitrogen Specification:** BOO PROCESSOR represents and warrants that maximum Gaseous Nitrogen will be delivered into the Nitrogen Distributing System at Delivery Point of Production Plant and will have specifications of such delivery as indicated in Design Basis.
- 8.3 Deleted
- 8.4 Any product (Oxygen and/or Nitrogen) which does not conform to the foregoing specifications may be rejected by OWNER by providing BOO PROCESSOR with verbal notice and subsequent written confirmation by e-mail within 24 hrs of delivery thereof and no payment will be made for the Product so rejected. Any rejected Product shall be deemed to be Product not delivered for the purposes of Article 27 hereof. Any quantity received after verbal notice for rejection will be considered as non-receipt till such time the quality of Product is not conforming to specifications.



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8.5 Both Parties shall have the right to verify and confirm on line data from a mutually agreed third party laboratory. Forthwith upon becoming aware of the fact that the Product does not conform to the foregoing specifications, BOO PROCESSOR shall at its cost, take such steps as may be necessary to remedy the situation.

ARTICLE-9: OPERATING / SYSTEM PARAMETERS

9.1 Installed capacity, specification of Oxygen gas and Nitrogen gas Start-up periods shall be as per Volume II, Design Basis and Process Specification.

9.2 METERING EQUIPMENT

BOO PROCESSOR shall at its own expense install all flow meters, for measuring Oxygen, Nitrogen, Instrument Air, Plant Air, Cooling Water (supply and return), Service Water, Drinking water, and energy meter for Power. All meters shall be installed close to Delivery Point in BOO PROCESSOR's Production Plant.

9.2.1 The metering equipment for the purpose of billing/ recording for Oxygen, Nitrogen, Cooling Water (supply and return) and Energy Meter for Power will be under the custody of BOO PROCESSOR. Meters shall be designed, installed and operated in accordance with recognized international standards viz. API MPMS, AGA etc. The locking arrangement for the metering equipment shall be mutually agreed between the parties. The payment shall be made based on joint reading of BOO PROCESSOR's metering equipments on monthly basis or at a frequency mutually agreed between BOO PROCESSOR and OWNER and monthly invoice based on such reading shall be raised by BOO PROCESSOR at an agreed cut off date of the month. In case BOO PROCESSOR's or OWNER's representative is not present for the joint reading at the agreed date and time as above, BOO PROCESSOR shall submit the invoice based on the reading taken by the BOO PROCESSOR/OWNER present and interim payments shall be made to the BOO PROCESSOR accordingly. In such condition, the invoice for the subsequent billing period shall be prepared based on the cumulative reading for the immediate previous billing period(s) for which interim payments have been released and net payment due to the BOO PROCESSOR shall be made by OWNER.

Accuracy Table for BOO Processor

The type and minimum accuracy of the meters to be installed by the BOO PROCESSOR shall conform to cl. No. 9.0 of section 3.4 of Technical NIT:

Table 1.0

Description	Flow Meter *	Applicable Standards	Unit	Limits of Accuracy**	Repeatability
Gaseous Nitrogen	Coriolis Flowmeter	AGA 11	Nm3/ hr	+/- 0.35 %	+/-0.2%
Gaseous Oxygen	Coriolis Flowmeter	AGA 11	Nm3/ hr	+/- 0.35 %	+/-0.2%
Liquid Nitrogen for Merchant Sale from BOO Processor	Coriolis Flowmeter	BOO Processor to propose Owner will review and Approve	kg/hr, Tonn es/hr	+/- 0.35 % of actual measured flow rate with a density accuracy of 0.0005 g/cc or better.	



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The above measurements shall be utilized for custody transfer. All the measurement data shall be accumulated including any verification or proving (as applicable) computed in the respective stream flow computers using Pulse Signal in the control room in an audit trail environment as per the requirements of API MPMS 21.

During the contract period for BOO operation, custody transfer system shall be updated from time to time by BOO Processor w.r.t. requirements of latest revision of API MPMS/AGA or any other relevant standards. Any cost arising out of the above updation of custody transfer system will be mutually agreed at that point of time.

9.2.2 OWNER may also install additional metering equipment for the Products at its battery limit. OWNER will maintain and operate such metering equipment to measure and calculate the quantities of Product delivered to OWNER. The metering equipment will remain the property of OWNER at all times.

9.2.3 BOO PROCESSOR, at its expense, will test and calibrate BOO PROCESSOR's metering equipment at an interval of six months or within interval as per manufacturer's recommendation in presence of OWNER's representative. Periodic joint calibration shall be carried out at, mutually agreed upon date. BOO PROCESSOR shall provide all the testing / calibrating equipment / standard gas during the joint calibration of the meters. The BOO PROCESSOR shall also provide the calibration certificates of each of the calibrating equipment duly certified from reputed organization with traceability of the calibration Certificate to National Physical Laboratory (NPL)/ National Test House/ National Institute of Standards and Technology (NIST), USA.

In addition, at the request of OWNER, with reasonable advance notice, BOO PROCESSOR will test the metering equipment in the presence of OWNER's representatives, and if the metering equipment is found on such test to be accurate, OWNER will pay BOO PROCESSOR the cost and expense of such test, but on such test if found to be inaccurate, then the cost and expense of such test and of correcting the inaccuracy in the metering equipment will be borne by BOO PROCESSOR. If on any test, the metering equipment is found to be inaccurate, a correcting invoice will be rendered to cover the actual amount of Product and Utilities exchanged between BOO PROCESSOR and OWNER. If on any test of the metering equipment, the measurement of accuracy and repeatability is within limits as specified in the above Table-1.0, the meter will be considered accurate.

9.2.4 During any period when a meter is not operating within limits of accuracy and repeatability as specified in the above Table-1.0 of the measured data, rate of Product/ Feed/ Utilities deemed to be supplied shall be agreed by the parties based either on the readings obtained from the calibration meter and/ or the average of flows before the meter ceased to operate.

9.2.5 Subject to adjustment of losses under Article 15.1.4 OWNER will provide the following utilities to BOO PROCESSOR free of cost during the agreement period:

- Cooling water
- MP Steam
- Service Water
- Drinking Water
- Power

ARTICLE-10: INSTALLATION AND FIRST DELIVERY

10.1 BOO PROCESSOR, at its expense, will design, construct, operate and maintain the Production Plant on the Production Plant site, which OWNER shall allocate to BOO PROCESSOR under



lease for use for the purpose of setting up the Production Plant for the period required for the construction of the Production Plant plus 25 years from the date of First Delivery of Oxygen gas & Nitrogen gas (unless terminated earlier as per the provisions of the Agreement) and during extension period of the Agreement as may be agreed between the BOO PROCESSOR and OWNER. The Production Plant will remain the property of BOO PROCESSOR at all times and may be removed by BOO PROCESSOR within 12 (twelve) months of the expiry or termination of the Agreement. Should the BOO PROCESSOR fail to remove the Production Plant or any part thereof from the Leased site or to vacate the site within the said 12 (twelve) month period, the BOO PROCESSORs Production Plant (or such part thereof as remains un-removed) and the BOO PROCESSOR's property whatsoever remaining on the Production Plant Site shall vest in OWNER free from any mortgage, charge, pledge, hypothecation or other encumbrance or third party rights whatsoever and/or liabilities whatsoever, and OWNER shall be entitled to take such measures as it considers necessary (including but not limited to measures under the Public Premises (Eviction of Unauthorized Occupants) Act,1971) for the eviction of all BOO PROCESSOR's or third party personnel or their agents or representatives from the site.

10.1.1 BOO PROCESSOR shall use the leased land for setting up the Production Plant only pursuant to the Agreement and not for any other purpose, including any other commercial activity, or residential purpose.

10.1.2 OWNER and BOO PROCESSOR shall execute, in addition to any other agreement that may be required, the following agreements:

- i) Lease for the Production Plant Site;
- ii) O & M Agreement for ASU
- iii) Contract Agreement

on the lines of the Draft Formats as prescribed by OWNER and annexed hereto as in Volume I, Section 1.10, Draft Lease Agreements.

Lease deed and Operation and Maintenance agreements shall be executed as soon as practicable after the date of the Letter of Acceptance.

Lease deed and Operation & Maintenance agreement will be effective from the successful demonstration of plant capacity and product quality.

10.1.3 BOO PROCESSOR, at its expense, will construct the Oxygen Distributing System, Nitrogen Distributing System and Respective Utilities Distributing System within OWNER's Plant and will also extend and connect these systems to the Delivery Point designated by OWNER at BOO PROCESSOR's Production Plant boundary prior to the First Delivery of Product.

10.2 As part of the Production Plant, BOO PROCESSOR shall also install, own and maintain the facilities for Liquid Oxygen and Liquid Nitrogen storage as follows:

- a. Liquid Oxygen and Liquid Nitrogen
- b. Vaporizing liquid Oxygen and Nitrogen at flow rate indicated in Design Basis. The system will also have vaporization equipment capable of vaporizing liquid Oxygen and Nitrogen at required flow rates and pressure (refer Design Basis) for flow rates for a period as indicated in Design Basis.
- c. Any other system facilities to meet OWNER's continuous demand.

10.4 When BOO PROCESSOR's Supply System is capable of delivering 1,35,000 Nm3/hr. of Oxygen Gas and 39,000 Nm3/hr of Gaseous Nitrogen to OWNER for an uninterrupted period of seventy-two (72) hours, BOO PROCESSOR will so notify OWNER in writing, and the date of



such notice will be the Notification date for Production Plant readiness. If this Notification date for Production Plant readiness is before agreed Time Schedule, BOO PROCESSOR shall not be eligible for any Prices set forth in Article- 15.0.

10.5 BOO PROCESSOR assures OWNER that subject to OWNER meeting its obligations contained in Articles 23 and 25, the Production Plant shall be installed and commissioned by BOO PROCESSOR so as to ensure that the First Delivery of Product takes place as per Time Schedule indicated in Article 12.2 of the Agreement. The date on which the delivery of Product commences, subject to delivering Products up to Requested Quantity by OWNER, subject to a maximum of Guaranteed Quantity shall be the "First Delivery Date" for purpose of the Agreement.

10.6 Should OWNER fail to supply utilities by the date set forth in the schedules, contained in Articles 12.2, 23 & 25 or should OWNER be unable to receive the Product through no fault of BOO PROCESSOR, First Delivery shall be deemed to take place after three months from the Time Schedule indicated elsewhere in the Agreement or actual delivery whichever occurs first as per requirement of OWNER. BOO PROCESSOR will invoice OWNER, and OWNER will pay the Fixed Monthly Charges as set forth and adjusted under Article 15, plus the amount of any taxes as set forth in Article 17, effective such date of First Delivery.

10.7 BOO PROCESSOR recognises and acknowledges the fact that a delay by it in making the First Delivery of Products within the time stipulated in Article 12.2, would result in damages that are difficult or impossible to determine with certainty and have, therefore, in good faith, estimated as fair compensation in the form of Price reduction as set forth in Article- 26.

10.8 OWNER reserves the right to reschedule (i.e. postponement) the first delivery date within 06 (Six) months from date of issue of Letter of Award, and such rescheduling can be for a maximum period of 12 (Twelve) Months. On such re-scheduling, the re-scheduled date shall be the date of First Delivery of Product under the Agreement and OWNER will not pay any charges (including Monthly Fixed Charges) during this period. If the re-scheduling extends beyond 12 months, payment shall be determined through mutual agreement between the OWNER and the BOO Process.

ARTICLE -11: IMPLEMENTATION PLAN

11.2 BOO PROCESSOR shall complete the installation, testing and commissioning of the Production Plant so as to start delivering Oxygen & Nitrogen and acceptable By Products, if any, to OWNER at required parameters by agreed Time Schedule.

11.3 It is clearly understood between the parties that the BOO PROCESSOR shall be solely responsible for the completion of the Production Plant in time for its successful, sustained integrated operation and maintenance, subject to the terms and conditions of the Agreement.

11.4 Within one month of Effective Date of the Agreement the BOO PROCESSOR shall submit an Implementation schedule giving milestones of scheduled progress on monthly basis.

ARTICLE-12 : TIME SCHEDULE & DURATION OF AGREEMENT

12.1 The Agreement shall come into effect from the date of the Letter of Award subject to the provisions of Article 12.3 hereof. Unless priorly terminated in accordance with the terms of the Agreement, the Agreement shall remain in force for a period of 25 years from the first delivery date with the right of OWNER to review the technical capability and soundness of the



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Production Plant and upon its satisfaction to extend the Contract period by another five (5) years or more on mutually agreed terms and conditions.

12.2 BOO Processor shall achieve the First Delivery Date within a period of 34 (Thirty Four) Months from the date of issue of Letter of Acceptance. OWNER shall provide the physical possession of the land for ASU plant within 1 (one) month from the date of LOA. The schedule of providing main Operation Power and Utilities for commissioning shall be decided based on mutual agreement between OWNER and BOO PROCESSOR at the time of Kick Off meeting,

12.3 In the event that production in BOO Processor's Production Plant is suspended on account of Force Majeure, the duration of the Agreement shall be extended by such period as mutually agreed between BOO Processor and Owner, provided that the Agreement is not terminated as a result of such Force Majeure in accordance with the provisions of the Agreement.

ARTICLE-13 : BOO PROCESSOR'S SCOPE OF WORK AND RELATED OBLIGATIONS

13.1 The scope of work of the BOO PROCESSOR shall be to Build, Own, Operate and Maintain Production Plant and supply Oxygen gas & Nitrogen gas to Coal gasification Plant as per provisions of various clauses of the Agreement.

13.2 The BOO PROCESSOR shall set up the Production Plant to meet the demand of Oxygen gas & Nitrogen gas as specified in the Agreement. The facilities to be provided by the BOO PROCESSOR shall be so designed as to ensure continuous and reliable supply of Oxygen gas & Nitrogen gas at all times at the parameter(s) of flow, purity and pressure/temperature specified in Volume II Technical Part of Tender.

The BOO Operator of the ASU shall ensure seamless integration of the ASU with the Coal Gasification Plant (CGP) for uninterrupted supply of Oxygen, Nitrogen and Instrument Air. The ASU facilities shall be engineered, installed, tested and operated in accordance with the technical requirements, pressure levels, flow rates, impurity limits and interface specifications of the CGP. The BOO Operator shall participate in interface engineering and shall comply with the inputs provided by the Owner/CGP Contractor for system compatibility.

13.3 The BOO Processor shall notify OWNER regarding the readiness of Production Plant for commissioning. All inputs required for operating the Production Plant (excluding utilities and power) as detailed in Volume II, of tender, Delivery Point Interface including consumables, spare parts, chemicals and supplies & services etc. shall be arranged by the BOO PROCESSOR at his own cost and without dependence on OWNER. All the utilities required for First Commissioning (i.e., commissioning upon mechanical completion of Production Plant) shall be supplied by OWNER as free issue except power. For First Commissioning and till the completion of first test run for capacity and product quality demonstration of ASU, If BOO Processor fails to demonstrate the performance w.r.t. capacity and products quality(ies), the BOO Processor will be given an opportunity for corrective engineering till the performance is demonstrated through subsequent test runs within the date of first delivery as mentioned elsewhere in the Agreement. For any subsequent test run, the cost for utilities will be charged by OWNER and any such charges will be deducted from any amounts payable to the BOO Processor by OWNER as per the unit rates mentioned in the Article-15.6. Only after the demonstration of the plant with respect to capacity and product quality, it will be considered that the First Delivery by the BOO Processor is achieved.

13.4 The BOO PROCESSOR shall ensure that Best Operating Practice is followed in the Production Plant by well experienced and competent management team. Quality Assurance System;



Health, Environment & Safety policies etc. with performance reporting system as elaborated elsewhere in the Agreement shall be followed.

13.5 Safety, Health & Environment (SHE)

The BOO PROCESSOR shall have a formal and effective SHE management system. SHE performance shall be reported to OWNER on regular basis.

13.6 Quality Management System

The BOO PROCESSOR's Production Plant shall have formal Quality Management System. Quality assurance Records and Documentation shall be shared with OWNER.

13.7 Other Services

- 13.7.1 Daily log-sheets and trend chart of monitoring of quality as well as quantity of Oxygen & Nitrogen gas and acceptable By-Products, if any, monitored by the BOO PROCESSOR by suitable measuring equipment shall be made available to OWNER. Online information on major parameters of Production Plant shall be made available by the BOO PROCESSOR through DCS in main control rooms as per OWNER's requirement.
- 13.8 In case the BOO PROCESSOR wishes to make an improvement in the Production Plant involving additional investment or otherwise during the tenure of Contract, BOO PROCESSOR will present the implications of the proposal to OWNER and implement such improvement after mutual consent after approval of OWNER.

ARTICLE-14: OWNER'S OBLIGATION

- 14.1 OWNER shall permit BOO PROCESSOR & their authorized personnel with free access to Metering Unit (if any) installed within OWNER's property at all times, including the right to cross OWNER's property by designated routes as necessary, on need basis.
- 14.2 OWNER shall keep the BOO PROCESSOR informed about any changes in the Product requirement, turndown schedules, shutdown schedules and other matters which may affect the operation of the Production Plant of the BOO PROCESSOR.
- 14.3 OWNER shall make regular payments to the BOO PROCESSOR as per the provisions of the Agreement.
- 14.4 OWNER shall supply power, Service water, drinking water, cooling water, MP Steam as required by the BOO PROCESSOR for production of ASU Plant as specified under Article 25.
- 14.5 BOO PROCESSOR shall treat liquid effluent generated within its Plant Battery Limit during normal/ worst / start-up/ shutdown operation, BOO PROCESSOR shall make all endeavour to limit the discharges within the design values as will be confirmed by the BOO PROCESSOR during detail design. BOO Processor shall indicate in their Technical Bid the type of effluents, quality, quantity and the treatment required before disposal as per the Environmental Regulation.
- 14.6. OWNER shall fulfil its obligations as mentioned in Article 23.
- 14.7 Failure by OWNER to comply with its obligations in Article 14 in accordance with the agreed time schedule shall result in extension of the schedule for First Delivery of Oxygen gas &



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Nitrogen gas set forth in Article 12.2 by an equivalent period of the delay by OWNER in complying with any such obligation.

ARTICLE-15: PAYMENT AND ADJUSTMENT/REGULATION OF PRICES

15.1 Payment & Invoicing

Computation of utilities and product transfer between OWNER and BOO Processor will be carried out on daily basis (08-00 hrs. of the day to 08-00 hrs. of the next day) based on the meter reading as agreed. The daily consumption will be cumulated for each calendar month (08-00 hrs. of the 1st day of the calendar month to 08-00 hrs. of the first day of the succeeding calendar month) and the calculated monthly quantities will be equated for unit supply of Oxygen & Nitrogen. The deviation with respect to guarantee will be the difference between the actual consumptions and the guaranteed value.

Upon First Delivery of Product and thereafter as promptly as possible after the end of each monthly billing period, BOO PROCESSOR will read the metering equipment installed pursuant to Article 9.0 to determine the quantity of Product delivered to OWNER during such billing period. BOO PROCESSOR will inform OWNER of the time of such readings and OWNER may have a representative present during such readings. Based upon such readings, BOO PROCESSOR will invoice OWNER and OWNER will pay BOO PROCESSOR those charges as per the relevant formula of this Article15.

After completion of each month of Operations Period post FDD, the BOO Processor shall raise monthly invoice ("Invoice") on mutually agreed date of the subsequent month for payment of Fee due for the preceding month. Such Invoice shall be payable by OWNER within 30 days of its submission by the BOO Processor, provided that all accompanying/supporting documents submitted by the BOO processor along with such Invoice are found to be in order in the opinion of OWNER.

Hourly flow rate is the total quantity of Oxygen gas and / or Nitrogen gas supplied in a cycle of one-hour period and will not be deemed to be the computed average from daily, monthly or yearly supply of Oxygen gas and / or Nitrogen gas.

OWNER will have the option to receive any amount, subject to Guaranteed figures, of Oxygen & Nitrogen throughout the agreement. The claim by BOO PROCESSOR for Fixed monthly charge, and Variable charge is admissible only after submission of following documents in triplicate:

- a. Payment records of the operation / maintenance crews with PF/ ESI and other challans etc.
- b. Submission of payment documents related to taxes, duties and levies etc.
- c. Proof of payment of Income Tax by BOO PROCESSOR for their operation/ maintenance crew as per applicable Income Tax Laws.
- d. Proof of obtaining all required statutory clearances.
- e. Annual Medical Fitness record of operation / maintenance crew.

BOO PROCESSOR will submit all the documents mentioned above along with the first invoice and thereafter on annual basis or at every renewal.

15.1.1 Adjustment/ Regulation of Prices (Conversion charge) for Oxygen & Nitrogen:

The conversion charge of gases shall comprise of two components:



- i) Fixed Monthly charge
- ii) Variable Charge

15.1.1.1 Fixed Monthly charge for Oxygen gas:

The Fixed Monthly charge shall have three components

- 1) Constant amount (towards ROI of the BOO Processor);
- 2) Component related to WPI for manufactured Products (towards maintenance cost & other overheads).
- 3) Component related to CPI for industrial workers (towards manpower cost).

Fixed Monthly Charge shall be calculated on the basis of the following formula for Oxygen

$$FMC_{Mo} = FMC_{BMo} \times [XM_{ROI} + XM_{WPI} \times (WPI_N / WPI_O) + (XM_{CPI} \times CPI_N / CPI_O)]_o$$

Where,

$FMC_{(M)o}$ = Fixed Monthly Charge computed on account of Oxygen delivered to OWNER and will remain valid for that month, it will be released on pro-rata basis from first delivery date upto the end of the month and thereafter on monthly basis every month (e.g. If the first delivery date is 15th January than FMC_M will be computed on pro-rata basis from 15th January to 31st January and from February onwards it will be computed in Calendar monthly basis)

FMC_{BMO} = Base monthly charge of Oxygen as per the Letter of Award

XM_{RO} = Constant Component on account of Return On Investment (which will not be adjusted due to inflation)

XM_{WPI} = Constant Component related to "Wholesale Price Index for Manufactured Products"

XM_{CPI} = Constant Component related to "Consumer Price Index for Industrial Labour"

WPI_N = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

CPI_N = Average Consumer Price Index for Industrial workers as last declared by Reserve Bank of India for the month prior to billing month.

CPI_O = Consumer Price Index for Industrial workers for the month of Letter of Award or last published month before LOA.

The Constant Component - XM_{RO} , XM_{WPI} & XM_{CPI} to be quoted by the Bidder in the Schedule of Rate / BOQ .

The Bidder will quote FMC_{BMO} , XM_{ROI} , XM_{WPI} and XM_{CPI} for Oxygen in the Price Bid,



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Table-1: Table for values for Fixed Monthly charge for Oxygen
(To be indicated in the Price Bid)

S.No	Price Factors	Values to be quoted by the Bidder
1.0	FMC_{BMO} (Rs./ Month)	To be indicated in the Schedule of Price/BOQ
2.0	XM_{ROI} (Note-1)	
3.0	XM_{WPI} (Note-1)	
4.0	XM_{CPI} (Note-1)	

Note:

- 1) $XM_{ROI} + XM_{WPI} + XM_{CPI} = 1.0$
- 2) The price adjustment /regulation under the formula referred in Article- 15.1.1.1, will be made on monthly basis commencing from the First Delivery of the Product

15.1.1.2 Variable charge per Nm3 of Oxygen

Other than the fixed monthly charges, there will be variable cost formula per tonne of Oxygen Gas and will have one component related to WPI for Manufactured Products and will take care of cost towards consumables, chemicals etc.

Variable Charge per Nm3 of Oxygen = $A_{BMO} \times (WPI_N / WPI_O)$

Where,

A_{BMO} = is to be submitted in the Price Bid, as per Schedule of Prices/BOQ

WPI_N = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

Table-1: Table for values for Variable charge per Nm3

S.No	Price Factors	Values to be quoted by the Bidder
1.0	A_{BMO} (Rs./ Nm3 of Oxygen)	To be indicated in the Schedule of Price/BOQ

15.1.1.3 Fixed Monthly charge for Nitrogen gas:

The Fixed Monthly charge shall have three components

- 4) Constant amount (towards ROI of the BOO Processor);
- 5) Component related to WPI for manufactured Products (towards maintenance cost & other overheads).
- 6) Component related to CPI for industrial workers (towards manpower cost).



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Fixed Monthly Charge shall be calculated on the basis of the following formula for Nitrogen

$$FMC_{MN} = FMC_{BMN} \times [XM_{ROI} + XM_{WPI} \times WPI_N / WPI_O + (XM_{CPI} \times CPI_N / CPI_O)]_N$$

Where,

$FMC_{(M)N}$ = Fixed Monthly Charge computed on account of Nitrogen delivered to OWNER and will remain valid for that month, it will be released on pro-rata basis from first delivery date upto the end of the month and thereafter on monthly basis every month (e.g. If the first delivery date is 15th January than FMC_M will be computed on pro-rata basis from 15th January to 31st January and from February onwards it will be computed in Calendar monthly basis)

FMC_{BMN} = Base monthly charge of Nitrogen as per the Letter of Award

XM_{ROI} = Constant Component on account of Return On Investment (which will not be adjusted due to inflation)

XM_{WPI} = Constant Component related to "Wholesale Price Index for Manufactured Products"

XM_{CPI} = Constant Component related to "Consumer Price Index for Industrial Labour"

WPI_N = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

CPI_N = Average Consumer Price Index for Industrial workers as last declared by Reserve Bank of India for the month prior to billing month.

CPI_O = Consumer Price Index for Industrial workers for the month of Letter of Award or last published month before LOA.

The Constant Component - XM_{ROI} , XM_{WPI} & XM_{CPI} to be quoted by the Bidder in the Schedule of Rate / BOQ .

The Bidder will quote FMC_{BMO} , XM_{ROI} , XM_{WPI} and XM_{CPI} for Nitrogen in the Price Bid,

**Table-1: Table for values for Fixed Monthly charge of Nitrogen
(To be indicated in the Price Bid)**

S.No	Price Factors	Values to be quoted by the Bidder
1.0	FMC_{BMN} (Rs./ Month)	To be indicated in the Schedule of Price/BOQ
2.0	XM_{ROI} (Note-1)	
3.0	XM_{WPI} (Note-1)	
4.0	XM_{CPI} (Note-1)	

Note:



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- 3) $XM_{ROI} + XM_{WPI} + XM_{CPI} = 1.0$
- 4) The price adjustment /regulation under the formula referred in Article- 15.1.1.3, will be made on monthly basis commencing from the First Delivery of the Product

15.1.1.4 Variable charge per Nm3 of Nitrogen

Other than the fixed monthly charges, there will be variable cost formula per tonne of Nitrogen Gas and will have one component related to WPI for Manufactured Products and will take care of cost towards consumables, chemicals etc.

$$\text{Variable Charge per Nm3 of Nitrogen} = A_{BMN} \times (WPI_N / WPI_O)$$

Where,

A_{BMN} = is to be submitted in the Price Bid, as per Schedule of Prices/BOQ

WPI_N = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month prior to Billing month or latest available as on that date.

WPI_O = Average Wholesale Price Index as per RBI/Office of Economic Advisor for Manufactured Products for the month of submission of Bid or latest available as on that date.

Table-1: Table for values for Variable charge per Nm3 of Nitrogen

S.No	Price Factors	Values to be quoted by the Bidder
1.0	A_{BMN} (Rs./ Nm3 of Nitrogen)	To be indicated in the Schedule of Price/BOQ

Note: The price adjustment /regulation under the formula referred in Article- 15.1.1.4, will be made on monthly basis commencing from the First Delivery of the Product.

Subject to the provisions of Article 15.1 hereof, BOO PROCESSOR will Invoice OWNER the Fixed monthly charge and Variable Charge for the Product supplied and as adjusted as per Article 15.1.1 Such invoice will be payable within the 30 (thirty) days of its submission.

15.2 The Fixed monthly base charge and Variable Monthly base charge for Oxygen & Nitrogen shall remain fixed for the entire Agreement except for variation/adjustment in the Product Prices as per the Article 15.1.1. Price for Oxygen & Nitrogen shall be paid based on the actual quantity of Oxygen & Nitrogen supplied by BOO PROCESSOR to OWNER.

15.3 However, if no Oxygen & Nitrogen is lifted by OWNER, no Variable Charges shall be payable. Only the Fixed monthly charge shall be payable subject to the provisions of Article 15.1.1 hereof.

15.4 Regulation/Adjustment of Prices of Utilities

15.4.1 Upon First Delivery of Product and thereafter as promptly as possible after the end of each monthly billing period, BOO PROCESSOR will read the metering equipment installed pursuant to Article 9.0 to determine the quantity of Utilities delivered to BOO PROCESSOR during such billing period. BOO PROCESSOR will inform OWNER of the time of such readings and



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OWNER may have a representative present during such readings. Based upon such readings, the adjustment amount based on the unit rates as set forth below in Table-3 will be worked in case of deviations beyond the allowable limit of guaranteed ratio.

Table-3

SI. No.	Feed / Utility	Unit	Unit Rate
1.	MP Steam	MT	Rs 1400
2.	Power	kwh	Rs 6.08
3.	Cooling Water	M ³	Rs 46.475

15.4.2 Deleted

15.4.3 Regulation/Adjustment of Prices for Power

During the period of Agreement, the Power charge will be considered as per actual Power tariff applicable for the billing cycle period for working out the adjustment amount in case of deviations beyond the allowable limit of guaranteed ratio specified in Schedule of price.

However, during contractual period, for lower consumption of power as compared to guaranteed datum values, no benefit will be passed to BOO Processor during adjustment of consumption values in monthly/annual bills.

15.4.4 Deleted

15.5 Subject to the provisions NIT, OWNER will work out the adjustment amount in case of deviations beyond the allowable limit of guaranteed ratio and the same shall be adjusted against the payment towards respective product charges.

For arriving at on any commercial impact with respect to deviations in utilities consumption ratios with respect to Oxygen & Nitrogen the following will be considered:

Computation of utilities and product transfer between OWNER and BOO PROCESSOR will be carried out on daily basis (08-00 hrs of the day to 08-00 hrs of the next day) based on the meter reading as agreed. The daily consumption will cumulated for each calendar month (08-00 hrs. of the 1st day of the calendar month to 08-00 hrs of the first day of the succeeding calendar month) the calculated monthly quantities will be equated for unit supply of gases. The deviation with respect to guarantee will be the difference between the actual consumptions and the guaranteed value.

15.8 Deleted

15.9 Regulation/Adjustment of Prices for Utilities

During the period of Agreement, the Utilities charge will be considered as per actual cost of OWNER applicable for the billing cycle period for working out the price reduction amount in case of deviations beyond the allowable limit of guaranteed ratio specified in Schedule of price.



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However, during contractual period, for lower consumption of Utilities as compared to guaranteed datum values, no benefit will be passed to BOO Processor during adjustment of consumption values in monthly/annual bills.

ARTICLE-16: GUARANTEES

16.1 BIDDER shall furnish guarantee for Production Plant as specified under the following heads.

- Agreed date of supply of Oxygen & Nitrogen gas
- Capacity
- Ratios for Consumption of Utilities and other Chemical/ Catalyst Quality of the product(s)
- Plant Availability Factor
- Purity

16.2 Agreed date of supply of Oxygen & Nitrogen gas:

BIDDER shall guarantee supply of Oxygen & Nitrogen gas as per guaranteed capacity and quality, by agreed date of supply of Oxygen & Nitrogen gas as defined in Article 12.0.

16.3 Capacity:

BIDDER shall guarantee supply of Oxygen & Nitrogen gas as per sec 1.4 Design Basis Work Cost Guarantee Table)

16.4 Consumption:

As per Schedule of Prices, If the actual consumption is within the following specified limits, there will be no price adjustment. Debit or credit will be levied only beyond the limits specified below:

MP Steam: Within + 1 % of Guaranteed value

Cooling water supply : Within + 1 % of Guaranteed value

Electrical Power : Within + 1 % of Guaranteed value

Note:

The above limit shall be deemed to include measurement inaccuracies if any of the instrument/meter in question. Thus, no separate allowance shall be made on account of measurement inaccuracies of instrument /meters.

16.5 Quality of the Product:

BIDDER to guarantee supply of Oxygen & Nitrogen gas as per the following quality:

Oxygen : 99.6%

Nitrogen : 99.9 %

16.6 Plant Availability:

BIDDER shall guarantee minimum Plant Availability Factor for Production Plant as 100%.

ARTICLE-17: TAXES AND DUTIES



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17.1 Bidder to quote the Fixed Monthly Charge and Variable charge as per Article 15 exclusive of taxes and duties. Bidder have to discharge statutory obligations like GST and other taxes and duties applicable on the assessable value. It shall be the obligation of the bidders to satisfy the tax authorities on valuation aspects.

17.2 The Conversion charge (fixed monthly charge and the variable charge) shall be subject to GST. Therefore the bidders should quote the above charges exclusive of GST on the same. For the purpose of evaluation, the quotes of GST on the Conversion charges will be considered at the present prevalent rate of 18%. There will not be any other taxes and duty leviable on feed and utilities as the same will be used as captive consumption during execution of the Contract. In actual operation OWNER shall reimburse the GST paid by the BOO Processor on the services performed by the BOO Processor under the Contract, subject to the BOO Processor providing to OWNER, appropriate documents/Tax Invoice.

17.3 If at any time during the term of this Agreement any tax or any other duty, cess, imposed or levy is newly imposed on BOO PROCESSOR by any governmental authority chargeable on the Conversion Cost or on the production or delivery of Oxygen & Nitrogen to OWNER hereunder, then OWNER will reimburse BOO PROCESSOR therefore, to the extent applicable to deliveries to OWNER hereunder, on submission of the relevant invoices & proper documentary evidence."

17.4 If at any time during the term of the Agreement any new law, ordinance, rule, or regulation (collectively, "Law") is in effect or is enacted or promulgated by any governmental or quasi-governmental authority, including any new Law relating to the emission or release of greenhouse gases, that increases BOO PROCESSOR's costs incurred in the production, transportation, or delivery to OWNER hereunder, including any costs arising from any modification made by BOO PROCESSOR with respect to (a) the Production Plant, (b) the Metering Equipment, or (c) BOO PROCESSOR's operation of the Production Plant (any such increased costs being hereinafter referred to as "New Costs") , the impact of such New Costs, effective as of the date such Law causes BOO PROCESSOR to incur any New Costs, shall be suitably adjusted in the monthly fixed charges upon mutual agreement between OWNER and the BOO PROCESSOR provided that OWNER is satisfied with the effort of BOO PROCESSOR to minimize or mitigate the effect of any such Law on the operation of the Production Plant (including without limitation through the filing of available judicial challenges to any such Law) and shall consult with OWNER for purposes of determining the most cost effective way of complying with any such Law.

17.5 BOO PROCESSOR should have Permanent Account Number (PAN) as per provisions of Indian Income Tax Act. Income tax will be deducted at source under section 194 C and Section 195 read with section 197 from the payments to Indian / Non-residential parties respectively at the prevailing rates as per income Tax Act 1961 / DTAA. Deduction at lower rate on nil rate has to be substantiated by submitting certificate under section 197 from the income tax authority by the BOO PROCESSOR.

17.6 BOO PROCESSOR shall bear and pay all corporate income taxes and/or turnover taxes, if any, based upon or measured by its net income, and all taxes imposed on corporations on account of their existence or their right to transact business. BOO Processor shall pay all duties, taxes and levies associated with the procurement of BOO PROCESSOR's equipments, catalysts, chemicals, consumables, their transportation to the site and erection & commissioning on the site.

17.7 Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the BOO Processor only. BOO Processor providing taxable service shall issue tax Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required



to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

- 17.8 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by CIL. Further, in case rating of bidder is negative / black listed after award of work, then CIL shall not be obligated or liable to pay or reimburse GST to such Bidder/Vendor and shall also be entitled to deduct /recover such GST along with all penalties / interest, if any, incurred by CIL.
- 17.9 CONTRACTOR shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate Government within the time limit prescribed under the GST Law. In the event of any default, CONTRACTOR shall be liable to pay the amount, if so imposed on OWNER due to such default.
- 17.10 OWNER will deduct GST at source at the applicable rates in case transactions under the CONTRACT are liable to GST deduction at source as per the prevailing provisions of GST Law.
- 17.11 Further, Section 171 of CGST Act, 2017 provides that "any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices". Accordingly, Bidders are required to ensure compliance to the anti-profiteering clause under GST law.
- 17.12 There will be no materials under the scope of Contract which will be consigned to Owner, unless otherwise specifically mentioned elsewhere in the tender. The Owner will not issue / provide Road permits/e-way bill to the Contactor except in respect of material directly purchased by the Owner.

ARTICLE-18 : PLANT START-UP AND PLANNED SHUT DOWN

18.1 Plant Start-Up

Owner shall intimate /align the timing so as to make available Nitrogen & Oxygen to owner before starting of Guarantee test of the Coal Gasification Plant. Accordingly BOO processor to consider Plant availability factor of 100% excluding the planned shutdowns as per the OWNER's requirements.

18.2 Plant Shut Down

BOO PROCESSOR may require from time to time to shutdown the production facilities of the Production Plant for such period of time as may be necessary for BOO PROCESSOR to make ordinary repairs and for maintenance consistent with proper operation. However, Plant design and engineering are to be carried out for achieving a high degree of operational reliability. The plants are to be designed with high on-stream factor (not less than 330 days in a year) with minimum continuous operating cycle of 1 year between turn around

In addition, the Production Plant will be planned for shutdown to meet the requirements of regulatory bodies (such as Indian Boiler Regulations) at intervals as specified by those respective regulatory bodies. BOO PROCESSOR will be allowed to undertake such shutdown as per statutory requirements. BOO PROCESSOR will make all endeavour to utilise these shutdown on account of statutory requirements for other maintenance of plant as may be necessary from time to time as well as for replacement of catalyst. Duration of such shutdown will be mutually agreed between the parties.



ARTICLE- 19: CONTINGENCIES

The following contingencies shall be applicable for the Agreement.

In situations other than force-majeure

If OWNER fails to provide the Utilities and/or feed under the scope of supply of OWNER which results in reduction in production of Oxygen & Nitrogen below the guaranteed quantities as defined in the Agreement or no production of Oxygen & Nitrogen in the BOO PROCESSOR's Plant; or OWNER fails to lift requested quantities of Oxygen & Nitrogen, then the Monthly Fixed Charge will be payable in all situations.

ARTICLE-20 : INSURANCE

BOO PROCESSOR confirms that its Production Plant and facilities and operating personnel will be adequately covered under insurance along with coverage of third party liability.

The BOO PROCESSOR, at its sole cost and expense, shall continue to obtain and maintain all the Construction Insurance Policies and Operational Insurance Policies required to be taken in respect of the Production Plants as required by the Financers, or by the laws of India; or as may be necessary in accordance with the Best Operating Practices. The BOO PROCESSOR shall ensure that OWNER is named as an additional insurer on all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by BOO PROCESSOR shall have provision for Waiver of Subrogation in favour of OWNER.

Any failure by the BOO PROCESSOR to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the BOO PROCESSOR of the insurance requirements set forth herein nor relieve or limit in any way the BOO PROCESSOR's obligations and liabilities under any other provision of the Agreement.

The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or cause to be maintained by the BOO PROCESSOR throughout the Agreement period:

- Workers Compensation and Employers Liability
- General Liability Insurance
- Builders All Risk Insurance
- Marine Cargo insurance
- All Risk Property/Comprehensive Machinery Insurance (Upon Completion of Construction)
- Third Party Liability Insurance

To the extent that the above insurance policies are available through Indian insurance companies, preference shall be given to using these companies.

Notwithstanding any liability that may arise under the Agreement, any loss for which compensation is due to the BOO PROCESSOR under this Article, shall not be charged to OWNER.



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The BOO PROCESSOR shall cause its insurers or agents to provide OWNER with certificates of insurance for required replacement policies or renewals as evident from the endorsements of policies, at least thirty (30) Days prior to i.e. termination or expiration of any policy hereunder.

ARTICLE-21: SAFETY, HEALTH AND LIABILITY APPORTIONMENT

21.1 OWNER acknowledges that there are hazards associated with the use of Oxygen & Nitrogen. OWNER agrees that its personnel involved in activities related Oxygen & Nitrogen are aware of the hazards and assumes all responsibility for warning and protecting its employees and independent contractors of all hazards to persons and property in any way connected with the handling of Oxygen & Nitrogen.

OWNER will notify BOO PROCESSOR of any hazards and safety procedures at DCC and OWNER will notify BOO PROCESSOR in advance of any anticipated construction, renovation or change in operations in the area of the Metering Equipment site so that any hazards associated with same can be minimized.

The BOO PROCESSOR shall ensure that all the personnel / employees, contractors, contract labours/ workers engaged by them in operation and Maintenance of the Production Plant for continuous supply Oxygen & Nitrogen and any other By-Products and to OWNER shall follow all the safety rules as applicable.

OWNER will receive documents from BOO PROCESSOR, including "BOO PROCESSOR's Material/Product Safety Data Sheet(s) containing BOO PROCESSOR's safety and health information pertaining to Oxygen & Nitrogen and any other acceptable By-Products delivered for appropriate use into OWNER's safety program.

Each party hereby agrees to indemnify the other and hold the other harmless from any actions, lawsuits, demands, claims, losses, expenses, costs, including but not limited to legal fees, and damages, arising from the injury, illness or death of their respective employees while engaged in activities connected with the Agreement, whether or not such injury, illness or death is claimed to have been caused by, resulted from, or was in any way connected with the negligence of the party to be indemnified.

21.2 BOO PROCESSOR will design the Production Plant so that noise levels will not exceed during daytime and night- time, the maximum limits provided in statutory guidelines at the Production Plant Site boundary for a continuous noise source during normal plant operation. BOO PROCESSOR shall provide to his employees all Personal Protection Equipment and shall also comply with government regulations in this regard.

21.3 BOO PROCESSOR will be solely responsible for fulfilment of all requisite statutory obligations in vogue from time to time as per requirement of State Government, Central Government pertaining to this Production Plant during entire period of Agreement.

21.4 BOO PROCESSOR will make all endeavour to use Best Operating Practices.

ARTICLE-22 : CONFIDENTIALITY

22.1 The Agreement and all drawings, diagrams, specifications, operating data, pricing and costs and other information furnished by BOO PROCESSOR relating to the use and/or delivery of Oxygen & Nitrogen furnished hereunder and the information therein are proprietary to BOO PROCESSOR. OWNER may not reproduce or distribute such materials except: (a) to



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government agencies for the purpose of obtaining permits; and (b) to OWNER's employees for the purpose of carrying out their duties relating to the use of Oxygen & Nitrogen. In the case of the aforementioned disclosures; OWNER "agrees to inform its employees or governmental agencies that such information is the confidential information of BOO PROCESSOR and is to be treated accordingly. All such information relating to Products supplied directly by BOO PROCESSOR (except information as may be established to be in the public domain) shall be received in confidence and OWNER shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material. Unless otherwise agreed to by the parties, OWNER agrees that it shall keep all such material confidential for a period, which shall expire five (5) years after the expiry or termination date of the Agreement.

22.2 Any information relating to OWNER's plant, supplied directly by OWNER shall be received in, confidence and BOO PROCESSOR shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material.

22.3 It is understood that the foregoing obligation of confidentiality does not apply to materials and information that: (i) was already known to the receiving party prior to the disclosure of same hereunder, as evidenced by the receiving party's written records prepared prior to such disclosure; (ii) was in or hereafter comes within the public domain, other than by the receiving party's failure to fulfill its obligations hereunder; (iii) is made available to the receiving party by a third party who does not have any direct or indirect obligation of secrecy to the disclosing party; or (iv) is developed by the receiving party independent of any disclosure under the Agreement as evidenced by its written records.

ARTICLE-23: PRODUCTION PLANT SITE (S)

23.1 OWNER will allocate the land to BOO PROCESSOR under Lease, as per Draft Lease Agreement annexed hereto in Volume I, Sec. 1.10, Draft Project Agreements, for locating the Production Plant approximately as per Plot Plan/Scope drawing enclosed on signing of Agreement. Land development shall be in BOO Processor's scope. BOO Processor. BOO PROCESSOR shall carry out Hazop study through an agency nominated by BOO PROCESSOR and submit the report to OWNER for review and comments. OWNER shall have the right to verify the incorporation of all Hazop recommendations. BOO PROCESSOR shall submit the final Hazop study report, and a plot plan for OWNER's record. In addition, OWNER and/or its authorized representative will have the right to monitor and review BOO PROCESSOR's implementation plan and progress thereof.

23.2 BOO PROCESSOR, at its sole cost and expenses shall obtain and maintain all requisite statutory clearances including all central, state or local permits. BOO PROCESSOR shall also obtain Licenses and authorizations for construction and operation of the Production Plant. OWNER shall provide assistance to BOO PROCESSOR whenever necessary, if requested.

23.3 OWNER, at its expense, will provide a clear approach suitable for access to the Production Plant Site for movement of tractor, tanker, trucks, cranes, construction plant and equipment etc. along with handing over of the site.

23.4 OWNER grants twenty-four (24) hours a day access to the authorized personnel of BOO PROCESSOR to the Production Plant Site for the term of the Agreement. OWNER's authorized personnel shall have unrestricted access to the BOO PROCESSOR's Plant both during construction & operation of the plant.



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23.5 OWNER will hold BOO PROCESSOR harmless from and against liens and claims against the Production Plant due to its location on OWNER's premises. BOO PROCESSOR will take adequate safety precautions, as required, for any hazards associated Oxygen & Nitrogen and any other By-Products production, pressurization and transportation up to Delivery point.

23.6 BOO PROCESSOR shall ensure that the Production Plant area shall not be used for Truck Parking purpose. However, trucks/tankers with prior permission of OWNER shall be allowed to enter the Production Plant Site only for unloading of necessary inventories required for O&M purpose. No maintenance of the trucks/tankers shall be allowed inside the Plant Site. BOO PROCESSOR shall be responsible for the security and safety of trucks/tankers.

ARTICLE -24 : ENVIRONMENTAL CONDITIONS

24.1 The Production Plant design shall be based on technical specifications as per Volume II, Section 1.4, Design Basis throughout the Agreement period and the present plot plan of OWNER's Plant as per Drawing in Vol. II, Sec. 1.9.

24.2 The BOO PROCESSOR shall follow all the norms and regulation including conditions of Environmental Clearance (EC) & No Objection Certificate (NOC) from Central Pollution Control Board / State Pollution Control Board.

24.3 OWNER will make TOR application to MOE&F and carry out EIA/EMP studies. BOO PROCESSOR shall provide necessary technical assistance to OWNER / its Consultant to obtain initial Environment Clearance. Additionally, BOO PROCESSOR, at its sole cost and expenses shall obtain and maintain all requisite statutory clearances including all central, state or local permits. BOO PROCESSOR shall also obtain Licenses and authorizations for construction and operation of the Production Plant. OWNER shall provide assistance to BOO PROCESSOR whenever necessary to obtain statutory clearances. BOO Processor will also renew all clearances, license, wherever applicable from time to time as required by statutory bodies of State Government & Government of India.

24.4 OWNER warrants that there are no toxic or hazardous materials or substances on, in or under the Production Plant Site(s). OWNER shall indemnify and hold BOO PROCESSOR harmless from and against any and all claims, liabilities, costs (including attorney's fees), expenses, damages, penalties and fines resulting from any breach of the foregoing warranty or from any toxic or hazardous materials now or hereafter in, on or under the Production Plant Site(s) which did not occur or result directly from BOO PROCESSOR's performance pursuant to the Agreement.

ARTICLE-25 : UTILITIES

OWNER shall provide utilities as detailed below to BOO PROCESSOR, at the battery limit for use in Production Plant. OWNER's responsibility of supplying Utilities as detailed below will end at the Delivery Point.

25.1 Construction Power:

Construction power shall be arranged by BOO PROCESSOR as required within Package battery limit by providing Temporary DG set of suitable rating. Selection of DG rating and design of required power distribution scheme etc. is included in BOO PROCESSOR scope.

BOO PROCESSOR shall take proper written permission from the Engineer-in-Charge before taking any temporary power supply. BOO PROCESSOR will make his own full proof arrangement for temporary distribution.



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If any hindrance is caused to the other work due to alignment of these temporary power supply lines, the BOO PROCESSOR will re-route the temporary lines at his own cost.

BOO PROCESSOR shall submit monthly power consumption along with individual meter reading, which shall be reviewed by PCM/OWNER on regular basis.

25.2 Construction water:

OWNER shall provide construction water at one point at BOO PROCESSOR's plant Delivery Point on chargeable basis till Mechanical Completion, Subject to availability. However, in case of non-availability of construction water due to any reason BOO PROCESSOR at its own expenses shall arrange for construction water to keep the progress of construction and no compensation on account of time & cost shall be admissible in such eventuality.

25.3 Electrical Power:

Power shall be provided free of cost from state grid at 132 KV

NOTE: Electrical Design Philosophy to be followed

25.4 The above mentioned utilities shall be provided by OWNER free of cost. However, in case of deviation beyond allowable limit of guaranteed ratio, the rates, as set in article-15, will be applied for working out the adjustment amount.

25.5 Other Utilities:

Subject to limits under Article 15.6 and adjustment of losses under Article 15 OWNER will provide the following utilities to BOO PROCESSOR free of cost during the entire lease and O&M agreement period including pre-commissioning / commissioning requirement:

- Cooling water
- MP Steam
- Service Water
- Drinking Water
- Fire Water
- Power

25.6 BOO PROCESSOR shall ensure that the utilities provided by OWNER are used for intended purpose only.

25.7 OWNER shall ensure availability of utilities falling in OWNER's scope of supply in terms hereof, as are required for pre-commissioning/commissioning, as per mutually agreed schedule required for normal commissioning of the Production Plant. Oxygen & Nitrogen as produced during the commissioning and up to First Delivery date shall be supplied by BOO PROCESSOR to OWNER on demand, free of cost.

ARTICLE-26 –Price Reduction Clause

26.1. For Late Start-Up for Production Plant



If the BOO PROCESSOR fails to ensure the timely First delivery of Oxygen & Nitrogen as defined in Article 10.4, OWNER will suffer very substantial damages on this account far in excess of the Price Reduction as set forth below. However, with a view to limit the BOO PROCESSOR's liability, the Parties have in good faith, fixed the ceiling for the Price Reduction, on account of delay in First delivery of Oxygen & Nitrogen, as set forth below on the clear acknowledgement that the actual damages incurred by OWNER will be very much greater.

- 26.2 For any delay in First delivery of Oxygen gas OR Nitrogen gas OR both beyond the contractual date for commencement of supply of Oxygen Gas OR Nitrogen gas OR both, BOO PROCESSOR shall pay to OWNER Price reduction at the rate of 1/8 % (one eighth percent) for each completed week or part thereof, subject to a maximum 5% (five percent) of the fixed Monthly charge quoted by bidder for 7.5 (seven and half) years.
- 26.3 Price reduction shall not apply in case OWNER is not ready to take Oxygen gas or Nitrogen gas from the contractual date of commencement. In such case Price reduction shall be applicable from the date OWNER is ready to take Oxygen gas or Nitrogen gas.
- 26.4 In case delay in readiness of OWNER to start usage of Oxygen or Nitrogen gas beyond contractual date of commencement is intimated to the BOO PROCESSOR and if BOO PROCESSOR is ready to supply Oxygen or Nitrogen gas, OWNER shall pay the Fixed Monthly charge as specified in Article 10.6. However, Variable Charges will be paid from the date of Oxygen or Nitrogen gas supply subject to production of Guaranteed Quantity of Oxygen or Nitrogen gas.
- 26.5 In case the BOO PROCESSOR abandons the project before the schedule date of commissioning of Production Plant, OWNER will have the right to encash Security Deposit and the conditions mentioned under Termination clause shall become applicable.
- 26.6 OWNER may deduct the sum of Price reduction from any money due or that may become due to BOO PROCESSOR or by encashing Security Deposit.
- 26.7 Payment of the Price reduction described in this Article 26 shall be BOO PROCESSOR's sole liability and OWNER's sole remedy for any delay in Plant start up.
- 26.8 The BOO Operator agrees and acknowledges that the damages payable under this Article 26, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by OWNER and that OWNER is entitled to receive the same and are not by way of penalty.

ARTICLE-27 : PRICE REDUCTION AND RISK PURCHASE

27.0 PRICE REDUCTION CLAUSE

27.1 PRS FOR NON-COMPLIANCE OF GUARANTEED PARAMETERS.

The BOO Processor shall be solely responsible for continuous, reliable and uninterrupted supply of Oxygen and/or Nitrogen (as applicable) from the Air Separation Unit (ASU) in accordance with the Contracted Capacity, Quality and Availability requirements specified in the Contract. Any shortfall or interruption attributable to the ASU shall be deemed a default of the BOO Processor. The ASU shall be considered the sole and dedicated source of Oxygen & Nitrogen gas for the Coal Gasification Plant.

"Loss of Production of Syn Gas" shall mean the reduction in actual Syn Gas production from the Coal Gasification Plant below the Contracted or Scheduled Production level, directly and exclusively attributable to non-availability, partial availability, reduced capacity, or quality



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deviation of Oxygen/Nitrogen supplied by the ASU, excluding events of Force Majeure or Owner's default.

a) ON ACCOUNT OF SHORT FALL IN OXYGEN/NITROGEN GAS

If the BOO PROCESSOR at any time fails to deliver the Oxygen or Nitrogen or Both the gases up to the Maximum Instantaneous requirement or Requested Quantities as stipulated in Article 7.0, OWNER's ability to ensure timely completion, commissioning and day to day running of OWNER's Plant will be seriously affected and prejudiced and OWNER will suffer very substantial damages on this account far in excess of the specified sum set forth below. The BOO PROCESSOR also acknowledges the fact that such damages are difficult or impossible to determine with certainty. However, with a view to limit the BOO PROCESSOR's liability, the Parties have in good faith, fixed the ceiling for the Price Reduction, on account of Shortfall in Oxygen & Nitrogen Supply, as set forth below on the clear acknowledgement that the actual damages incurred by OWNER will be very much higher. The damages for such Shortfall will be equivalent to:

Damages= (Total Requested Quantity- Total supplied quantity)/ Total Requested Quantity (Fixed Charge per + Variable Charge) x Total supplied quantity x per 1000NM³ of Gaseous Oxygen/ Nitrogen

Fixed Charges per 1000NM³ of Gaseous Oxygen/ Nitrogen shall be derived from Article-15.

The above damages will be computed separately for Oxygen & Nitrogen based on the Shortfall on monthly basis.

Wherever applicable, yearly average WPI/CPI will be considered for computing the Fixed Job work Charge and Variable Charge

However, the above Damages will be applicable only if the BOO PROCESSOR is not able to arrange Oxygen/Nitrogen from alternative sources in case of shortfall in supply during the period of Agreement.

b) ON ACCOUNT OF NOT MEETING SPECIFIED LIMITS OF PURITY

The BOO Processor shall supply Oxygen and Nitrogen strictly conforming to the Specified Purity. The supply of Oxygen and/or Nitrogen shall be deemed Non-Compliant if the purity falls below the Specified Limits at any time. Without prejudice to any other rights of the OWNER under the Contract, the following shall apply in case of Non-Compliant supply:

- i. The BOO Processor shall immediately take all necessary corrective measures at its own cost to restore compliance with the Specified Limits.

If not resolved with specified time limit the same shall be treated as Breach of Contract, entitling the OWNER to exercise its rights including suspension of payments, procurement from alternate sources at BOO Processor's risk and cost, and/or termination of Contract.

c) ON ACCOUNT OF UNSCHEDULED OUTAGE

In case of Unscheduled Outage of supply of Oxygen Gas OR Nitrogen gas OR both, not attributable to OWNER there will be Price Reduction at the rate of 0.5 % (half percent) of the Monthly Fixed Charge for 01 (one) year per episode of Unscheduled Outage of Oxygen Gas OR Nitrogen gas OR both` Any Unscheduled Outage of Oxygen Gas OR Nitrogen gas OR both will be considered as an Unscheduled Outage.



A zero flow of Oxygen Gas OR Nitrogen gas OR both at delivery point for a minimum duration of 10 minutes will be treated as Unscheduled Outage.

d) ON ACCOUNT OF NOT MEETING PLANT AVAILABILITY:

BOO PROCESSOR shall guarantee minimum plant availability of Oxygen/Nitrogen as 100%. In case minimum Plant availability of gases falls below 100% for reasons other than Force Majeure or reasons attributable to OWNER, then this shall be treated as no supply and penalties shall be levied as per serial no 27.1 a).

27.2 The PRS under Article 27.1 hereof payable by the BOO PROCESSOR to OWNER shall, without prejudice to any other mode of recovery available to OWNER, be recoverable by deduction from the Monthly invoice of BOO PROCESSOR. The actual supply of Oxygen & Nitrogen will be totalised, for each, for every 15 minutes and recorded through DCS. The sum total of every 15 minute record will determine the delivery for the day / month / year and will also be the basis for calculating the short supply with respect to requested quantity.

27.3 Utilities:

If the BOO Processor at any time consumes more utilities (MP steam cooling water and/or power) from the guaranteed values with respect to unit capacity, then price reduction will be equivalent to:

$$[(\text{Total consumed Quantity} - \text{Total guaranteed Quantity at specified unit capacity}) \times (\text{prevailing cost of that utility})]$$

27.4 PRS will not be applicable under the following conditions /circumstances:

- a) During Scheduled Outages of Production Plant
- b) During Force Majeure
- c) During the non-performance by OWNER of its obligation under the Agreement which in turn affects the production facilities of BOO PROCESSOR.

27.5 Payment of the penalties described in this Article 27 shall be BOO PROCESSOR's sole liability and OWNER's sole remedy for any shortfall in the supply of Oxygen & Nitrogen.

27.6 The price reduction / adjustment under the formula referred in Article- 27 above will be made on monthly basis commencing from the First Delivery of the Product.

ARTICLE-28 : LIABILITY

- 28.1 BOO PROCESSOR will be fully responsible for any and all liabilities and obligations accruing to it by virtue of its carrying on industrial operations in the premises of the BOO PROCESSOR, including but not restricted to liabilities and obligations arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc.
- 28.2 BOO PROCESSOR shall insure its installation at its own cost to cover all risks/losses.
- 28.3 The workforce / labour employed by the BOO PROCESSOR for carrying out any activity in connection with its Production Plant for supplying Oxygen & Nitrogen and acceptable By Products, if any, to OWNER shall remain BOO PROCESSOR's liability during and after the contractual period and also in case the contract is terminated at an early date.



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28.4 The Production Plant, built on the land Leased by OWNER, during the agreement period, shall remain the property of BOO PROCESSOR.

28.5 OWNER & BOO PROCESSOR warrant each other that its activities in relation to the Agreement will not infringe upon or violate any property or other rights of any third party.

28.6 Subject to the provisions of Article 21, each of BOO PROCESSOR and OWNER accept liability for death of or injury to individual persons, to the extent caused by its negligence or breach of this Agreement.

For the purpose of this condition, BOO Processor's liability includes all such liabilities of BOO Processor and / or of all its associates, contracts, subsidiaries and / or any other agency lined up by the BOO Processor.

28.7 Neither OWNER & BOO PROCESSOR shall be liable to one another for any indirect, incidental or consequential losses including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts.

28.8 BOO Processor fully understands that one of the reason for it being a Successful Bidder is that it is an expert (and fully conversant with) in construction, operation, monitoring and maintenance of the Production Plant including safety and environment aspects. BOO PROCESSOR fully understands that it will be fully responsible for any and all liabilities and obligations accruing to OWNER by virtue of BOO Processor carrying on industrial operations in the Production Plant Site and/or operation and /or maintenance of the Production Plant, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc. BOO Processor undertakes to fully indemnify OWNER for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from OWNER owing to any acts, omission or commission on the part of BOO Processor in construction, operation, monitoring and maintenance of the Production Plant.

'Similarly, OWNER fully understands that it will be fully responsible for any and all liabilities and obligations accruing to BOO PROCESSOR by virtue of OWNER carrying on industrial operations in OWNER's Plant and/or operation and /or maintenance of OWNER's Plant, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc. OWNER undertakes to fully indemnify BOO PROCESSOR for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from BOO PROCESSOR owing to any acts, omission or commission on the part of OWNER in construction, operation, monitoring and maintenance of OWNER's Plant.'

ARTICLE-29 :TEMPORARY TAKEOVER OF THE PLANT BY OWNER

29.1 BOO PROCESSOR recognises the fact that it is absolutely critical to OWNER's interests that a consistent and uninterrupted supply of Product as per the specification and upto the quantities stipulated in Article 8 and Article 7 respectively should always be maintained. Accordingly, BOO PROCESSOR agrees, without prejudice to the provisions of Price reduction, and Risk Purchase as set forth hereinabove, that if for any reason whatsoever (not being attributable to a fault of OWNER) BOO PROCESSOR defaults or delays in the strict performance of its obligations under the Agreement for a continuous period of 30 (Thirty) days and has not reasonably demonstrated its willingness to set right the Production Plant as per OWNER's opinion, then OWNER shall have the right to take over the operation of the Production Plant for



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such duration and take such remedial steps and incur such costs and expenses on behalf of BOO PROCESSOR as may be necessary for OWNER to operate the Production Plant so that BOO PROCESSOR's obligations under the Agreement are satisfied. BOO PROCESSOR shall reimburse such cost and expenses incurred by OWNER and assure OWNER of its full co-operation in the matter. In case of such eventualities the BOO PROCESSOR shall agree to share all Production Plant related documents including documents from the Production Plant Lessor.

ARTICLE-30 : TERMINATION AND TAKEOVER

30.1 OWNER may terminate the Agreement prior to completion of the Production Plant if:

- i) The BOO PROCESSOR has abandoned the Project or has suspended work on the Project for consecutive six (6) weeks or more; or
- ii) The rate of progress of construction of the BOO PROCESSOR's Production Plant lags with respect to the agreed schedule for the Project even after taking remedial measures which shall result in overall delay of more than 3 (three) months in completion of the Production Plant taking into account the scheduled or re-scheduled date(s) of First Delivery

30.2 OWNER may also terminate the Agreement during the period of Agreement in case of the followings:

- i) The BOO PROCESSOR becomes insolvent, bankrupt, is the subject of proceedings for liquidation or dissolution, ceases to carry on business, or becomes unable to pay its debts as they become due ;

or
- ii) Failure of BOO PROCESSOR to diligently implement the remediation plan agreeable to OWNER, to be submitted by the BOO PROCESSOR within 7 (seven) days of continuous non-supply of Oxygen or Nitrogen or both Gases.

Or

Oxygen & Nitrogen do not meet requested quantities on a monthly basis in respect thereof under Article 7 for a continuous period of 6 months for reasons other than reasons attributable to OWNER or Force Majeure.

or
- iii) Apart from the failure of BOO PROCESSOR's obligation as indicated at Article- 30.2 ii), the BOO PROCESSOR has committed a material breach of any other provision of the Agreement and the BOO PROCESSOR (i) fails to remedy such breach within 15 days of receiving a notice of breach from the aggrieved party, or (ii) fails promptly to submit remediation plan to OWNER and diligently implement the same, where the breach is of a nature that cannot be rectified within 15 days.

30.3 Upon occurrence of any of the events described in 30.1 or 30.2 above, OWNER may give written notice to the BOO PROCESSOR, if applicable, regarding occurrence of the relevant event and instruct the BOO PROCESSOR to rectify/cure the default within agreed time schedule, and should the BOO PROCESSOR fail to rectify/cure the default to the satisfaction of OWNER within that period, OWNER shall have the right, after the expiration of such time schedule to terminate this Agreement by giving notice in writing to the BOO PROCESSOR and



take over the Production Plant permanently including the right to the technology licenses at fair value mutually discussed and agreed.

30.4 Deleted

30.5 In case of termination of the Agreement, the land lease shall automatically stand cancelled and the BOO PROCESSOR shall lose all rights to use and/or occupy the leased land only to dismantle and remove the Production Plant (including all BOO PROCESSOR's fixtures, fittings, equipments and structures and constructions thereon) if OWNER does not exercise the option to take-over provided in clause 30.3 hereof and handover the vacant land to OWNER clear from all equipments, fixtures and construction whatsoever within 12 (twelve) months from the date of such termination. Should the BOO PROCESSOR fail to clear the leased land of all BOO PROCESSOR's plant, equipment, machinery, fixtures, fittings and constructions (excluding all foundations, concrete pads and footings, and all underground pipelines installed by the BOO PROCESSOR) within 12 (twelve) months from the date of termination of the Agreement, the same or such part thereof as has not been dismantled, removed or have not been taken away from the said land shall vest in OWNER, free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (including liability to or in respect of any workmen, staff or personnel, technology licensors) and free of any cost or liability to compensate the BOO PROCESSOR in respect thereof.

30.6 Further, In the event of termination on account of BOO PROCESSOR's default as specified in Article 30.2 hereof or for Force Majeure conditions under Article 31 hereof, during the period of Agreement, OWNER shall have the option of taking over the Production Plant free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (Including liability to or in respect of any workmen, staff or personnel) and free of any cost of any technology licenses or liability to compensate the BOO PROCESSOR in respect thereof at fair value by (should be only in case of force majeure) giving the BOO PROCESSOR at the time of issue of the notice of termination written notice of such takeover. Should the Parties be not able to agree on such value within two months, such issue shall be resolved through arbitration. However, such Agreement/arbitration shall not affect the takeover of the Production Plant by OWNER.

30.6.1 Also, on exercise by OWNER of the right of takeover, the BOO PROCESSOR shall continue providing assistance to OWNER in operation and maintenance of the Production Plant for a period of 6 (six) months after the takeover, the cost of which shall be reimbursed by OWNER to BOO PROCESSOR during the above period. In case BOO PROCESSOR, on account of takeover of the Production Plant by OWNER opts for arbitration, OWNER shall pay BOO PROCESSOR 50% (one half) of the monthly Fixed Monthly Charges which would have been payable but for the takeover as interim payment for the balance of the contract duration or settlement of arbitration, whichever occurs earlier. The interim payment(s) made by OWNER to the BOO PROCESSOR shall be adjusted from the fair value awarded by the Arbitrator(s).

30.6.2 The BOO PROCESSOR shall co-operate with OWNER to ensure a smooth and Complete takeover of the Production Plant by OWNER as herein contemplated.

30.7 In the event of termination on account of BOO PROCESSOR's default under Article 30.1 & 30.2 above, OWNER will have the option to forfeit the security deposit/performance bank guarantee of the BOO PROCESSOR, if applicable. In such event, OWNER will take over the Production Plant on an "as is where is" basis free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (including liability to or in respect of any workmen, staff or personnel, technology licensors) and free of any cost or liability to

 <p>पी डी आई इल PDIL</p>	<p>AIR SEPARATION UNIT ON BUILD-OWN-OPERATE (BOO) BASIS AT BARDHAMAN, WEST BENGAL, (INDIA)</p> <p>CONDITIONS OF CONTRACT</p>	PNMM/PC217/E-002/5.0	0	 <p>COAL GAS INDIA LIMITED</p>	
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compensate the BOO PROCESSOR in respect thereof and complete the Production Plant to meet its requirement of Gaseous Oxygen and Nitrogen. The fair value of the plant in the event of termination would be as per methodology set forth in Article 30.6 above. Should the Parties not be able to agree on such compensation, the issue shall be resolved through arbitration.

30.8 Except as stated in Article 30.4, neither party shall terminate this agreement in case a) the reason for the other parties breach is of a nature that can't be remedied within 15 days of intimation of breach b) the breaching party has submitted a detailed mutually agreed remediation plan including a reasonable time table for completion and ; c) the party in breach is diligently carrying out the remediation plan and is providing progress reports to the other party on a weekly basis .

ARTICLE- 31: FORCE MAJEURE

31.1 "Force Majeure" shall mean war (declared or undeclared), revolution, civil war, tidal wave, fire, explosion, major flood, pandemic, earthquake, sabotage, terrorism activity of a severe magnitude, quarantine or other act of God, rules and regulations or orders prohibiting the establishment or operation of the BOO PROCESSOR's Production Plant or relevant plant of OWNER, national strike (if BOO PROCESSOR's Production Plant and OWNER's relevant plant are affected) and catastrophic failure of vital equipment within one year of commissioning which prevents in whole or part the performance by OWNER or the BOO PROCESSOR of its obligations under the Contract, but will not include a self induced Force Majeure, or equipment break down, commercial hardship or financial inability.

31.2 Effects of Force Majeure Events

Subject to the provisions of the Agreement, in the event that a Party is rendered unable, by reason of event of Force Majeure affecting the Party after the date hereof to perform wholly or in part any material obligation of that Party set forth in the Agreement the obligations of both Parties shall be suspended or excused to the extent affected by such Force Majeure.

31.3 Notice

Upon the occurrence of an event of Force Majeure, the affected Party shall notify the other Party in writing within Seventy two (72) hours of the alleged beginning thereof giving full particulars, its estimated duration of Force Majeure event and satisfactory evidence in support of its claim, and notwithstanding the prior commencement of the force majeure event, the force majeure event shall be deemed to have occurred not earlier than Seventy two (72) hours after the other Party receives the notice of the force majeure.

31.3.1 Upon cessation of the event of Force Majeure, the affected Party shall forthwith give written notice of such cessation to the other Party and shall as soon as reasonably possible, resume performance of its obligations suspended by the force majeure.

31.4 Actions consequent upon force majeure

31.4.1 The affected Party shall:

- Use reasonable endeavours to minimize the effects of Force Majeure and remedy any inability to perform due to Force Majeure.
- Provide daily reports to the other Party regarding its progress in overcoming the adverse affects of the Force Majeure.
- As soon as reasonably practicable, provide the other Party in writing such information as may be reasonably required to justify the claim of Force Majeure.



d) If the BOO PROCESSOR's Production Plant is in whole or part damaged or destroyed due to the Force Majeure event, the BOO PROCESSOR shall forthwith take all steps necessary to repair, restore and/or replace the BOO PROCESSOR's Production Plant to make it operational and productive as soon as is reasonably possible. BOO PROCESSOR shall ensure to take all steps reasonably required to restore its ability to perform its obligations under the Agreement as soon as is reasonably possible, including the rebuilding of any affected part of the Production Facility provided that the affected BOO PROCESSOR shall not be obliged to take any steps which would not be in accordance with Good Industry Practice.

31.4.2 Upon the occurrence of the Force Majeure, both parties shall promptly meet to discuss in good faith the effect and the likely duration of the effect of the Force Majeure and the steps to be taken to overcome the effects of the Force Majeure and the remedial actions to be taken by the other Party to mitigate the effects of the Force Majeure on the BOO PROCESSOR's Production Plant or relative OWNER's plant(s) as the case may be.

31.5 Continuation of Force Majeure

If the duration of the Force Majeure is uncertain or exceed 6 (six) months, OWNER and BOO PROCESSOR will each have the right to terminate the Agreement unless mutual Agreement is reached otherwise.

31.6 Monetary Obligations during Force Majeure

No amounts shall be payable in respect of Events or circumstances which are covered by Force Majeure Events. If there is Force majeure at OWNER's premises and OWNER is unable to consume Requested quantity of Oxygen Gas **OR** Nitrogen gas **OR** both then OWNER will also not pay any penalty to BOO PROCESSOR.

31.7 In the event that Production in BOO PROCESSOR's Production Plant or OWNER plant is suspended on account of Force majeure , the duration of Agreement shall be extended by such period as mutually agreed between OWNER and BOO PROCESSOR so that BOO PROCESSOR can recover the shortfall in Fixed Monthly Charges due to such Force Majeure , provided that the Agreement is not terminated as a result of such Force majeure in accordance with the provisions of the Agreement.

ARTICLE-32 – CONCILIATION AND ARBITRATION

As per Instruction to Bidders

ARTICLE- 33 : REPRESENTATIONS AND WARRANTIES

33.1 OWNER 's Representations and Warranties

OWNER represents and warrants as to itself that:

- i) It is duly organised and validly existing entity under the laws of India and has all requisite legal right, power and authority to execute and deliver the Agreement and all the Agreements to which it is a Party and to carry out the terms, conditions and provisions hereof and thereof.
- ii) The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which it is a Party have been duly authorised by all requisite corporate action, and will not contravene any provisions of, or



constitute a default under, any other Agreement or instrument to which it is a party. The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which OWNER is a Party does not constitute a violation of any statute, judgment order, decree or regulation or rule of any court, government authority or arbitrator of competent jurisdiction applicable or relating to OWNER , its assets or its business; and

iii) The Agreement constitutes its valid, legal and binding obligation, enforceable in accordance with the terms hereof except that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar Law affecting OWNER's rights generally and except to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, the discretion of the court before which any proceeding thereof may be brought and the principles of equity in general.

33.2 BOO PROCESSOR's Representation and Warranties

The BOO PROCESSOR represents and warrants as to itself that:

i) It is duly organised and validly existing entity under the laws of India. It has complied with the requirements of all applicable laws and all requisite legal right, power and authority to execute and deliver the Agreement and all the Agreements and documents referred to herein to which it is a Party and to carry out the terms, conditions and provisions hereof and thereof,

ii) The execution delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which it is a Party have been duly authorised by all requisite corporate action, and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party . The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which the BOO PROCESSOR is a Party does not constitute a violation :-

a) of any statute, judgment order, decree or regulation or rule of any court, government authority or arbitrator of competent jurisdiction applicable or relating to the BOO PROCESSOR, its assets or its business;

OR

b) the BOO PROCESSOR articles, constituting documents or any indenture, Agreement or Agreement to which it is a party or by which it or its property is bound.

iii) The Agreement constitutes its valid, legal and binding obligation, enforceable in accordance with the terms hereof except that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Law affecting BOO PROCESSOR's rights generally and except to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, the discretion of the court before which any proceeding thereof may be brought and the principles of equity in general.

iv) There are no attachments or warrants served on it, in respect of GST, income tax, Central Govt. revenues or any other State Government of India revenues, any other taxes and dues, that might materially adversely affect its ability to meet and carry out its obligations under the Agreement;



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- v) There are no actions, suits of proceeding pending or, to its knowledge threatened against or affecting the BOO PROCESSOR and the Sponsor, before any court or administrative body or arbitral tribunal that might materially adversely affect its ability to meet and carry out its obligations under the Agreement.
- vi) It is not in default under any Agreement to which it is a party or by which it or its property may be bound, nor in any material default of any obligation under the Agreement and all of the Agreements and documents referred to herein to which it is a Party.

ARTICLE- 34 BREACH OF TERMS

34.1 Should either OWNER or BOO PROCESSOR here-to commit breach of any of the terms of the Agreement and in any such case the other party, shall be entitled, without incurring any liability what-so-ever, to fore-bear from doing such acts or fulfilling such obligations as are to be done or fulfilled by it hereunder until the party committing breach of terms herein makes good the said breach.

ARTICLE-35 STATUTORY APPROVAL

35.1 The BOO PROCESSOR at its sole cost and expenses shall acquire and maintain all requisite approvals for the performance of its obligations under the Agreement.

- a) Pollution control and environmental clearance from CPCB, GOI and Government of West Bengal State as the case may be.
- b) Environmental clearances from Ministry of Environment & Forest (MOEF), GOI if required.
- c) Clearance for effluent discharge approval by concerned department, Government of West Bengal State (if applicable)
- d) Any other necessary approval other than mentioned above are to be obtained by the BOO PROCESSOR.

35.2 The BOO PROCESSOR shall obtain all necessary clearances(s), License(s) and will renew them, wherever applicable, from time to time as required by the statutory bodies of State Government & Government of India such as Factory Inspector, Boiler Inspector, Chief Controller of Explosives, Chief Electrical Inspector, Central Electricity Authority (CEA) etc.

35.3 The BOO PROCESSOR shall follow all statutory provisions including Labour Laws and Industrial Laws for installation of the Production Plant. Conformance to relevant industrial rules & regulations of Central & State Govt. shall be ensured by the BOO PROCESSOR during the entire period of Agreement.

35.4 The BOO PROCESSOR shall take all necessary steps for Registration, obtaining License / Permission from the appropriate authority for owning the Production Plant under its own management.

ARTICLE-36: CO-ORDINATION COMMITTEE

36.1 Authorised representative of OWNER shall have overview of all problems during erection of the Production Plant whereas during Commissioning, stabilization and operation of the project, BOO PROCESSOR shall nominate it's representative for sorting out day to day problems till



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completion of contractual time period. Frequency of such coordination meetings shall be mutually agreed.

ARTICLE- 37: JURISDICTION & GOVERNING LAW

- 37.1 Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any/all actions and proceeding arising out of or relative to the Contract or any award arising there from, shall lie only in the Court of competent civil jurisdiction in the behalf at Kolkata (where this Contract has been signed on behalf of OWNER) and only said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 37.2 The Contract shall be governed in all aspects by the law of the Republic of India, without application of the doctrine of Renvoi.

ARTICLE-38 : NOTICES

- 38.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the BOO PROCESSOR on OWNER with reference to the Contract shall be deemed to have been sufficiently served upon OWNER notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Registered post to OWNER as defined in the Conditions of the Agreement of Contract.
- 38.2 Without prejudice to any other mode of service provided for in the Contract documents or otherwise available to OWNER, any notice, order or other communication sought to be served by OWNER on the BOO PROCESSOR with reference to the Contract shall be deemed to have been sufficiently served if delivered by hand or by Registered Post to the principal office of the BOO PROCESSOR at -----, on other addresses for services subsequently notified by the BOO PROCESSOR to OWNER in this behalf in writing.
- 38.3 On award of the contract, both BOO PROCESSOR and OWNER will communicate in writing each other's first point of contact for both operational and legal notices.

ARTICLE-39 :NON-ASSIGNABILITY

- 39.1 The contract and benefits and obligations thereof shall be strictly personal to the BOO PROCESSOR and OWNER and shall not on any account be assignable or transferable to a third party by the BOO PROCESSOR or OWNER without having obtained in writing the prior approval of OWNER or BOO PROCESSOR

ARTICLE-40: PUBLICITY

- 40.1 OWNER and BOO PROCESSOR will mutually agree as to the timing, form and content, prior to issuing any press release, advertisement or announcement, or otherwise making any public statement with respect to the transactions contemplated hereby, and will not issue any press release, advertisement or announcement or otherwise make any published statement concerning the transactions contemplated hereby to any third party prior to receiving written Agreement with respect thereto from the other party, except as may be required by law.



ARTICLE-41: HEADINGS

- 41.1 Any headings contained in the Agreement are used only as a matter of convenience and reference and are in no way intended to define, limit, expand or describe the scope of the Agreement.
- 41.2 The singular includes the plural & vice versa.

ARTICLE-42: WAIVER

- 42.1 No waiver by either OWNER or BOO PROCESSOR of any default by the other in the performance of the Agreement (i) shall be effective unless recorded in a document duly executed by an authorised representative of such Party; (ii) shall operate or be construed as a waiver or any other or further default whether of a similar or different character.
- 42.2 No failure or delay by OWNER in enforcing any right or remedy of OWNER in terms of the contract or any obligation or liability of the BOO PROCESSOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation, or liability, as the case may be, by OWNER and notwithstanding such failure or delay, OWNER shall be, entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.
- 42.3 No failure or delay by the BOO PROCESSOR in enforcing any right or remedy of the BOO PROCESSOR in terms of the Agreement or any obligation or liability of OWNER in terms thereof shall be deemed to be a waiver of such right, remedy, obligation, or liability, as the case may be, by the BOO PROCESSOR and notwithstanding such failure or delay, the BOO PROCESSOR shall be entitled at anytime to enforce such right, remedy, obligation or liability, as the case may be.
- 42.4 The grant of additional time or order indulgence by one party to the other, or acceptance of any variation in performance, shall not constitute a waiver.

ARTICLE-43: CONTRACT DOCUMENTS

- 43.1 The following documents shall constitute the Contract documents, namely:
 - a) Contract Agreement & Land Lease Agreement
 - b) The Notification of Award/Letter of Award.
 - c) The Detailed Letter of Acceptance (DLOA) including Statement of Agreed Variations, if any, and accepted Price-Schedule.
 - d) Amendments, if any, issued to the Bidding Documents.
 - e) Original Bidding Documents issued with its enclosures.
 - f) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor

To the extent there is any conflict between the above-mentioned documents, the terms of the Conditions of Agreement shall govern.

ARTICLE-44: ENTIRE CONTRACT

- 44.1 The Contract documents mentioned in Article -43 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducements, understanding or Agreements of any kind not included within the Contract

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documents and all prior negotiations, representations, Contracts and / or Agreements and understandings are hereby cancelled.

ARTICLE-45: GENERAL PROVISIONS

- 45.1 The provisions made under the Agreement shall be applicable except where the context requires otherwise.
- 45.2 **Disclosure of Information and Right of Inspection:** OWNER & BOO PROCESSOR shall furnish to each other all information reasonably requested in regard to the performances of their respective duties and obligations under the Agreement in such manner and form as OWNER & BOO PROCESSOR may mutually determine from time to time. The BOO PROCESSOR shall permit representatives of OWNER to inspect the Project during construction period on prior reasonable notice thereof.
- 45.3 **Amendments and Supplements:** All additions, supplements, amendments or variations to the Agreement shall be in writing and shall be signed by the duly authorized representatives of OWNER & BOO PROCESSOR.
- 45.4 **Indemnity:** The BOO PROCESSOR shall wholly indemnify against all suits, claims, costs, damages, charges and expenses arising out of or in connection with carrying out of the work to which the Agreement relates where such cases / suits or claims are brought by the members of the public, neighbouring owners or workmen employed by the BOO PROCESSOR on the work by the workmen's representative(s). The BOO PROCESSOR shall be solely responsible for defending any claim raised by third party arising out of or in consequence of any action or omission on the part of the BOO PROCESSOR during Agreement period.
- 45.5 **No Third party Beneficiaries:** The Agreement is intended solely for the benefit of the Parties. Nothing in the Agreement shall be construed to create any duty to, standard of care with respect to, any liability to, or any right of suit or action in, any third party.
- 45.6 **Severability:** The declaration as void or unenforceable of any provisions of the Agreement by any judicial authority or arbitration panel will not ipso facto render the remaining provisions of the Agreement void or unenforceable.
- 45.7 **Relationship of the Parties:** The Agreement shall not constitute either Party as a Partner, agent or legal representative of the other Party. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind, expressed or implied, against, in the name of or on behalf of the other Party except in accordance with the Agreement or as may otherwise be agreed in writing by the Parties.
- 45.8 **Governing Language:** The language which governs the interpretation of the Agreement is the English language. All Notices required to be given by either Party to the other and all other communications and documentation which are in any way relevant to the Agreement or which are relevant to the execution and implementation of the Agreement, including any dispute resolution proceedings, shall be in English language.
- 45.9 **Counterparts:** The Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.
- 45.10 **General Liability Provision:** The rights and obligations of the parties are finally and conclusively defined in the Agreement. Claims for indirect, remote or consequential damages such as loss of production, loss of profit, loss of use are excluded.



ARTICLE-46: GOVERNMENT OF INDIA - EXCLUSION OF LIABILITY

46.1 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. BOO PROCESSOR expressly agrees and acknowledges that OWNER is not an agent, representative or delegate of the Government of India and 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 Agreement. BOO PROCESSOR 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 the Agreement and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under the Agreement.

47.0 FINAL COMPLETION CERTIFICATE

47.1. On completion of 25 (Twenty five) years from the First Delivery Date, OWNER has the following options and the BOO Processor agrees to the same:

a. Terminate the Agreement due to efflux of time.

OR

b. Take over the Plant

OR

c. Extend the Agreement on mutually agreed terms and conditions in writing between OWNER and BOO Processor for further operation of the plant beyond 25 (twenty-five) Years for such time period as set out in Article 5.1 of this Agreement.

47.2. For (b) above, OWNER shall take over the Production Plant after its valuation through a OWNER appointed valuer, after condition survey.

47.3. Upon the completion of the Operations Period, the BOO Processor shall submit to OWNER all documentation and information relating to Operation and Maintenance of Plant (such as manuals, systems descriptions, computer programs, access codes etc.) that are necessary for OWNER to properly test and use any part of the Plant in accordance with Good Industry Practice and in compliance with the Applicable Laws, Applicable Permits and in order to ensure achievement of the desired performance.

47.4. Post transfer of ownership of the Project to OWNER, if so decided by OWNER, but subject to there being no outstanding obligation of the BOO Processor, OWNER shall issue a final completion certificate to the BOO Processor ("Final Completion Certificate").

48.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State / UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.



This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max, surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.

49.0 RENT & ROYALTIES

Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting Stone, sand gravel, clay, bricks and other materials required for the works or any temporary works and it shall be deemed to have been included in the quoted price.