



TENDER NO.: **BCGCL/Projects/PMS/26/001**

WORK DESCRIPTION:

Engagement of a consulting firm for Project Management Services (PMS) for Coal to 2000 TPD Ammonium Nitrate Project of BCGCL

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VOLUME-I

NOTICE INVITING TENDER

TENDER NO.: **BCGCL/Projects/ PMS/26/001**

WORK DESCRIPTION:

Engagement of a consulting firm for Project Management Services (PMS) for Coal to 2000 TPD Ammonium Nitrate Project of BCGCL



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NOTICE INVITING E-TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two-part bid system are invited from reputed & experienced bidders for the subject job by the undersigned on the behalf of BHARAT COAL GASIFICATION & CHEMICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 SALIENT FEATURES OF NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BCGCL/ Projects/PMS /26/001 Date:
ii	BROAD SCOPE OF JOB	“Engagement of a consulting firm for Project Management Services (PMS) for 2000 TPD Coal to Ammonium Nitrate Project of BCGCL
	Tender Type	OpenTender
	Nature of Tender	Non-Divisible
iii	DETAILS OF TENDER DOCUMENT	
a	VOLUME - I: NIT	Applicable
b	VOLUME - I: GCC	Applicable
c	VOLUME - III: SCC	Applicable
d	VOLUME– IV: INTRODUCTION	Applicable
e	VOLUME– V : FORMATS AGAINST QUALIFICATION CRITERIA	Applicable
f	VOLUME – VI: PROJECT DETAILS	Applicable
g	VOLUME – VII: SCOPE OF WORK	Applicable
h	VOLUME-VIII: FORMS & PROCEDURES	Applicable
i	VOLUME – IX: SCHEDULE OF RATE	Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BCGCL eProcurement portal (https://eprocareBHEL.co.in) till due date of submission: Start: 31/03/2026, Time: 10:00 Hrs. Closes: 15/04/2026, Time: 10:00 Hrs. Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 15/04/2026 , Time: 10:00 hrs Place : on https://eprocareBHEL.co.in Applicable



vi	OPENING OF TENDER	Date: 15/04/2026, Time: 16:30 hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	Rs. 20,00,000/- (Rupees Twenty Lakhs Only)	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Date:08/04/2026 Along with soft version also, addressing to undersigned & to others as per contact address given below: 1. Mr. Rahul Pratap Singh M/s Bharat Heavy Electricals Ltd., BHEL Sadan, Sector-16A India, E-MAIL: rahulpsingh@bhel.in Ph. No. :+91 9868057885 2. Mr. Varun Kumar Panghal M/s Coal India Ltd., Coal to Chemicals Division, BD Coal Bhawan, Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156 E-MAIL: vk.panghal@coalindia.com Ph. No. :+91 7782926495	Applicable
xi	Pre signed INTEGRITY PACT	Please refer GCC and Annexure 6(NIT)	Applicable
xii	TYPES OF CONTRACT	SERVICES	
xiii	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on https://eprocureBHEL.co.in Bidders to keep themselves updated with all such information.	
xiv	HSE Guidelines	Applicable. Please refer the below link to download https://tenders.bhel.com/sites/default/files/HSEP_14_Rev02-2025-09-18-04%3A16%3A03.pdf	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC &



uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- 3.0 Notwithstanding any other condition/provision in the tender document, in case of ambiguity or incomplete documents pertaining to techno-commercial evaluation, BCGCL may give the bidders opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents/ withdrawal of deviations in support of meeting the technical criteria. In case, the bidder fails to submit any document or submits incomplete documents within the given time, the bid will be rejected.
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract. Proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

For Electronic Fund Transfer the details are as below:-

a) Name of the Beneficiary -: Bharat Coal Gasification & Chemicals Limited

b) Bank Particulars (For EMD Collection) :

Name of account: Bharat Coal Gasification & Chemicals Limited

Account No : 43047298479

Branch: Bandhabahal, BIT Colony, MCL Lakhanpur, Jharsuguda, Odisha PIN- 768211

IFSC code: SBIN0008704

- c) In case, any consultant shows their inability for issuance of Bank Guarantee from SFMS compliant bank,
- Paper Bank Guarantee shall be sent to BCGCL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter and
 - A declaration by consultant with list of their banks along with a confirmation that none of their banks are SFMS compliant.

- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site (<https://eprocareBHEL.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocareBHEL.co.in>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Techno-commercial Bid (Unpriced Tender)

All Techno-commercial details (e.g. EMD, Documents, applicable forms, etc. should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED.

b. Price Bid:

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BCGCL.
- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without



prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

The contact details of the service provider are given below:

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005 & 0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support - Technical - support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The consultant DSC Address List link as given below:

https://eprocureBHEL.co.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf

consultants are also requested to go through seller manual available on <https://eprocureBHEL.co.in>.

- 6.0** Instructions regarding Hard/Paper Bid - Not Applicable.
- 7.0** Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BCGCL. Bidders are requested to positively comply with the same.
- 8.0** BCGCL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BCGCL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BCGCL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0** Void

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BCGCL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BCGCL and no time extension will be given.
- 12.0 BCGCL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BCGCL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BCGCL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BCGCL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BCGCL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to follow tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.

“Integrity Pact (IP)”

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

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

- (c) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BCGCL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (d) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials.

- 16.0 The Price Bids of only those bidders who are found technically qualified for the subject job shall be opened. The date of opening of the Price Bids will be communicated only to such technically qualified bidders. BCGCL reserves the right to reject the offers of parties that are under debarment.”.
- 17.0 Instructions regarding Hard Bid/Paper Bid – Not Applicable
- 18.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 REVERSE AUCTION – NOT APPLICABLE
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an “Indian Agent of Foreign Principals”, ‘Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding/JV– NOT APPLICABLE
- 24.0 The bidder shall submit documents in support of possession of ‘Qualifying Requirements’ duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BCGCL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BCGCL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. of BCGCL's promoter companies, in this case BHEL, may undergo change from time to time and the latest one shall be followed.
- 28.0 The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of debarred firms is available on BCGCLs' promoter companies web site.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BCGCL:**
BCGCL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BCGCL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- i. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BCGCL.
- iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BCGCL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE):

For this procurement, purchase preference to MSE-MII shall be in line with Office Order No. F. No. DPE/3(3)/10-Fin dated 29.05.2023 forwarded by Department of Public Enterprises against Department of Expenditure O M No. F.1/4/2021-PPD dated 18.05.2023. In case of subsequent orders issued by the nodal ministry, changing the definition of MSE, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

- 30.0** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BCGCL Promoter Company i.e. BHEL Fraud Prevention Policy displayed on BHEL website < <https://www.BHEL.com/BHEL-fraud-prevention-policy-0> > and shall immediately bring to the notice of BCGCL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from only Class-1 Local Suppliers (meeting minimum 60% local content requirement) shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- i. Provide a certificate (in line with attached draft) from 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.
- ii. Provide the details of the location(s) at which the local value addition shall be made.
Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India.
- II. Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.
- III. 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- IV. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- V. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- VI. The *beneficial owner* for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen 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.
- VII. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VIII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

31.2 Global Resource Sharing

All the global resources including domain area experts of the bidder should be available to BCGCL for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-4), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

- 32.0** Bid should be free from correction, overwriting, use of corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.
- 33.0** **Tie Breaker:** In case, combined Technical & Price bid score of two (2) or more bidders are same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in Experience of Bidder (B.2.b.i of Annexure 1 (PQR)) of Technical evaluation criteria would be considered as the successful bidder.

In case more than one bidder happens to occupy same score of in Experience of Bidder, effective H-1 will be decided by soliciting discounts in Price Bid.

In case more than one bidder happens to occupy the H-1 status even after soliciting discounts, the H-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective H-1 bidder(s) or their representative(s). Ranking will be done accordingly. BCGCL's decision in such situations shall be final and binding.

- 34.0** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BCGCL as per extant policies/ guidelines.

35.0 CONFLICT OF INTEREST:

- a. In case the Proprietor, Partner or Director of the bidder, or any of the team members proposed to be deployed have any relative or relation employed in BCGCL, the authority inviting the bid shall be informed of the fact as and when the bidder/ consultant become aware of them. Failing to do so, BCGCL may, at its sole discretion, reject the bid or cancel the contract and forfeit any money due.

- b. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- c. The consulting firm shall not engage, either directly or indirectly, during the term of this contract, in any business or professional activities that would conflict with the activities assigned to them under this contract.
- d. The remuneration of the consulting firm pursuant to this contract shall constitute the consulting firm's sole remuneration in connection with this contract or the services and the consulting firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement.
- e. The Consulting firm agrees that during the term of this Agreement and after its termination, the Consulting firm, or any of its affiliates, shall be disqualified from providing goods, works or services related to the initial assignment (other than the services specifically mentioned in this RFP).

A bidder shall not have conflict of interest with other bidders, LSTK contractor, Offsite & utilities contractor and EPSS consultant engaged or will engage in the project. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common;
or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
or
- c) they have the same legal representative/agent for purposes of this bid;
or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
or
- e) Bidder participates in more than one bid in this 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;
or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - (i). The principal manufacturer directly or through one Indian agent on his behalf, and
 - (ii). Indian/foreign agent on behalf of only one principal;or
- g) 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;
or
- h) 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."

**36.0 Bid evaluation criteria:**

Evaluation will be done on overall L1 basis as per the total value in SOR quoted by bidder. The evaluation currency for this tender shall be INR.

The BCGCL reserves the right to accept any tender in whole or in part or reserves the right of cancellation of the tender without assigning any reasons whatsoever. BCGCL reserves the right to revise/extend any Date/time from schedule timelines of published tender. Decision of BCGCL, in this connection shall be final & binding on all bidders.

37.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Contract agreement with its Amendments
- b. Letter of Award with its Amendments
- c. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BCGCL
- d. Notice Inviting Tender (NIT)
- e. Price Bid
- f. Special Conditions of Contract (SCC)
- g. General Conditions of Contract (GCC)
- h. Forms and Procedures

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for Bharat Coal Gasification and Chemicals Limited
General Manager/BCGCL



Enclosure:

- i). Annexure-1: Pre-Qualifying Requirements
- ii). Annexure-2 : Formats Against Qualification Criteria
- iii). Annexure-3: Check List.
- iv). Annexure-4: Non-Disclosure Agreement
- v). Annexure-5: Letter of Comfort
- vi). Annexure-6: Integrity Pact
- vii). Annexure-7: Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- viii). Annexure-8: Declaration reg. Related Firms & their areas of Activities
- ix). Annexure- 9: Declaration reg. minimum local content in line with revised public procurement
- x). Annexure-10 Declaration by the Contractor
- xi). Other Tender documents as per this NIT.

ANNEXURE-1

Pre-Qualifying Requirements

The Bidders must carefully examine the below mentioned **Pre-Qualifying Requirements**. The Bidder has to meet all the Pre-Qualifying Requirements set out in these Clauses to be eligible for evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

Sn.	Pre-Qualifying Requirement
A	Eligibility Conditions:
A.1	The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.
B	Technical Capacity:
B.1	<p>The Applicant should have executed and successfully completed consultancy engagements for providing independent Project Management and Monitoring services, including the implementation of a Digital Dashboard, in industries classified under the Energy, Materials, or Utilities sectors. Such engagements shall be strictly limited to consultancy roles, explicitly excluding Detailed Engineering, EPCM, and Project Execution assignments, and must pertain to the construction and/or establishment of a industrial plant with a minimum capital expenditure (CAPEX) of INR 5,000 Crores per plant. The above work should have been completed within the last SEVEN (7) years from the latest due date of bid submission as per the criteria mentioned below:</p> <ul style="list-style-type: none"> • Executed and successfully Completed One Work of value not less than INR 950 Lakhs excluding GST. <p style="text-align: center;">‘OR’</p> <ul style="list-style-type: none"> • Executed and successfully Completed Two Work of value not less than INR 600 Lakhs excluding GST. <p style="text-align: center;">‘OR’</p> <ul style="list-style-type: none"> • Executed and successfully Completed Three Work of value not less than INR 500 Lakhs excluding GST. <p style="text-align: center;">‘AND’</p> <p>Note:</p> <p>1. The Bidder shall submit the following documentary evidence in support of meeting the Technical Pre-Qualification (PQ) requirements:</p> <p>a) Copy of Work Order / Contract Agreement issued by the Client evidencing award of Independent Project Management & Monitoring Consultancy Services.</p> <p>i) The Work Order / Agreement shall clearly indicate:</p>

	<ul style="list-style-type: none"> • Scope of project management services, including implementation of Digital Dashboard; • Nature of engagement as Independent Project Management / Monitoring Consultant (and not EPCM / detailed engineering / execution agency); <p style="text-align: center;">OR</p> <p>ii) For Work Orders covering multiple scopes, only those shall be considered where the activities specified under Clause B.1 are explicitly delineated along -with value as separate line items.</p> <p>b) Project name and client details.</p> <p>c) Certificate issued by the Client confirming successful completion of the consultancy services, which shall clearly specify:</p> <ul style="list-style-type: none"> • Project name; • Scope of services rendered, including implementation of Digital Dashboard; • Total sanctioned project cost (CAPEX) of the project; • Period of engagement and date of completion; • Confirmation of satisfactory performance. <p>Mere submission of Work Order without a Client Completion Certificate indicating the total project cost shall not be considered sufficient for evaluation.</p> <p>The Employer reserves the right to independently verify the submitted credentials from the respective client organizations.</p> <p>1. Implementation of “Digital Dashboard” means design, development, deployment, hosting, and maintenance of a web-based, role-based digital system for end-to-end project monitoring and control, covering Engineering, Procurement, Construction, Commissioning, Quality, Safety, Risk, and Management reporting, with lifecycle support during the contract period.</p>
C	Financial Capacity:
C.1	<p>TURNOVER: The Applicant must have a minimum average annual turnover of INR 360 Lakh during FY 2022-23, 2023-24, 2024-25 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years and certificate from Statutory Auditor/Chartered Accountant.</p>
C.2	<p>NETWORTH (only in case of companies): Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C.1’ above should be positive.</p>

C.3	<p>PROFIT: Bidder must have earned profit in any one of the five Financial Years as applicable in the last Five Financial Years. Bidder to submit audited balance sheet and Profit & Loss Statement for the year as supporting documents.</p>
C.4	<p>Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-7) to this effect.</p>
D	<p>The Applicant should not stand blacklisted / debarred from contract except for reasons of convenience of client by any Government / Government Board /Corporation / Company/ Statutory Body /PSU company/ Government of India/ Private Agencies and Funding Agencies in India as on the date of submission of the proposal. Bidder to provide self- undertaking for not being blacklisted and debarred.</p>

Explanatory Notes:

- (i) Bidder fulfilling all the eligibility criteria on their own shall be eligible for technical evaluation, and hereinafter referred to as Eligible Bidders
- (ii) The experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP.
- (iii) Industry classification for clause 2.1 & 2.2 is as per Global Industry Classification Standard (GICS) and as follows:

S N	Sector	GICS Code	Sub-Industry
1	Energy	10102010	Integrated oil and gas
		10102020	Oil & Gas Exploration & Production
		10102030	Oil & Gas Refining & Marketing
		10102050	Coal & Consumable Fuels
		15101010	Commodity Chemicals
2	Materials	15101050	Specialty chemicals
		15102010	Construction Materials
		15104010	Aluminum
		15104025	Copper
		15104050	Steel
3	Utilities	55101010	Electric Utilities
		55102010	Gas Utilities
		55105010	Independent Power Producers & Energy Traders

- (iv) The completion date of the work for meeting the technical criteria shall fall within the **last seven (07) years**, counted backward from the **latest date of bid submission**, irrespective of the date of commencement of the work



- (v) For evaluation if one or more consultants have worked on the same project, these will be considered as separate for the individual consultants.
- (vi) Bidder shall submit pre-qualification criteria format, duly filled-in, specifying respective annexure number against each criteria and furnish relevant document inclusive of work order and work completion certificate etc in the respective annexures in their offer.
- (vii) Credentials submitted by the bidder against "pre-qualifying criteria" shall be verified for its authenticity. in case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. bhel reserves the right to initiate any further action as per extant guidelines for suspension of business dealings.

Explanatory Notes for PQR 'C' (Financial)

C-1

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against 'C.1' above along with all annexures.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY). iii. In case audited Financial statements have not been submitted for all the three years as indicated against 'C.1' above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

C-2

NETWORTH: (Only in case of companies) of the bidder should be positive.

Note: Net Worth shall be calculated based on the latest Audited Accounts as furnished for 'C.1' above. Net worth = Paid up share capital + Reserves.

C-3

Bidder must have earned profit in any one of the five financial years as applicable in the last five financial years as furnished for 'C.1' above.

Note: PROFIT shall be PBT earned during any one year of last five financial years. for evaluation of PQR,

C-4 Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.



Tender No.: BCGCL/Projects/PMS/26/001

Annexure 2

FORMAT FOR CREDENTIAL SUBMISSION

Tender No.:	
Name of Bidder:	

A.1 Eligibility Condition: The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.

Company Registration No.	Company Type	Date of Incorporation/Registration	Remarks (ref page no. etc.)



B	Technical Capacity	Brief details of credentials (incl. Name of project, work order ref and date)	Details of Bidder's Customer (Incl Customer contact details)	Sector (Utility / Energy / Material / Industrial sector)	Sub Industry	Work order value (in INR) Excl. GST	Work Completion Date	Capex of Plant (in Crs)	Value of work pertaining to 'project management & monitoring services including implementation of Digital Dashboard' (in INR) Excl. GST	Value of work not pertaining to 'project management & monitoring services including implementation of Digital Dashboard' (in INR) Excl. GST	Remarks (ref page no. etc.)
B.1	The Applicant should have Executed and successfully Completed consultancy engagements for providing independent project management & monitoring services including implementation of Digital Dashboard in industries classified under the Energy, Materials, Industrial or Utilities sectors, excluding detailed engineering, EPCM and project execution roles, pertaining to construction and/or setting up of Manufacturing Plant, for any of the following in the last seven years from the latest due date of bid submission:										
B.1.1	One Work of value not less than INR 950 Lakhs excluding GST. 'OR'										
B.1.2	Two Work of value not less than INR 600 Lakhs excluding GST 'OR'										
B.1.3	Three Work of value not less than INR 500 Lakhs excluding GST										



C	Financial Capacity	Yr. 2022-23 (in Rs. Cr.)			Yr. 2023-24 (in Rs. Cr.)	Yr. 2024-25 (in Rs. Cr.)	Average (in Rs. Cr.)	Remarks (ref page no. etc.)
		2020-21 (in Rs Cr.)	2021-22 (in Rs Cr.)	2022-23 (in Rs Cr.)	2023-24 (in Rs Cr.)	2024-25 (in Rs Cr.)		
C.1.	Average annual turnover (T.O.) of the bidder as per clause C.1 of Annexure-1 (Pre Qualifying Criteria)							
C.2	Networth as per clause C.2 of Annexure-1 (Pre Qualifying Criteria)							
C.3	Profit as per clause C.3 of Annexure-1 (Pre Qualifying Criteria)							
C.4.	Undertaking in format as per Annexure-7 to meet the requirement of clause C.4 of Annexure-1 (Pre Qualifying Criteria)	-	-	-	-	-	-	



D. Enclose an undertaking from Authorized Signatory with Company seal for meet the requirement of clause D of Annexure-1 (Pre Qualifying Criteria). Bidder to provide the undertaking in it's own format.

The Applicant should not stand blacklisted / debarred from contract except for reasons of convenience of client by any Government / Government Board /Corporation / Company/ Statutory Body /PSU company/ Government of India/ Private Agencies and Funding Agencies in India as on the date of submission of the proposal.	Undertaking Enclosed or Not	Date of Undertaking	Remarks (ref page no. etc.)
	Yes/No		

ANNEXURE - 3

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Type of the Firm/ Company	
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be furnished along with the offer.
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
4.a	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:
5	Validity of Offer	To be valid for Six Months from due date
6	EMD Details (Remittance of EMD should be in line with Mode of Deposit as detailed in clause 1.9.1 of General Conditions of Contract (Volume IC Book-II))	
	A) Cash portion of EMD (Minimum Rs 2 Lakhs	Mode of Remittance: Ref No: Date: Amount:
	Balance portion of EMD	Mode of Remittance: Ref No: Date: Amount:



	DESCRIPTION	Applicability (BY BCGCL)	Enclosed By Bidder
7	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
	DESCRIPTION	Applicability (BY BCGCL)	Enclosed By Bidder
8	In case Balance portion of EMD is submitted in the form of Bank Guarantee (BG), a) Copy of SFMS (Structured Financial Message System) to be attached along with the bank guarantee towards verification of authenticity of BG. b) Declaration by consultant with list of their banks along with a confirmation that none of their banks are SFMS compliant and Paper Bank Guarantee sent to BCGCL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter.	Applicable	YES / NO YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable	YES / NO
10	Audited Balance Sheet and profit & Loss Account for the last Three/Five years as mentioned at Annexure 1-PQR	Applicable	YES / NO
11	Copy of PAN Card	Applicable	YES / NO
12.	Copy of GST registration	Applicable	YES / NO
13	Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	YES / NO
14	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
15	Integrity Pact (Annexure – 6 of NIT)	Applicable	YES / NO
16	Annexure-2 : FORMAT AGAINST PRE-QUALIFYING CRITERIA	Applicable	YES / NO
17	Annexure – 04 – Non Disclosure Agreement	Applicable	YES / NO
18	Annexure – 05 – Letter of Comfort	Applicable	YES / NO
19	Annexures – 7, 8, 9 & 10 of NIT	Applicable	YES / NO
20	Offer forwarding letter / tender submission letter [Form No. F-01 (Rev 00)]	Applicable	YES / NO
21	Declaration by Authorized Signatory [Form No: F-02 (Rev 00)]	Applicable	YES / NO
22	Power of Attorney for Submission of Tender/Signing Contract Agreement [Form No: F-03 (Rev 00)]	Applicable	YES / NO
23	Declaration by Authorized Signatory regarding Authenticity of submitted documents [Form No: F-04 (Rev 00)]	Applicable	YES / NO
24	No Deviation Certificate [Form No: F-05 (Rev 00)]	Applicable	YES / NO
25	Declaration confirming knowledge about Site Conditions [Form No: F-06 (Rev 00)]	Applicable	YES / NO
26	Declaration for relation in BCGCL [Form No: F-07 (Rev 00)]	Applicable	YES / NO
27	Non-Disclosure Certificate [Form No: F-08 (Rev 00)]	Applicable	YES / NO
28	Bank Account Details for E-Payment [Form No: F-09 (Rev 00)]	Applicable	YES / NO
29	Format for seeking clarification [Form No: F-10 (Rev 00)]	Applicable	YES / NO
30	Analysis of Unit rates Quoted [Form No: F-11 (Rev 00)]	Not Applicable	YES / NO



31	Capacity Evaluation of Bidder for current Tender [Form No: F-12 (Rev 00)]	Not Applicable	YES / NO
32	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

ANNEXURE-4

NON-DISCLOSURE AGREEMENT
(To be signed with the selected bidder)

M/s...

(Name and details of the consulting firm)

Non-Disclosure Agreement

BCGCL has appointed M/s [•] (hereinafter referred to as 'Consulting Firm') for providing services with regard to "*Engagement of a Consulting Firm for Project Management Services*"

For purpose of this Agreement, "confidential information" means all information whether oral, hard copy or electronic which may be disclosed or to which the recipient may be provided access in accordance with this Agreement or which is generated as a result of or in connection with the business purposes which is generally not made available to the public.

As a condition of the consulting firm's involvement in this work with BCGCL, the consulting firm will be bound by the following terms and conditions (hereinafter also the "Agreement"):

- In performing the duties for which the consulting firm has been associated with BCGCL, the consulting firm may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"), disclosed to him/her or known by him/her as a consequence of his/her association with BCGCL and not generally known outside BCGCL, consulting firm will not disclose such confidential information.
- During the consulting firm's involvement in this work & association with BCGCL and after his association is completed/terminated, the consulting firm will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of BCGCL, any confidential information, in any form, except to the extent such disclosure, discussion or sharing is authorized by BCGCL.
- The consulting firm will not use confidential information for his/her own personal purposes.
- The consulting firm will not copy or remove any information from BCGCL materials containing confidential information, except to the extent that the consulting firm is given permission to do so by BCGCL.
- The consulting firm will not look at, examine, or retrieve any document, file, or database, except those to which the consulting firm is authorized to access and which are necessary for him/her to access in order to perform his/her assigned duties.
- The consulting firm will not discuss or share with any unauthorized person, group or department, inside or outside BCGCL, any conclusions that the consulting firm or others draw from confidential information if discussing or sharing those conclusions would reveal any confidential information.
- If the consulting firm is ever uncertain whether any information is confidential or not, the consulting firm will resolve all uncertainties in favor of preserving the confidentiality of that information, and the consulting firm will seek clarification from BCGCL before engaging in any conduct that could jeopardize the confidentiality of the information.
- If the consulting firm has to disclose the confidential information to a person inside BCGCL, it is his/her responsibility to inform that person about the confidentiality code laid here and to make him/her accept this code before giving the confidential information to him/her.
- If the consulting firm becomes aware that a breach of confidentiality has occurred due to his/her own or others' acts or omissions, the consulting firm will immediately notify BCGCL.



- Upon termination of his/her assignment or as requested by BCGCL, the consulting firm will return all material containing confidential information to BCGCL.
- The consulting firm has to take prior permission from BCGCL w.r.t. sharing the outcome and tailored made recommendations of this study with any outside agency.

Exceptions

The confidentiality obligations shall not apply to:

- information which is, or later becomes obtainable from other non-confidential sources,
- information that was known to the recipient prior to the disclosure thereof; as evidenced by written records,
- information that the BCGCL waives the recipient's duty as to the confidentiality in writing.
- disclosure of information required by law, any decree or order of Government authority, by court or statutory law, by judicial/quasi-judicial bodies, statutory bodies.

The consulting firm agrees to abide by the clauses of the Confidentiality Agreement that BCGCL has executed with the consulting firm.

The obligations contained in this Agreement shall subsist for a period of five (5) years from the date of signing this Agreement and shall not terminate upon completion or termination of the Exercise or Discussions.

The provisions of this Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts located at New Delhi.

Please indicate your acceptance of the terms hereof by returning the enclosed copy of the present letter countersigned by your company's legal representatives, whereupon it shall become a binding agreement.

BCGCL

Agreed and accepted by:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



LETTER OF COMFORT

(On the letterhead of parent company of the bidder)

To,
BCGCL
MD- Office, 4th Floor
BHEL Sadan
Film City Sector 16A,
Noida

Dear Sir/ Madam,

Sub: Comfort Letter

We hereby confirm that, for the work under RFP no. [•] for Engagement of a Consulting Firm for Project Management Services , [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BCGCL, as and when required by BCGCL for this assignment, without any additional costs.

On behalf of [name of the parent company]

[Signature & seal]

Place & date

Signature & seal of CEO/Country Head/ Partner

Place & date

INTEGRITY PACT

Between

Bharat Coal Gasification and Chemicals Limited. (BCGCL), a company registered under the Companies Act 1956 and having its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Orissa (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender No.: BCGCL/ Projects/EPSS/25/001** for **Engagement of a consulting firm for Project Management Services for 2000 TPD Coal to 2000 TPD Ammonium Nitrate Project of BCGCL.** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), 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

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- 1.1.1 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 third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. 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.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a

substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or 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, immaterial or any 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.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or 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 actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(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.
 - 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 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 liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 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 Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. 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.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, BCGCL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.



- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to MD, BCGCL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The MD, BCGCL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the MD, BCGCL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the MD, BCGCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the MD, BCGCL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 MD, BCGCL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor



(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

**ANNEXURE – 7****UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____ (Name and Designation of Officer of BCGCL inviting the Tender);
Bharat Coal Gasification & Chemicals Limited,
MD-Office, 4th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir/Madam,

Sub: Declaration Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings

Ref: NIT/Tender Specification No: BCGCL/ Projects/PMS/26/001

I/We, _____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

**ANNEXURE-8****DECLARATION**

Date: _____

To:

_____ (Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD-Office, 4th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BCGCL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BCGCL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____
 Supplier Code: _____
 Address: _____

Annexure-9**DECLARATION REGARDING MINIMUM LOCAL CONTENT AS PER MII ORDER IN CASE OF SELF CERTIFICATION**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

_____ (Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD-Office, 4th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : NIT/Tender Specification No: BCGCL/ Projects/PMS /26/001,

We hereby certify that items of(Package name)

for.....(Project Name) offered by M/s(bidder's name)

having its works/office at has local content of%. Further,

it is also certified that the local content percentage (%) certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

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

1. _____
2. _____
3. _____
4. _____

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.



DECLARATION REGARDING MINIMUM LOCAL CONTENT AS PER MII ORDER IN OTHER CASE
(To be given on statutory auditor / cost auditor of the company (in the case of companies) / from a practicing cost accountant / practicing chartered accountant Letter head)

To,

.....
(Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD-Office, 4th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : NIT/Tender Specification No: BCGCL/ Projects/PMS/26/001,

We hereby certify that items of(Package name)

for.....(Project Name) offered by M/s(bidder's name)

having its works/office at has local content of%. Further,

it is also certified that the local content percentage (%) certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an M/s..... qualifies as Class-I/Class-II (strike out whichever is not applicable) local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India is Rs.....

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

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**ANNEXURE-10****DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

_____ *(Name and Designation of Officer of BCGCL inviting the Tender);*

Bharat Coal Gasification & Chemicals Limited,
MD-Office, 4th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) NIT/Tender Specification No: BCGCL/ Projects/PMS/26/001
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ **(SPECIFY THE NAME OF THE ORGANIZATION HERE)**, is not from such a country/ has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BCGCL guidelines.



Tender No.: BCGCL/ Projects/PMS/26/001

VOLUME-II
**General
Conditions
of
Contract
(GCC)**

**BHARAT COAL GASIFICATION & CHEMICALS
LIMITED**

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CHAPTER -1**1. GENERAL INSTRUCTION TO TENDERERS****1.1. DSPATCH INSTRUCTION**

- i) The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BCGCL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BCGCL at the time and date as specified in the NIT. For this tender, bidders may mark their presence online through

provisions available in e-procurement portal.

1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BCGCL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

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

i. Bidders should quote total price in "figures" with corresponding words in price bid formats.

ii. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly., unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

iii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

iv. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (ii) and (iii) above.

v. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.

vi. During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list of BCGCL & its promoter companies and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
 - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BCGCL reserves the right to ask for any other proof for the said job.
- iii) In case the qualifying experience is claimed by private organizations (sub-agency) based on 'Work Order' and 'Experience Certificates' from a non-BCGCL organization (main agency), then it shall be the responsibility of sub-agency to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BCGCL reserves the right to ask for any other proof for the said job.
- iv) Price Bids of shortlisted bidders shall only be opened through the electronic price

bid opening, at the discretion of BCGCL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BCGCL reserves the right to award the tender at its sole discretion.

- v) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder either through system generated e-mail or through letter/e-mail.

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- iv) **IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address, PAN and place & nature of business.
- v) **IN CASE OF PARTNERSHIP FIRM:**
The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- vi) **IN CASE OF COMPANIES:**
 - a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
 - b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.

1.9 EARNEST MONEY DEPOSIT

- 1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BCGCL account (before tender opening).
 - c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Coal Gasification & Chemicals Limited' and payable at Regional HQ issuing the tender (along with offer).
 - d) Tenderer has the option to submit the amount in the forms described above in clause no. 1.9.1. i) (a) to (c) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
 - ii) No other form of EMD remittance shall be acceptable to BCGCL.
 - iii) Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.
- 1.9.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:
- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BCGCL.
 - ii) The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.
- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged-
- 1.9.3 EMD shall not carry any interest.
- 1.9.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work or receipt of refund application whichever is later.
- 1.9.5 EMD of successful tenderer may be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/~~FDR~~ shall be retained by BCGCL until the receipt of the Security Deposit.

1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value (excluding GST) as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

1.10.2 The security Deposit shall be furnished before start of the work by the contractor.

1.10.3 The required Security Deposit may be accepted in the following forms (wholly or in combination of).

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BCGCL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BCGCL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BCGCL). Specific lien in favour of BCGCL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- vi) Insurance Surety Bonds.

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

Note:

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

1.10.4 The Security Deposit shall not carry any interest.

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

- i) The enhanced part of the Security Deposit shall be immediately deposited by the

Contractor or adjusted against payments due to the Contractor.

- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
 - iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form with the approval of competent authority of BCGCL.
- 1.10.6 The validity of Bank Guarantees towards Security Deposit shall be till actual completion work + 3 months.
- 1.10.7 BCGCL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BCGCL reserves the right to set off the Security Deposit against any claims of other contracts with BCGCL by giving prior notice to the contractor.

1.11 RETURN OF SECURITY DEPOSIT

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

1.12 BANK GUARANTEES

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

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

paper.

- vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of BCGCL unless specified otherwise in SCC.

1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BCGCL (Bharat Coal Gasification and Chemicals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by BCGCL.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BCGCL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BCGCL.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BCGCL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT.
- c. To award the work in part if specified in NIT.
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

- 1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BCGCL or its Promoter Companies (BHEL & CIL) or tenderer under suspension (debarred) by BCGCL/BHEL/CIL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BCGCL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the 'NIT'. The

decision of BCGCL will be final in this regard.

- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BCGCL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BCGCL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.15.5 BCGCL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BCGCL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BCGCL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BCGCL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BCGCL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer (Contractor) should not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BCGCL's Construction Manager/Site in charge. BCGCL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BCGCL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BCGCL who shall be under no obligation to return the same to the bidder.
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.15.12 BCGCL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.16 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BCGCL. Upon such changes coming into effect, the same is to be intimated to

BCGCL immediately with supporting documents as applicable.

Further, the new entity has to intimate BCGCL in writing that they will honor all the earlier commitments in respect of the subject contract.

CHAPTER-2

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- | | |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i) | BCGCL shall mean Bharat Coal Gasification & chemicals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BCGCL Bandhabahal Old PO Belpah, BIT Colony, MCL (In front, Bandhbahal Colony, Lakhanpur, Jharsuguda-768211, Orissa, its Authorized Officers or its Site Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf. |
| ii) | “ENGINEER” or “ENGINEER IN CHARGE” or PACKAGE MANAGER or PACKAGE ENGINEER or PACKAGE IN CHARGE shall mean an Officer of BCGCL as may be duly appointed and authorized by BCGCL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this Contract documents. |
| iii) | “SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender. |
| iv) | “VOID |
| v) | “CONSULTANT” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Consultant’s successors, heirs, executors, administrators and permitted assigns. |
| vi) | “CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by Consultant including acceptance to Conditions of Contract, the Tender documents, subsequent amendments /corrigendum to Tender and the Letter of Intent/Award issued by BCGCL. Any conditions or terms stipulated by the Consultant in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BCGCL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof. |
| vii) | “LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the Consultant commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date. |
| viii) | “SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not. |
| ix) | ‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained. |
| x) | “SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the Consultant and mutually agreed between BCGCL and the Consultant. |

xi)	“TERMINATION” of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
xii)	“DE MOBILIZATION” shall mean the temporary winding up of Site establishment by Consultant leading to suspension of works temporarily for reasons not attributable to the Consultant.
xiii)	“RE MOBILIZATION” shall mean the resumption of work with all resources required for the work after demobilization.
xiv)	“ENGINEER” or “ENGINEER IN CHARGE” or PACKAGE MANAGER or PACKAGE ENGINEER or PACKAGE IN CHARGE shall mean an Officer of BCGCL as may be duly appointed and authorized by BCGCL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this Contract documents.
xv)	“SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
xvi)	“CLIENT OF BCGCL” or “CUSTOMER” shall mean the project authorities with whom BCGCL has entered into a contract for supply of equipments or provision of services.
xvii)	“CONSULTANT” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Consultant’s successors, heirs, executors, administrators and permitted assigns.
xviii)	“CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by Consultant including acceptance to Conditions of Contract, the Tender documents, subsequent amendments /corrigendum to Tender and the Letter of Intent/Award issued by BCGCL. Any conditions or terms stipulated by the Consultant in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BCGCL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
xix)	“LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the Consultant commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xx)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xxi)	‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
xxii)	“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the Consultant and mutually agreed between BCGCL and the Consultant.
xxiii)	“TERMINATION” of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
xxiv)	“DE MOBILIZATION” shall mean the temporary winding up of Site establishment by Consultant leading to suspension of works temporarily for reasons not attributable to the Consultant.

- xxv) "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at Odisha shall have exclusive jurisdiction over all matters arising out of or in connection with this Contract

2.3 ISSUE OF NOTICE

2.3.1 Service of notice on Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by **Email/ Registered Post/Speed Post to or leaving the same at** the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BCGCL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 Service of notice on BCGCL

Any notice to be given to BCGCL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BCGCL address or changed address as notified in writing by BCGCL to the Contractor.

2.4 USE OF LAND

No land belonging to BCGCL or their Customer under temporary possession of BCGCL shall be occupied by the contractor without written permission of BCGCL.

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BCGCL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BCGCL, then BCGCL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BCGCL will stand forfeited without any further reference to him without prejudice to any and all of BCGCL's other rights and remedies in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BCGCL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

- 2.6.1** All payments due to the Contractor shall be made by electronic mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- 2.6.2** For progress running bill payments, the Contractor shall submit the Monthly Service Progress Report along with supporting documents in triplicate, indicating the details of services rendered during the month/period as per the terms of payment prescribed in the contract. The basis for certification of service quantities/outputs shall be records, logs, attendance sheets, reports, and documents maintained and duly acknowledged by BCGCL. Service outputs/performance shall be jointly verified by BCGCL's authorized representative and the Contractor, and the jointly certified report shall form the basis for release of payment.
- 2.6.3** The service documentation submitted by the Contractor shall be checked and verified by the BCGCL Engineer/Authorized Representative. The quantities of service outputs and percentage eligible for payment under various heads shall be decided by BCGCL based on contractual payment terms.
- 2.6.4** Based on the above jointly verified records, the Contractor shall prepare the running bills along with statutory compliance documents in the prescribed format and work out the financial value. The bill will be processed by BCGCL and payment shall be released after effecting recoveries, if any, from the Contractor.
- 2.6.5** All recoveries due from the Contractor for the relevant month/period shall be effected in full from the corresponding running bill unless specific approval from the competent authority is obtained to the contrary.
- 2.6.6** Verification shall be restricted to that part of services for which it is required to ascertain the financial liability of BCGCL under this contract.
- 2.6.7** Verification and certification of service deliverables shall be carried out jointly by persons duly authorized by BCGCL and by the Contractor.
- 2.6.8** The Contractor shall bear any expenditure involved in providing documents, records, or evidence required for verification of service deliverables. The Contractor shall, without extra charges, provide all necessary assistance required for verification.
- 2.6.9** If at any time due to any reason whatsoever, it becomes necessary to re-verify the service records in full or in part, the expenses towards such re-verification shall be borne by the Contractor unless such re-verification is required due to reasons not attributable to the Contractor.
- 2.6.10** Passing of running bills based on verified service deliverables does not amount to acceptance of full completion of contracted services. Any pending or balance services shall be completed if pointed out later by BCGCL.
- 2.6.11** The final bill shall be prepared by the Contractor in the prescribed format based on the certificate issued by BCGCL's Engineer that all services as stipulated in the contract have been completed satisfactorily. The Contractor shall submit an unconditional "No Claim Certificate." The final bill shall be processed and paid within a reasonable time after satisfactory completion and acceptance of all contractual services.

2.7 RIGHTS OF BCGCL – As per clause 11 of SCC**2.7.1 Liquidated Damage – As per clause 6.0 of SCC****2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BCGCL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

2.8.1 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

2.8.2 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

2.8.3 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.4 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.5 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.6 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.7 All the properties/equipments/components of BCGCL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BCGCL/their Client.

2.8.8 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours

to the contrary. The contractor shall return them in good condition as and when required by BCGCL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BCGCL Engineer will be recovered from the contractor.

- 2.8.9** The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.
- 2.8.10** The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 2.8.11** The Contractor to note that some of BCGCL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BCGCL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BCGCL will reserve the right to recover the loss from the contractor.
- 2.8.12** For all works having contract value of Rs. 5,00,000/- or above, BCGCL shall recover the amount of compensation paid to victim(s) by BCGCL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BCGCL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BCGCL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims:
 - i. In the event of death or permanent disability resulting from Loss of both limbs:
Rs. 10,00,000/- (Rs. Ten Lakh).
 - ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
 - d) Permanent Disablement: A disablement that is classified as a permanent total

disablement under the proviso to section 2 (l) of the Employee's Compensation Act, 1923.

2.8.13 Contractor shall be fully responsible for their T&Ps and other material mobilized at site. In any case, BCGCL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.9 VOID

2.10 TIME OF COMPLETION

2.10.1 The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BCGCL Engineers.

2.10.2 Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BCGCL under clause 2.11.

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BCGCL at its discretion may extend the Contract.

2.12 VOID

2.13 VOID

2.14 VOID

2.15 VOID

2.16 SUPPLEMENTARY ITEMS – Refer Clause No. 4 of Vol-VII, Scope of Works

2.17 PRICE VARIATION COMPENSATION – As per clause 10 of SCC

2.18 INSURANCE – As per General Information

2.18.1 In event of any accident or damages while on BCGCL's duty, BCGCL shall be completely free from any liability of any nature connected with the accident/damage(s). Selected bidder himself will be fully and exclusively responsible for any personal injury to the deployed personnel or any other person in employment or damage to any property or person, including any third-party claims.

2.18.2 Selected bidder may safeguard his interest through insurance at his own cost. Under no circumstances, BCGCL will take any liability arising out of or due to the action of the deployed manpower, including third-party claims. Selected bidder will have the sole liability of the damages/injuries caused to the deployed manpower or due to the action of the deployed manpower (including accidents and third-party claims).

2.18.3 Arrangement of alternative/substitute is the responsibility of selected bidder unless otherwise exempted for reasons beyond Service Provider's control.

2.19 VOID

2.20 FORCE MAJEURE

2.20.1 "Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to

- i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site.
- ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- vi) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such

Force Majeure event.

2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i) Constitute a default or breach of the Contract.
- ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.20.6 BCGCL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of Contracts of BCGCL executing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of Contracts of the BCGCL executing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of Contracts of the BCGCL executing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Odisha. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

2.21.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute 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 (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

2.21.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.21.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BCGCL.

2.21.2 **CONCILIATION:**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BCGCL from the BCGCL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BCGCL or its Promoter Companies (BHEL & CIL)/Administrative Ministry of BCGCL shall be included in the BCGCL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BCGCL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.0 of Forms & Procedures covered in Vol-ID. The Procedure 2.0 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BCGCL may make any amendments or

modifications to the provisions stipulated in the Procedure 2.0 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.0 with effect from the date as intimated by BCGCL to it.

2.21.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BCGCL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BCGCL etc., which becomes or as the case may be, is adjudged to be due from BCGCL to Contractor whether under the Contract or otherwise.

2.22 VOID

2.23 PAYMENTS:- As per Clause-4.0 of SCC

2.23.1 Final Bill

'Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

- i) 'No Claim Certificate' by Contractor
- ii) Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.
- iii) Indemnity Bond as per prescribed format.

BCGCL shall settle the final bills after deducting all liabilities of Contractor to BCGCL.

2.24 VOID

2.25 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BCGCL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant guidelines of BCGCL or its Promoter Companies.

2.26 SUSPENSION OF BUSINESS DEALINGS

BCGCL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending

business dealings with them in line with BCGCL or its Promoter Companies guidelines issued from time to time.

2.27 LIMITATION ON LIABILITY:

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract limited to 100% of the contract value. BCGCL shall be entitled to recover all such losses from the due payments such as unpaid invoices & Securities of the selected bidder. selected bidder. The limitation of liability shall not however be applicable in case of violation of any Law, intellectual property rights or breach of confidentiality.

2.28 CONFIDENTIALITY

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

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

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

2.28.3 INDUSTRIAL AND INTELLECTUAL PROPERTY

2.28.3.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep BCGCL harmless and indemnify BCGCL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

2.28.3.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to BCGCL will be property of BCGCL.

2.28.3.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by BCGCL for carrying out of any services with any third parties.

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

2.28.4 SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

2.28.4.1 BCGCL may suspend in whole or in part – the performance of services of

Consultants any time upon giving not less than fifteen (15) days" notice.

2.28.4.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

2.28.4.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

2.28.4.4 By fifteen days prior notice, BCGCL may request Consultant to resume the performance of the services, without any additional cost to BCGCL.

2.28.4.5 In case of suspension of work by consultant on BCGCL"s request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per mutual agreement.

2.28.4.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract as per clause no. 2.28.5

2.28.5 TERMINATION OF CONTRACT

2.28.5.1 Termination for Default

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

2.28.5.2 Termination for Insolvency

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

2.28.5.3 Termination for convenience

BCGCL may by 30 (Thirty) days written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by BCGCL till the date upon which such termination becomes effective.

2.28.6 RECTIFICATION PERIOD

2.28.6.1 All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

2.28.6.2 No deviation from such conditions shall be made without BCGCL"S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by BCGCL) are guaranteed to be of the best quality of their respective kinds.

2.28.6.3 Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

2.28.7 ACQUISITION OF DATA

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

2.29 OTHER ISSUES

2.29.1 The bidder will indemnify & protect BCGCL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the items or services supplied by them. The bidder will be required to bear all the costs in such cases.

2.29.2 The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports/ presentations in line with deliverables. The reports/ presentations shall be reviewed by BCGCL for validation of the suggestions/ progress made. BCGCL may also at times engage any other party for validation of the recommendations made by the consulting firm.

2.29.3 In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/ presentation. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BCGCL at every stage in order to complete the activities as scheduled.

2.29.4 Value of Non-judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.29.5 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.29.6 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.



Tender No.: BCGCL/ Projects/PMS/26/001

VOLUME-III
**Special
Conditions
of
Contract
(SCC)**

**BHARAT COAL GASIFICATION & CHEMICALS
LIMITED**

1.0 GENERAL

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Scope of Works, Specifications and any other documents forming part of bid document, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- a. Contract agreement with its Amendments
 - b. Letter of Award with its Amendments
 - c. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BCGCL
 - d. Notice Inviting Tender (NIT)
 - e. Price Bid
 - f. Special Conditions of Contract (SCC)
 - g. General Conditions of Contract (GCC)
 - h. Forms and Procedures

2.0 TERMS AND CONDITIONS

- 2.1 The Bidder shall visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with site conditions, transportation routes, various distances, all the statutory, obligatory, mandatory requirements of various authorities and all information that may be necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.
- 2.2 The successful Consultant shall submit the following documents for approval of the BCGCL after issuance of order:
- Organogram at BCGCL Noida Office & Site
 - Manning schedule
 - Consultant shall finalise a DELIVERABLE & KPIs PLAN based on scope of work, with BCGCL within 30 days from the date of LOA (Letter of Award). The DELIVERABLE & KPIs PLAN shall be subjected to BCGCL approval. The DELIVERABLE & KPIs PLAN shall be reviewed and revised on quarterly basis by BCGCL.

Any changes to the above shall be intimated for BCGCL's approval. BCGCL has right to seek changes in the team due to non- performance and other reason(s). In such cases, Consultant shall provide to BCGCL another experienced personnel.

- 2.3 Consultant shall deploy the qualified and experienced personnel on its direct payroll.
- 2.4 Consultant shall deploy adequate number of qualified and experienced personnel on its direct payroll, e.g. professional engineers, subordinate engineering personnel, etc. and other specialists of appropriate levels to ensure Quality in all stages and aspects as per best engineering practices, requirement of codes, standards, specifications, timely & expeditious completion of the project and Economize project expenses. The team should be dedicated to BCGCL project.
- 2.5 Consultant shall adhere to project schedule.
- 2.6 All recommendation related to Project shall be prepared by Consultant after being duly reviewed and approved at requisite level at Consultant's end and then the signed copy is to be forwarded to BCGCL through covering letter. In other words, Consultant to follow *prepare, review* and *approve* procedure before any document is submitted to BCGCL.
- 2.7 Consultant shall be required to give reports, inputs, advise, presentations/ clarifications from time to time to BCGCL, its Board, JV partners of BCGCL, Govt. agencies / Statutory bodies / Tax authorities / Auditors / Lending Agencies or other agencies/depts. as desired by BCGCL.
- 2.8 BCGCL will assign the nodal persons for each package as mentioned in Scope of Work of the Tender Document with whom Consultant will coordinate for day to day activities.
- 2.9 Consultant will prepare daily progress report of site activities, fortnightly report of the site activities and monthly report of Project to BCGCL for analysis. The fortnight report to be submitted by forenoon of Tuesday of the relevant week and monthly report of respective month to be submitted by 05th of the succeeding month. Monthly MIS reports to be submitted as per formats agreed with BCGCL from time to time within 05th of the succeeding month.
- 2.10 Consultant to ensure that all the packages / plants as mentioned in Scope of Work are integrated properly and installed to the optimum capacities by the Contractors.
- 2.11 Consultant shall perform the work under this CONTRACT with diligence and conforming to the best international practices available. Further, the Consultant shall perform their obligations conforming to rules, regulations and procedures prescribed by law of the land.
- 2.12 Consultant shall attend and provide its feedback in Review Meetings undertaken by BCGCL, which shall be attended by Consultant's personnel at appropriate level.
- 2.13 Consultant shall not without the prior written consent of BCGCL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
- 2.14 Performance Report of Vendors and contractors shall be submitted to BCGCL as per Tender Procedure agreed with BCGCL for all the packages envisaged in the Scope of Work of the Tender Document.
- 2.15 PM consultant (Project Management Consultant) shall collect the required data from Engineering, Procurement & Site Supervision (EPSS) consultant appointed by BCGCL for the project for successfully carrying out the Project Management activity. Consultant shall enable the interface for project data retrieval/sharing from it's digital dashboard.

3.0 Deleted.

4.0 TERMS OF PAYMENT

Payment on Pro-rata basis.

4.1. Deployed Manpower Payment: 90 % of the man month unit rate shall be paid on actual deployment of consultant team based on TEAM DEPLOYMENT SCHEDULE on man month rate basis, subject to completion of all agreed KEY DELIVERABLES, without any discrepancy, on monthly basis. (SOR Item No. 1.1 to 1.5)

Balance 10 % of the total man-month deployment amount shall be released after final contract closure of all packages of the project.

4.2. Implementation of Digital Dashboard: 100 % of the quoted value as per SOR Item No. 2.1 shall be paid on successful implementation of digital dashboard. Consultant has to obtain the completion certificate from BCGCL for successful implementation of Digital Dashboard having all features mentioned in tender document.

4.3 Monthly maintenance of Digital Dashboard: After successful implementation of Digital dashboard, 100% monthly payment from next month of successful implementation shall be made to consultant agency for monthly maintenance of Digital dashboard as per SOR item No. 2.2

4.4. BCGCL's authorized officer will duly authenticate & certify each document before processing the claim. BCGCL through electronic fund transfers, shall make payment within 45 days after submission of bills certified for payment along with statutory compliances.

5.0 TIME SCHEDULE

The contract period / project completion schedule shall be (a) 54 months from the date of issuance of Letter of Acceptance (LOA). The date of commissioning including contract closure of packages shall be considered as completion of Project.

LD shall be applicable on any delay beyond (a) 54 months from the date of issuance of Letter of Acceptance (LOA) in case the delay is attributable to the Consultant.

Consultant would prepare detailed activity schedule for the project in consultation with BCGCL and EPSS consultant at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones. Consultant is required to plan and put manpower and resources accordingly. Consultant is required to work simultaneously on various LSTK packages & Offsite and Utilities packages and accordingly, make strong efforts to complete the project on or before this date. However, as per extant practices the project shall be monitored w.r.t internal schedule (Best effort Schedule) as well the deadline as indicated above.

6.0 Liquidated Damage (LD)

6.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Clause 2.20 of GCC hereinafter, there will be Liquidated damage @1/2% per week of delay or part thereof subject to maximum of 10 % of contract price. The contract price referred here is excluding taxes and duties.

6.2 BCGCL may without prejudice to any methods of recovery, deduct the amount of such LD from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract. For this purpose, the period for which LD is applicable shall be worked out based on portion of delay solely attributable to Consultant.

7.0 TERMS AND CONDITIONS APPLICABLE TO CONSULTANT 'S PERSONNEL DEPUTED TO SITE/ BCGCL Noida Office

- a) The normal working days of Consultant personnel shall be as per BCGCL working calendar at BCGCL, Noida and Project Site for consultant personnel deployed at HO and site respectively.
- b) Consultant's personnel shall be entitled to all leaves and statutory holidays as applicable to BCGCL personnel.
- c) The duration of services of Consultant's personnel at site/ BCGCL Noida Office for computing the mandays shall be reckoned from the date of joining at site/ BCGCL Noida Office to the date of departure from site/ BCGCL Noida Office.

Additional one day shall be allowed for joining and one day for return to Headquarters on completion of the assignment.

- d) BCGCL shall provide first aid medical facilities to Consultant's personnel, free of cost, to the extent available for BCGCL personnel at site.
- e) Consultant to make arrangements for Office Space, accommodation, conveyance, IT equipments and infrastructure for office on its own within quoted price.

8.0 PENALTY FOR ABSENTEEISM OF Consultant PERSONNEL

8.1 Further to the above LD AS PER Clause No. 6.0, the penalty on account of Absenteeism shall be as follows:

- a) **Absenteeism Deduction** - Payments to the successful bidder shall be made on a man month basis, with deductions applied for absenteeism (if any), calculated on a prorated basis. The per-day deduction rate shall be determined by dividing the man-month rate by the actual working days in the corresponding calendar month.
- b) **Penalty for Absenteeism** - If any consultant personnel are absent beyond the mandated leaves as per BCGCL policy for more than 3 working days within a given calendar month, the successful bidder shall incur an additional penalty of Rs. 5000/- per day for each day of absence exceeding 3 days for each consultant personnel.
- c) **Penalty Imposition**- This penalty shall be applied to the bill for the respective calendar month, or deducted from future bills if the penalty arises after the bill has been issued.
- d) **Penalty Limit**- The total cumulative penalty for absenteeism shall not exceed 10% of the total contract value.

The penalty for Absenteeism shall be over and above the LD clause no 6.0.

9.0 Team deployment for Site and BCGCL Noida Office as per requirement:

9.1 A tentative estimate of **412 man-months** has been considered for Project management activities. The category-wise break-up is indicated below:

SI No.	Description of Manpower	Tentative man months
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9.2	1.	Project Director (1 No.)	54
	2	Commercial Manager (1No.)	54
	3	Project Manager for LSTK Packages (2 No.)	96
	4	Project Manager for OSBL Pkg and EPSS (1 No.)	48
	5	Technical Leads in areas like Mechanical, Electrical, Civil, Instrumentation (4 Nos.)	160

dManpower deputed by Consultant shall be professionally qualified and have the experience as envisaged below. Consultant to submit CVs before deployment for approval by BCGCL.

Project Director	Min. 15 years of experience in Chemical/Fertilizers/Coal Gasification/power plants/infrastructure/Refinery and completed at-least 1 project as Project Director/Head.
Commercial Manager	Min. 5 years of experience in Contract management and have consultancy experience.
Project Manager	Min. 5 years of experience in Project Management in Chemical/Fertilizers/Coal Gasification / power plants/infrastructure/Refinery and have consultancy experience and completed at-least 1 project as Project Manager/. Project Manager should have adequate experience in Project scheduling.
Technical Lead (Civil, Mechanical, Electrical and Instrumentation)	Min. 5 years of experience in Construction/Execution of projects in respective area.

- 9.3 For successful execution of work and deliverables as mentioned in KPIs, Consultant may have to deploy additional manpower beyond team deployment schedule agreed with BCGCL, at their (consultant) own cost.
- 9.4 Bidder shall provide a list of Senior team members for all the projects who will be driving this project till completion of the contract. The Senior team shall include minimum, i) One Lead Partner/ Partner/ Director/ equivalent, who will be designated as Project Director; ii) Commercial Manager; iii) Project Management Consultants.

CVs of Senior Team Members proposed to be deployed for the project, duly certified by CEO/Country Head/Board of Directors/ Company Secretary/Authorized signatory duly authorized by CEO/Partner to be submitted along with tender document. Acceptance of CVs is subject to approval by BCGCL.

Bidders need to submit Annexure B (CV of Team Members) along with requisite documentary proofs to establish qualification.

Note:

1. Members of team (other than Project Director), deployed by the Consultant, should not be above 60 yrs. of age on the date of joining.

2. Project Director deployed by the Consultant, should not be above 65 yrs. of age on the date of joining.

3. The aforementioned Team Deployment man-month is tentative and based on BCGCL experience. Consultant shall depute manpower for successful execution of work and deliverables, however BCGCL shall make payment for actual deployment of manpower, maximum upto man-months mentioned in the Team Deployment detail. No Extra payment shall be made for any additional manpower deployed beyond Team Deployment Schedule.

9.5 The Consultant shall prepare and submit a **monthly manpower deployment plan**, aligned with the approved project schedule, during the kick-off meeting.

9.6 The monthly manpower deployment schedule shall be reviewed jointly by **BCGCL and the Consultant**, and adjustments, if any, shall be incorporated.

9.7 **BCGCL reserves the right** to instruct the Consultant to increase or decrease the manpower, based on actual project requirements.

9.8 Consultant will be paid for the actual manpower deployed by the consultant during the month.

10. Escalation Clause- PVC Compensation for manpower deployment applicable during extended period of contract beyond 54 months:

10.1 In order to take care of variation in cost of deployment of manpower on either side, due to variation in the index of LABOUR Price Variation Formula as described herein shall be applicable.

10.2 85% component of Unit Price of deployment of manpower shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO.	CATEGORY	INDEX	PERCENTAGE COMPONENT ('K')
1	LABOUR (ALL CATEGORIES)	MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in)	85

10.3 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR.

$$P = K \times R \times (X_n - X_o) / X_o$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour.

K = Percentage Component ('K') applicable for Labour = 0.85

R = Value of the man-months for manpower deployment (Excluding Taxes and Duties if payable extra)

X_n = Revised Index for Labour for the billing month under consideration.

X_o = Index for Labour as on base date.

10.4 Price Variation Clause (PVC) shall be applicable only on the man-months for manpower deployed during the extended period of the contract beyond the stipulated 54 months, provided such extension is due to delays not attributable to the Consultant.

10.5 The applicability of PVC during the extended period shall be determined based on a detailed delay analysis jointly prepared by the Consultant and BCGCL, clearly identifying and quantifying the periods of delay attributable to various stakeholders. PVC shall be admissible only for the period of delay established as not attributable to the Consultant, and duly approved by BCGCL.

10.6 Base date should be the calendar month of the 'last date of scheduled completion'.

10.7 The Consultant shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

10.8 The Consultant will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

10.9 The total amount of PVC shall not exceed 15% of the cumulatively executed value of manpower deployment within the contract schedule of 54 months.

11 Consultant default: Breach of Contract, Remedies and Termination

11.1.1 BCGCL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the Consultant for any compensation.

11.1.2 BCGCL shall terminate the contract after due notice of a period of 14 days' in any of the following cases, which if not rectified/ improved within the time period mentioned

in the notice, then, 'Breach of Consultant' will be considered to have been established:

- i). Consultant's poor progress of the work vis-à-vis execution timeline as stipulated in the agreed KPIs.
- ii). Withdrawal from or abandonment of the work by Consultant.
- iii). Repeated failure of Consultant in deploying the required resources, to comply the contractual requirements etc. even after given by BCGCL in writing.
- iv). Assignment, transfer, subletting of Contract without BCGCL's written permission.
- v). Non-compliance to any contractual condition or any other default attributable to Consultant.

11.1.3 **Remedies in case of Breach of Contract is established**

- (a) Wherein the period as stipulated in the notice issued under clause 11.1.2 has expired and Contractor has failed to remedy the breach, BCGCL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- (b) Upon termination of contract, BCGCL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BCGCL against the said contract.
- (c) In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BCGCL) or the other legal remedies shall be pursued.
- (d) wherever the value of security instruments like performance bank guarantee available with BCGCL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
 - a) From dues available in the form of Bills payable to defaulted Contractor against the same contract.
 - b) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
 - c) If contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery:
 - i) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with BCGCL or its Promoter Companies including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD
 - ii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
- (e) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BCGCL would incur in completion of balance contractual

obligation of the contract through any other agency and BCGCL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.

- (f) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BCGCL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

12.0 TAXES & DUTIES

12.1 The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BCGCL is forced to pay any of such taxes/duties, BCGCL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

12.2 GST (Goods and Services Tax)

12.2.1 GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BCGCL shall have the right to deny payment of GST and to recover any loss to BCGCL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

12.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BCGCL & its Contractor. BCGCL shall not consider GST on any transaction other than the direct transaction between BCGCL & its Contractor.

12.2.3 Contractor shall obtain prior written consent of BCGCL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BCGCL shall have the right to adopt the appropriate one considering the amount of tax liability on BCGCL/Client as well as procedural simplicity with regard to

assessment of the liability. The option chosen by BCGCL shall be binding on the Contractor for discharging the obligation of BCGCL in respect of the tax liability to the Contractor.

- 12.2.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 12.2.5 Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 12.2.6 Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BCGCL reserves the right of denial of GST payment if there occurs any hardship to BCGCL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BCGCL before movement of goods starts to enable BCGCL to meet its GST related compliances. Special care should be taken in case of month end transactions.
- 12.2.7 Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 12.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -
- a. Supply of goods and/or services have been received by BCGCL.
 - b. Original Tax Invoice has been submitted to BCGCL.
 - c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
 - e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
 - f. Respective invoice has appeared in BCGCL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
 - g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BCGCL.

- 12.2.9 Any financial loss arises to BCGCL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BCGCL, shall be deducted from contractor's bill or otherwise as deemed fit.
- 12.2.10 TDS as applicable under GST law shall be deducted from contractor's bill.
- 12.2.11 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 12.2.12 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BCGCL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 12.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BCGCL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
- 12.2.14 Any denial of input credit to BCGCL or arising of any tax liability on BCGCL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
- 12.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BCGCL, BCGCL's decision shall be final and binding on the contractor.
- 12.2.16 **Variation in Taxes & Duties:**
Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BCGCL. However downward variation shall be subject to adjustment as per actual GST applicability.
In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BCGCL at actual. The reimbursement under this clause is restricted to the direct transaction between BCGCL and its contactor only and within the contractual delivery period only.
In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BCGCL for reimbursement of tax or reassessment of offer.

12.3 Income Tax:

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

13.0 Handover and Closure Obligations

13.1 Upon completion of all contractual obligations and prior to issuance of the Contract Completion Certificate, the Consultant shall ensure comprehensive handover of all project-related documents, data, drawings, and digital records to BCGCL in both hard and soft copies.

13.2 The handover shall include, but not be limited to, the following:

- a) All approved design, engineering, procurement, inspection, expediting, and construction supervision documents prepared or reviewed by the EPSS Consultant during the course of the contract.
- b) All tender documents (including ITB, SOR, SCC, Technical Specifications, Drawings, Contract Documents, Bid Evaluation Reports, Award Recommendations, etc.) prepared and floated by the EPSS Consultant for all packages.
- c) As-built drawings, records of design changes, deviation approvals, and change orders issued during execution.
- d) Project schedules, progress reports, cost monitoring sheets, risk registers, quality documentation, inspection reports, commissioning records, and performance test run reports. Data sheet of equipment & field instruments, technical manuals, O&M manuals, consumables and spares list, control philosophy etc. of Offsites and Utilities packages.
- e) PMS ~~EPSS~~ shall also obtain and ensure all the required technical documents required for successful operation and maintenance of LSTK packages from EPSS, LSTK contractors and handover the complete document to BCGCL ensuring the completeness.
- f) All documents, correspondences, and reports related to **insurance events, lodging and realization of claims, complaints, or settlements**; and all **payment-related documents**, including invoices, measurement sheets, certified bills, certification of payments, and reconciliation statements processed during the contract period.
- l) All records relating to stores, materials, inventories **Quality Assurance/Quality Control (QA/QC)** activities, inspection reports, non-conformance reports (NCRs), closure actions, material inspection records, third-party inspection (TPI) reports, and all **audit, HSE, and statutory compliance documents**, including certificates, reports, and approvals obtained from authorities or agencies and EPSS consultant during the project period.
- j) Vendor/Contractor performance evaluation reports and contract closure reports of all LSTK and O&U packages.
- k) All test reports, commissioning and performance test documents, performance guarantee test results, material traceability records, and supplier performance evaluations.

- l) Complete digital database and document management system with structured folder hierarchy and index of all documents exchanged during the project.
- n) Handing over of project correspondences, meeting records, MOMs, and any other technical, commercial, or statutory communication related to project execution.

13.3 The Consultant shall submit a Handover Dossier to BCGCL summarizing all deliverables, documents, and data transferred. Each dossier shall be duly indexed, certified by the Consultant's Project Manager, and verified by BCGCL representatives.

13.4 The Consultant shall provide necessary assistance to BCGCL during the handover process to ensure complete transfer of knowledge and seamless access to all records, including training to BCGCL personnel for operating digital systems or models handed over.

13.6 Source Code and Ownership: At the time of implementation of dashboard, the vendor must provide a copy of complete source code (with proper documentation and along with all related details/files such as DB Structure, Configuration file, Installation Guide, Master data etc.) required for its implementation. At the time of contract completion, the vendor must handover the complete source code (with proper updated documentation and along with all related updated details/files such as DB Structure, Configuration file, Installation Guide, Master data etc.) for all modules and modifications, along with unrestricted usage rights to BCGCL without any additional costs. BCGCL shall have the liberty to use the source code for internal purpose only.

13.5 Final payment and release of retention amount / security deposit (if any) shall be subject to successful completion and acceptance of handover by BCGCL.

VOLUME-IV

INTRODUCTION

Bharat Coal Gasification and Chemicals Limited (BCGCL), a joint venture company formed by CIL and BHEL is currently implementing a coal gasification-based Ammonium Nitrate production project of 0.66 MMTPA capacities. BCGCL was incorporated on 21.05.2024.

The project would essentially consist of Coal Gasification, Gas Purification, Ammonia Synthesis and Nitric Acid and Ammonium Nitrate plants and related offsite and utility facilities. Coal gasification technology of M/s BHEL has been finalized for the project. BHEL shall be the executing agency for Coal Gasification and Gas purification island. The plant shall be designed for production of followings products with Ammonium Nitrate as main product.

S. No	Name of the Project	2000TPD Coal to Ammonium Nitrate Plant
1	Location	Lakhanpur Open cast mines, Lakhanpur Tehsil, Jharsuguda district, Odisha, Nearest Railway station: Belpahar (~10Kms) Nearest Airport: Jharsuguda (~38 Kms)
2	Source of coal	Lakhanpur Coal Washery
3	Source of water	Backwaters of Hirakud Reservoir
4	Power supply	132/33 KV Grid S/s Lakhanpur
5	End Product	2000 TPD Ammonium Nitrate
6	Plant Capacity	
	- Gasification Island	Eff. Synthesis Gas (CO+H ₂) – 85000 Nm ³ /hr,
	- Gas Purification Section	Shifted Synthesis Gas – 180000 Nm ³ /hr,
	- Ammonia Synthesis Plant	920 TPD
	- Nitric Acid Plant	1650 TPD
	- Ammonium Nitrate - Melt Plant	1600 TPD



	- Ammonium Nitrate - Prill Plant (Solid)	400 TPD
7	Steam generating plant	(2+1) x 140 TPH

VOLUME-V

PROJECT DETAIL

The entire Project Facilities of the BCGCL Project shall be executed as follows:

1. LSTK-1 PACKAGE: COAL GASIFICATION ISLAND

The following plants and facilities of this Project shall be executed on Lump-Sum Turnkey (LSTK) basis and shall be under the scope of the LSTK Contractor (BHEL) for Coal Gasification Island:

- a) Coal Handling inside Plant battery limit from the Washed & Washery Reject silos and conveying to Gasifier & SGP (Steam Generation Plant)
- b) Ash Handling & transportation for Gasifier & SGP, including Ash Silo inside Plant Battery Limit.
- c) Coal Gasification and Raw Gas cleaning
- d) Air Separation Unit (ASU)
- e) Steam Generation Plant (3X140 TPH CFBC boiler and Auxiliaries) including Chimney, Coal conveying to SGP, Ash Handling from SGP to Ash silos.
- f) Cooling tower for Coal Gasification Island, Gas purification Island (LSTK-2) and offsite and Utilities.
- l) Common Control Room for LSTK 1 & LSTK 2 Island Package
- m) Misc. Mechanical, Electrical & C&I Systems required for LSTK 1 Island Package
- n) Pre-Treatment of effluent generated within LSTK-1 B/L, as applicable.
- o) First fill of all catalyst, chemicals & consumables and requirement during Pre-Commissioning, Commissioning, Sustained Load Test Run and Guarantee Test Run (GTR).
- p) Supply of chemicals, consumables and spares for a period of 24 calendar months
- q) Firefighting & safety system for LSTK scope of work.
- r) Sewage transfer within LSTK B/L, at common point.
- s) Instrument Air piping for LSTK's scope of work
- t) Procedure for safe disposal of hazardous solid waste, if any.

- u) Laboratory instruments & chemicals.
- v) Emergency DG for LSTK-1.
- w) Civil work for inside LSTK-1 B/L.
- x) After PGTR- Sixty (60) Months of Operation & Maintenance.

2. LSTK-2 PACKAGE: Gas Purification Island

The following plants and facilities of this Project shall be executed on LSTK basis and shall be under the scope of the LSTK Contractor (BHEL) for Gas purification Island:

- a) Receiving of Syngas (automatic system shall be considered) - (1 train)
- b) Carrier CO₂ System-(1 train) for other consumer (LSTK -1) as per the required quality.
- c) Gas purification unit to produce Ammonia Syn. Gas (N₂ + 3H₂).- (CO shift, Rectisol Wash and LN₂W).
- d) Sulphur Recovery Unit (SRU) (1 trains) and Storage.
- e) Quench Column
- f) Cooling Water requirement to be furnished.
- g) Electrical Sub-station.
- h) Control System shall be supplied by LSTK-2 contractor. However, Panels shall be installed in LSTK-1 Control Room.
- i) Chemical laboratory instruments & laboratory chemicals.
- j) Procedure for safe disposal of hazardous solid waste, if any.
- k) Pre-Treatment of effluent generated within LSTK-2 B/L, as applicable.
- l) Transfer of Nitrogen from LSTK-1 and Ammonia from LSTK-3.
- m) First fill of all catalyst, chemicals & consumables and requirement during Pre-Commissioning, Commissioning, Sustained Load Test Run and Guarantee Test Run (GTR).
- n) Supply of chemicals, consumables and spares for a period of 24 calendar months
- o) After GTR, 60 calendar month operation and maintenance.
- p) Firefighting & safety system for LSTK's scope of work as per requirement of NFPA.
- q) Instrument Air piping for LSTK's scope of work
- r) Civil work inside LSTK-2 B/L.
- s) Sewage transfer within LSTK B/L, at common point

3. LSTK-3: Ammonia Synthesis Plant

The following plants and facilities of this Project shall be executed on LSTK basis and shall be under the scope of the LSTK Contractor for Ammonia Synthesis Plant:

- a) Ammonia Synthesis Unit including hot flare stack.
- b) Ammonia Storage Tanks including separate hot flare stack for each ammonia storage tank. Provision shall be kept for complete isolation of one tank from other during statutory inspection/ maintenance etc. All lines (liquid/ Vapor) entering & leaving each tank shall have positive isolation with block and bleed arrangement along with spectacle blind. Flare shall be dedicated for each tank. All other equipment/ machinery shall be common for both the Ammonia storage tank system. Any other required item other than said above for safe isolation of ammonia storage tanks shall be considered by LSTK Contractor.
- c) Cooling water requirement for Ammonia Synthesis Unit to be furnished. Cooling Water will be made available at battery limit of the plant at one point.
- d) Dedicated Cooling Tower for Ammonia Storage Area
- e) Effluent from Ammonia/Ammonia Storage
- f) Electrical Sub-station for Ammonia & Ammonia Storage.
- g) First fill of all catalyst & chemicals
- h) CONTRACTOR shall supply Consumables solvents, adsorbents, lubricants chemicals and spares for 24 calendar months operation
- i) Fire fighting & safety system for LSTK's scope of work as per requirement of NFPA.
- j) Control System shall be supplied by LSTK-3 contractor
- k) Chemical laboratory instruments & laboratory chemicals.
- l) Procedure for safe disposal of hazardous solid waste, if any.
- m) Pre-Treatment of effluent generated within LSTK-3 B/L, as applicable..
- n) First fill of all catalyst, chemicals & consumables and requirement during Pre-Commissioning, Commissioning, Sustained Load Test Run and Guarantee Test Run (GTR).
- o) Instrument Air piping for LSTK's scope of work
- p) Civil work inside LSTK-3 B/L.
- q) Sewage transfer within LSTK B/L, at common point.
- r) Supervisory assistance for 6 months after PGTR

4. LSTK-4, Nitric acid and Ammonium Nitrate Plant

The following plants and facilities of this Project shall be executed on LSTK basis and shall be under the scope of the LSTK Contractor for Nitric Acid and Ammonium Nitrate Plant:

- a) Transfer of Ammonia from tie-in point.
- b) Nitric acid & ammonium Nitrate Plant along with Flare system, if required.
- c) Nitric Acid storage of capacity.(2 x 5000 MT)
- d) AN melt storage of capacity (1 day) with pumping arrangement to AN prilling section and also provision of truck loading of AN melt.
- e) Bagging facility along with truck loading provision of Bagged and AN melt product.
- f) AN Prill Product storage as per AN rule 2012 and its amendment.
- g) Cooling Towers with Side stream filter and dosing system related to, Ammonium Nitrate and Nitric Acid plant along with Ammonia, Water requirement for Ammonia plant shall be shared with the LSTK Contractor.
- h) Central Control room
- i) Electrical Sub-station for Ammonium Nitrate Plant, Nitric Acid Plant & Cooling Towers
- j) Chemical laboratory instruments & laboratory chemicals.
- k) Supply of Consumables solvents, adsorbents, lubricants, chemicals spares for initial period of 2 years.
- l) Goods cum Passenger Lift in AN Prilling section (Minimum capacity shall be 1000 kg)
- m) Control System shall be supplied by LSTK-4 contractor
- n) Procedure for safe disposal of hazardous solid waste, if any.
- o) Pre-Treatment of effluent generated within LSTK-4 B/L, as applicable.
- p) First fill of all catalyst, chemicals & consumables and requirement during Pre-Commissioning, Commissioning, Sustained Load Test Run and Guarantee Test Run (GTR).
- q) Supervisory assistance for 6 months after PGTR
- r) Firefighting & safety system for LSTK's scope of work as per requirement of NFPA.
- s) Instrument Air requirement to be furnished.
- t) Civil work inside LSTK-4 B/L
- u) Sewage transfer within LSTK B/L, at common point.
- v) Weigh Bridge
- w) Supervisory assistance for 6 months after PGTR

5. OFFSITES & UTILITIES

Following Offsites & Utilities shall be executed on Engineering, Procurement Assistance & Construction Management (EPCM) basis:

- i. Water transmission Line from Reservoir to Plant Battery Limit along with power supply to water intake pumps.
- ii. "Supply, Design Engg., Erection, Testing and Commissioning at Site of the complete 132 kV Gas Insulated Metals Enclosed Switchgear (GIS) along with all civil work, Transmission Line, Cables, Transformers etc. Incl. Following:
 - a. 132 KV GIS Grid Power along with Switchyard
 - b. Transmission Line up to Plant Battery Limit
 - c. Supply of 132 KV Cables

(Including engagement of EHV transmission line expert agency for Liaisoning & EPCM activities"

- iii. Supply, Erection, Testing & Commissioning of all supplies along with switchyard including civil work of MRSS(Main receiving Sub-station) & OSBL substations.
- iv. Supply, Erection, Testing & Commissioning of Road Lightings.
- v. Supply & installation of Emergency DG System
- vi.
 - a. E & I Works Supply Cum Erection
 - b. CCTV Camera for Complex & PA System
- vii. Civil Works:
 - a. Raw Water Reservoir inside Plant Battery Limit, Raw Water Pump house including supply erection testing of Raw water supply Pump & allied facilities.
 - b. Non- Plant Buildings
 - c. OSBL Pipe rack foundation & structural work
 - d. Civil work for Instrument/Plant Air Compressor
 - e. Construction of RCC/brick wall with Entrance Gate around Plot Boundary. Land Development Works including cutting of trees, dismantling work, if any
 - f. Construction of Peripheral road (for patrolling), Watch Towers & Security Room and Driver's Rest Room

- g. Construction of Main Approach Road to plants (Bottom Layer), Storm Water Drains including Culverts and Truck Parking.
- h. Construction of Township
- i. Civil work for Emergency DG Room
- j. Top layer (Bitumen) of Road
- k. Weigh Bridge Civil Foundation work
- l. Construction of sewer lines, manholes & allied facilities under Plant Sewage Network
- m. Landscape, Horticulture, Rain Water Harvesting & Miscellaneous Civil Work
- n. Construction of PEB structure with foundation works for Workshops & warehouse
- viii. Ash Handling System outside plant battery limit to abandoned mine (Owner to confirm the Place) including pumping system and transmission pipeline from Ash Pond.
- ix. Coal Transportation system through pipe conveyor for coal gasification plant
- x. a) Raw Water Treatment Plant (RWTP), DMW, CPU, Effluent Treatment Plant and Sewage Treatment Plant (STP)
b) Civil Work
 - Facilities for Raw Water Treatment Plant (RWTP)
 - Facilities for Demineralization & Condensate Polishing Unit - (DM & CPU)
 - Facilities for Sewage Treatment Plant (STP)
 - Electrical Substation Buildings RWTP, ETP & (DM & CPU)
 - Internal plant roads, culvert & Storm Water Drain for RWTP, ETP & DM-CPU area
 - Paving works inside unit
 - Internal plant roads, culvert & Storm Water Drain for RWTP, ETP & DM-CPU area
- xi. Flare system
- xii. Supply with Supervision of Erection & Commissioning of Plant Air & Instrument Air System
- xiii. NG supply system (NG SKID)

- xiv. Workshop Items (Mechanical, Electrical & Instrumentation)
- xv. Engineering, supply, erection of mechanical piping works of OSBL yard piping incl. Auxiliary cooling system
- xvi. a) Fire Water Network including FWPH & allied facilities for OSBL
 - b) Fire Tender:
 - Rental tenders with crew (for safety during commissioning)
 - Purchase of new fire tenders
 - Fire station and Training ground"
- xvii. a) Appointment of Township planner/ Architecture for Township
 - b) Design of PEB structure for Workshops & warehouse
- xviii. Construction water & Construction Power



Tender No.: BCGCL/ Projects/PMS/26/001

VOLUME-VI
Scope of Work

**BHARAT COAL GASIFICATION
& CHEMICALS LIMITED**

1 Terms of reference

1.1 About the project

Bharat Coal Gasification and Chemicals Limited (BCGCL), a joint venture company formed by CIL and BHEL is currently implementing a coal gasification-based Ammonium Nitrate production project of 0.66 MMTPA capacities. BCGCL was incorporated on 21.05.2024.

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1.2 Objective for Engagement of PMS Consultant

BCGCL intends to engage a reputed consulting firm as PMS for project oversight and strategic advisory during the implementation of the Coal to Ammonium Nitrate project at Jharsuguda Odisha.

- The PMS will interface across BCGCL's internal teams, EPC/EPCM/EPSS (Engineering, procurement and Site Supervision) consultants, licensors, contractors, and regulatory agencies to ensure timely delivery of the project.
- The consultant is expected to monitor the project execution against key milestones, provide risk identification and mitigation strategies, and enable real-time decision-making.

1.3 Scope of Work

BCGCL intends to appoint an Owners Management Consultant as PMS for efficient execution of Coal to Ammonium Nitrate project at Jharsuguda Odisha. PMS shall assist BCGCL in timely execution of Project work. The entire scope is divided into two modules:

Module 1: Project monitoring services

1.3.1 Entire scope is divided into two phases

- Phase I: Setup
- Phase II: Operate

Phase I: Setup phase

a. Project Governance

- i. Define and agree protocols and timelines for project monitoring and involvement of major stakeholders (internal / external).
- ii. Define escalation protocols for highlighting pending issues / critical risks to management.
- iii. Define communication matrix / framework for reporting and data sharing with all stakeholders.
- iv. Support in defining governance and approval processes related to project decisions.

b. Schedule management:

- i. Refine and define and integrate baseline project schedule prepared by PMC/ EPC contractor / EPSS consultant/BCGCL for the project and understand the basis and assumptions. Review/validate/prepare L-2 schedule (integrated schedule of Engineering, Supplies & Construction activities) of entire project.

- ii. Linkage of resource inputs such as Drawing, Material, Manpower, Tools & Plant and inputs from EPSS consultants/BCGCL etc., in project L2 schedule.
- iii. Validate L-3 schedule with Contractor in line with agreed L-2 schedule and respective Contract schedule of Contractor.
- iv. Preparation of financial L-2 Schedule in line with physical progress of the project. Monthly report on utilization of funds as provided by LSTK and Offsite & utilities contractor's in their monthly cash flow statements submitted during tendering process.
- v. Review detailed monthly plan and highlight the changes in the schedule.
- vi. Suggest improvements to project Work Breakdown Structure (WBS).
- vii. Identify critical path activities and suggest measures for compression of schedule.
- viii. Review early works and pre-construction activities plan and provide suggestions to expedite the same.
- ix. Support in developing overall implementation strategy for the project.
- x. Define KPIs and key milestones for construction, commissioning and interlinked packages.
- xi. Develop Framework for Risk identification at key activity/ milestone level throughout the project life cycle. Develop and submit a risk register tabulating the risk items, responsibility for addressing the risks, level of Impact, probability of occurrence and their mitigation plan with target.

c. Project monitoring and control framework:

- i. Develop a framework for monitoring and control of the project covering schedule, cost, risk and procurement.
- ii. Updation of L-2/L-3 Schedule, monthly plan and three months rolling plan by collecting details from all stakeholders periodically at a defined frequency.
- iii. Set up a project monitoring office / war room for daily, weekly and monthly reviews.
- iv. Review of Three Months Rolling plan, Monthly activity plan and Look ahead/ catchup plan/mitigation plan.
- v. Define the formats for progress reporting, cost tracking, risk reporting and exception tracking.
- vi. Define and roll out management of change procedure and approval matrix for the project.

d. Setting up Digital System for Project Monitoring & Control along with its maintenance:

- i. Design digital project monitoring system utilising existing digital tools across various functions of the Project like Engineering, Procurement and Construction.
- ii. Establish digital protocol and enablement of data exchange for sharing Engineering and Site data of PMC/ EPC/ EPCMs/EPSS consultants for project monitoring through dashboard.
- iii. The digital dashboard shall be fully operational within eight (8) weeks from the date of placement of the order. The time duration for migration of dashboard to BCGCL server shall be 6 months from the date of operationalization of dashboard. After 6 months from operation of dashboard, necessary infrastructure for hosting on BCGCL network will be provided by BCGCL. Till six months of operation of operation, consultant shall host the dashboard.
- iv. The Dashboards shall be customised to track Key Performance Indicators (KPIs) across the entire project lifecycle from engineering till commissioning of the Project having below mentioned screens / modules:
 - Project portfolio
 - Engineering

- Procurement status
- Construction progress (financial & physical terms)
- Statutory approvals
- Daily progress report
- S-curve
- Delay analysis, resource requirement
- Quality & Safety
- Risks & Hinderances

Web based digital dashboard shall have various modules/sub-modules including but not limited to as listed below:

- i) Module-1: Login
 - a) An application, with a secure introductory screen for logging in.
 - b) Login details - username and password, with optional CAPTCHA / two-factor authentication (2FA) for enhanced protection (A "Forgot Password" link to also be enabled).
 - c) Role-based authorization / access controls to ensure appropriate data access and management based on management levels.
- ii) Module 2 – Project Home page
Upon successful login, a Project Home page that serves as a central hub, showcasing entire portfolio of projects, along with basic information about the projects.
- iii) Module-3 - Progress Overview: Progress overview page of the selected project to be displayed with a holistic view of the project's progress and its salient features. The following sub-modules shall be included in the Project Overview:
 - a) Sub-Module-1 - Project Dashboard shall display project S-curve based on the physical progress across various phases of project and across functional areas – Engineering, Supply, Construction, and Commissioning, Critical path highlighting list the critical activities (through integration with a scheduling platform), potential critical activities, project exceptions, insights into the project's Quality & safety parameters, key project risks, look-ahead etc.
 - b) Sub-Module-2 - Project Dashboard shall display Milestone tracker: Planned v/s Achieved /anticipated milestone targets along with availability status of inputs such as resource, material, drawings, fronts etc.
 - c) Sub-Module-3 - Project Dashboard shall display Financial progress: Tracking of overall/package wise turnover (TO) against the monthly plan.
 - d) Sub-Module-4 - Project Dashboard shall display Project Highlights and achievements.
 - e) Sub- Module-5 – System shall generate project Exception report.
- iv) Module-4 - Package level tracker:
Highlighting quantified progress achieved (against L2 level) across various packages on cumulative as well as weekly/monthly/quarterly basis. Functionality to capture package level progress tracking across functional areas – Engineering, Supply, Construction, and Commissioning.
Look-ahead plan capturing monthly and three-months look ahead targets matching project milestones.
Package wise front availability status / tracking of various inputs, materials, resources that are required for upcoming tasks.
Capturing various key project Risks, hindrances and bottlenecks along with milestones, and potential issues along with mitigation plan.

- v) **Module-5 – Engineering**
Tracking the progress of engineering deliverables against the planned schedule/ milestones, highlighting three months drawing requirements.
- vi) **Module-6 - Tendering / Package awards**
Tracking activities of the entire award cycle for tendering of work and procurement executed by EPSS consultant for Offsite and utilities packages .
Provision to track customer approval requirement & process.
- vii) **Module-7 Manufacturing/Delivery tracking of Contractor’s materials**
Ability to effectively track manufacturing progress and equipment/material delivery, aligned with site construction/erection requirements.
Functionality to provide an overview of equipment/material delivery requirements over the next six months, along with anticipated delivery dates at site.
Application of analytics to highlight critical exceptions in terms of equipment manufacturing/delivery on a proactive basis.
- viii) **Module-8 – Construction & Commissioning**
- a) **Sub-Module-1 – Project Enabler:**
Capability to track key aspects of construction activities, including project enablers, schedule adherence, raw material availability, manpower/resource mobilization, exceptions management, preparation of catch-up plans in case of delays and overall readiness for commissioning. This shall include the following sub-modules:
Provision to highlight availability of critical project enablers necessary for the construction phase. Module should be able to track readiness of various construction enablers against targets, including but not limited to:
- Blasting Permissions & Approvals (if applicable)
 - Land development- Levelling and grading , tree cutting etc.
 - Roads (Permanent & temporary)
 - Boundary Walls
 - Drains
 - Storage Space (incl. preservation of material) etc.
 - Site Office
- Capturing delays and exceptions related to project enablers and construction activities, along with mitigation plans and responsibilities.
- b) **Sub-Module-2 - Civil / Mechanical / Electrical / Commissioning**
Functionality to manage detailed scheduling and planning for different construction disciplines.
Plan v/s Actual: Compare planned v/s actual progress for each week/month, highlighting discrepancies and areas needing attention.
Raw Material Availability: Track raw material availability, including specific needs such as sand, cement, Steel, TMT etc.
Provision of auto upload of Daily Progress Reports (DPRs) from the data forms by the Site team to facilitate analytics, benchmarking, trend analysis, and catch-up plans.
Provision for generation of Daily progress report of the project for Customer/BCGCL Management.
Provision to upload area wise site photographs, to reflect timeline progress of work.
- c) **Sub-Module-3 – Resource mobilization: Manpower / Tools & Plants (T&P) Tracking**
Functionality to track and manage the deployment plan, and availability of manpower, tools, and equipment in order to meet the desired progress.

- Generation of reports on workforce productivity metrics to identify areas for efficiency improvement.
- d) Sub-Module-4 – System Level Readiness
Functionality to plan and track readiness of systems and components required for commissioning as per Milestone/operational targets, and incorporating inter-system dependencies.
Planning and monitoring availability of enablers for smooth commissioning of units.
 - ix) Module-9 A – Quality - Provision of Online Quality Management systems: Functionality for Daily Field Inspection Management including monitoring of Quality protocols, track KPIs. Capturing non-conformances, including status, actions taken, and pending issues; provide ageing analysis for open NCR's and other concerns.
 - x) Module-9 B – Safety - Provision for Online Safety Management systems: Functionality to monitor safety protocols, work permits, track KPIs. Capturing non-conformances, including status, actions taken, and pending issues; provide ageing analysis for open NCR's and other concerns.
 - xi) Module-10 - Lessons learnt
Provision to capture, document, and analyse lessons learned throughout the project on an annual basis.
Ability to integrate data to monitor implementation status of various lessons learned.
Capability to print various screens/reports.

Technical Specification of Project specific digital Dash board: Requirements of Dash board till completion of Contract:

- i) Accessibility: The system should be accessible through the internet using major browsers – Latest version (Chrome, Edge, Firefox, etc.) and maintain compatibility across the latest versions.
- ii) Authentication and Authorization: Information should be visible only after user authentication. The application should support role-based access control (RBAC) to ensure users only access information pertinent to their roles.
- iii) Hosting: The application and the required database should be hosted on consultant's network till the readiness IT infrastructure of BCGCL. After readiness of IT infrastructure, consultant will support in successful migration of application and database to BCGCL network.
- iv) Usage Rights: The right of application usage and associated intellectual property (except third-party components) should reside with BCGCL even after the contract period. Consultant shall enable the dashboard with approx. 60 no. of Users requiring the access and data update for all the projects, at no extra cost to BCGCL.
- v) Licensing: Any third-party licenses required for operation, including middleware, libraries, or APIs, must be explicitly listed by the vendor and included in the solution's cost.
- vi) Security Testing: Penetration Testing (PT) of the application will be conducted by BCGCL after hosting on BCGCL's server. The vendor must address and resolve all identified and potential vulnerabilities related to dashboard.
- vii) Audit Logs: System should maintain detailed audit logs of all user actions and system events for compliance and traceability purposes.
- viii) Support and Maintenance: A dedicated 6x8 helpdesk with guaranteed response and resolution times during the contract period. SLA need to be defined at the time of kick of meeting. In case of noncompliance of agreed SLA, Amount pertaining to Monthly maintenance of digital dashboard shall not be payable for that particular month.

- ix) Documentation: Vendor must provide detailed and versioned User Manuals, System Manuals, and Administrator Manuals for reference.
- x) Training Resources: The vendor will supply interactive training videos and conduct at least 10 training man-days (physical or online), with hands-on demonstrations and Q&A sessions.
- xi) Developer Team: One development team (minimum 2-3 members) should be identified, for a period of 1 year or until the system is fully operational and accepted, to handle change/customization requests (at no extra cost to BCGCL), whichever is later.
- xii) Source Code and Ownership: At the time of implementation of dashboard, the vendor must provide a copy of complete source code (with proper documentation and along with all related details/files such as DB Structure, Configuration file, Installation Guide, Master data etc.) required for its implementation. At the time of contract completion, the vendor must handover the complete source code (with proper updated documentation and along with all related updated details/files such as DB Structure, Configuration file, Installation Guide, Master data etc.) for all modules and modifications, along with unrestricted usage rights to BCGCL without any additional costs. BCGCL shall have the liberty to use the source code for internal purpose only.
- xiii) Security Maintenance: The vendor must address security vulnerabilities with patches and updates promptly throughout the application's lifecycle, without additional costs.
- xiv) Scalability: The application should support modular expansion to incorporate new projects or functionalities with minimal additional effort. The application should allow BCGCL to add any number of new projects and use the same dashboard for other similar projects, BCGCL undertakes in the future. Also, the Consultant shall hand over the dashboard to BCGCL.
- xv) Performance Standards: The application should ensure high availability (99 %) and support concurrent user access.
- xvi) Testing and Quality Assurance: The vendor should conduct User Acceptance Testing (UAT) with BCGCL and incorporate feedback before final deployment.
- xvii) Data Management: The application should comply with relevant data protection regulations, such as DPDP and The Information Technology Act (as applicable).
- xviii) Escalation Protocols: The vendor must provide an escalation matrix for unresolved issues, ensuring accountability and quick resolution.
- xix) Disaster Recovery: A disaster recovery plan with automated backups, redundancy, and failover mechanisms must be provided to ensure business continuity till dashboard is installed in BCGCL Server.
- xx) Reporting and Analytics: Built-in advanced reporting and dashboard features, with exportable reports in formats like Excel, PDF, etc.
- xxi) Search Functionality: The application should include a powerful search engine with filters to quickly retrieve information.
- xxii) Mobile Interface: The application should feature a mobile-friendly, responsive interface optimized for tablets and smartphones.

Note:

Consultant shall enable key persons of BCGCL/contractor/sub agency/supplier /PMC/EPSS consultant, to access the digital dashboard, in the form of training, familiarization if any.

1. Consultant shall bear all the cost including licenses fee for 60 no. of individuals, to enable the key persons of BCGCL/EPSS/PMC/Contractor to have access the modules of the dash board.
2. Consultant shall develop and maintain the Project specific digital Dash board shall be maintained by a separate team other than deployed Consultant at project site. However, the Consultants deployed at project site, shall be involved in operations of the Project specific digital Dash board.
3. Consultant shall integrate inputs from various system of contractor/ PMC /EPSS consultants for effective monitoring of the project.

e. Stakeholder management:

- i. Generate a Stakeholder Management Plan and fix a frequency to review the same at regular intervals as per Project Management Plan.
- ii. Support in Senior Management reviews and approvals.

Phase II: Operate phase**a. Drawing management**

- i. Monitor availability of approved drawings from EPSS/PMC/EPC/LSTK Contractor to ensure sufficient fronts are made available for execution as per the project schedule and rolling plans. Identify any delay in drawing availability that could impact physical progress and escalate to BCGCL with suggested corrective measures.
- ii. Monitoring and forecasting priority RFC drawings required for next 3 months based on the work front availability and execution progress; Prepare a monthly look-ahead plan for engineering.
- iii. Track on a monthly basis the submission and approval status of key drawings across disciplines (Civil, Structural, MEP, Electrical, etc.), and assess whether drawing flow is aligned with site requirements and sequence of construction activities.
- iv. Define coordination protocols between EPSS/PMC/Design consultant, Sub-contractor, BCGCL and other stakeholders
- v. Coordinate with EPC/LSTK Contractor, EPSS, PMC, Design Consultant and BCGCL to streamline drawing review cycles, improve turnaround time and avoid idle resources or stranded materials due to drawing inadequacies.
- vi. Flag drawing-related risks during weekly and monthly reviews and include the same in exception reporting and progress monitoring dashboards to aid BCGCL's timely decision-making.
- vii. Organize progress review meetings with contractor/ designer for identifying bottlenecks, and suggest corrective measures.
- viii. Ensure effectiveness of Drawing management processes at engineering centres and Site.

b. War room operationalization:

- i. Support BCGCL in identifying the right profiles for staffing the project war room and establish the required cadence across the hierarchy. Clearly define roles and responsibilities for the war room staff and project management teams
- ii. Utilize the war room to track performance against the project KPIs.
- iii. Establish protocols for issue identification and resolution.

c. Schedule Management and Project review

- i. Review / refine L-2/L-3 schedule prepared by EPC/LSTK contractor (integrated schedule of Engineering, Supplies & Construction activities) in line with the best effort-based schedule.
- ii. Analyse and support in realignment of project work breakdown structure (WBS) with activities duration.
- iii. Review contractors' micro planning on weekly basis and suggest improvements – schedule crashing and proponent of certain activities, etc.
- iv. Review linkage of resource, inputs such as Drawing, Material, Manpower, Tools & Plant and provide inputs to BCGCL / PMC/ EPC contractor for changes if any, in project schedule. In case of any discrepancies, discuss the same with BCGCL & PMC/ EPC contractors and get the schedule updated on timely basis.
- v. Post review, get the same signed off from EPC contractor and BCGCL officials.
- vi. Review of Three Months Rolling plan, Monthly activity plan and look ahead / catchup plan / mitigation plan prepared by EPC contractor with BCGCL & contractor team.
- vii. Generation of Exception Reports. e.g. delays in front handover, Civil & Structural Works, Mechanical, Electrical, C&I Erection and Commissioning Activities, Deployment and Healthiness of T&Ps.
- viii. Conduct statistical analysis of historical data (e.g., trend analysis, benchmarking).
- ix. Review Schedule, monthly plan and three months rolling plan (inputted by various stakeholders) periodically at a defined frequency.
- x. Review the basis of calculating the required resource to achieve the plan (for next 3 months) both at current productivity and standard productivity.
- xi. Review the project S-curve based on the physical progress.
- xii. Review of resource mobilization by EPC contractor and advising EPC contractor / BCGCL regarding adequacy of special tools/ equipment, manpower and resources of contractor.
- xiii. Advising BCGCL regarding adequacy of manpower and resources for achieving 3 month rolling plan.
- xiv. Discuss with EPC contractors & BCGCL officials and agree timelines for mobilization of additional resources in case of shortfall.
- xv. Calculate / forecast the Time to complete basis the current productivity, standard productivity and calculate required productivity / resource to complete the project within defined timelines.
- xvi. Review the cost impact of extra work proposed / submitted by contractor (if any).
- xvii. Project Cost Control, Management & Monitoring. Monthly scheduling of fund requirement during project duration to be submitted. Prior intimation of quarterly requirements with break up against each awarded tender to be provided.
- xviii. Monitor cost over runs by providing quarterly reports if any, by comparing DFR cost VS Actual cost incurred
- xix. Prepare periodic payment status reports (monthly) against each Work Order / Packages
- xx. Identification and red flagging of critical path and near critical tasks on monthly basis.
- xxi. Identifying constraints & hold-ups for present and the next three following months.
- xxii. Close monitoring of Catch-up plan / mitigation plan of critical activities.

- xxiii. Submit Monthly analysis on “Productivity of Major / Critical Resources” deployed at site.

d. Support Management:

- ii. Report on scope of potential improvement in construction practices at site.
- iii. Submit Monthly analysis on “Productivity of Major/Critical Resources” deployed at site.
- iv. Estimate cost of delay in case of time overrun of any contract/overall project.
- v. Perform root cause analysis causing delay.
- vi. Assisting BCGCL in evaluating solutions to resolve contractual problems and site related issues.
- vii. Review of Contract Document between BCGCL, PDIL and Sub Vendor on need basis. Consultant to recommend improvement actions/benchmark practices to be under taken while Sub-contracting.
- viii. Material and equipment manufacturing/ delivery tracking – Prepare material/ equipment delivery plan and look-ahead plan as per the integrated schedule and project requirements. Monitor status of material delivery.
- ix. Review existing construction technology/equipment/processing used and benchmark/best practices against latest construction technology/ equipment/ process being used along with their benefits.
- x. Consultant shall submit a process improvement report to BCGCL on periodic basis. Implementation of such process improvement report shall be at sole discretion of BCGCL.

c. Progress reporting

- i. Monitor key activities / KPIs / milestones and analyze progress data with respect to cost, quality, and schedules.
- ii. Based on the above, the PMS shall conduct daily, weekly, and monthly progress reviews as required.
- iii. PMS shall highlight to BCGCL whether the data received from various stakeholders is adequate and suggest remedial measures in this regard, if any.
- iv. Conduct weekly, fortnightly, and monthly progress review meetings with BCGCL officials to discuss progress and key other issues.
- v. Prepare, circulate, and monitor the Minutes of Meeting (MoM) / Key takeaways from the meetings with stakeholders.
- vi. Identify and report critical path at periodic intervals as per the Project Management Plan in consultation with the Project team and other relevant stakeholders. Perform analysis of delays with specific focus on reasons such as lack of manpower, construction equipment, material etc.
- vii. Monitor the KPIs including commissioning activities and manage interfaces. Highlight the deviations to BCGCL.
- viii. Issue weekly flash reports including prevalent issues and corrective actions. Issue monthly MIS reports citing progress statistics against the plan, risks, corrective actions, and results of risk mitigation measures taken previously for all project areas.

d. Contract Management

- i. Understanding the EPSS/PMC/ EPC/LSTK Contractor contract.
- ii. Identify & Record key deliverables to BCGCL contract with EPSS/PMC/LSTK/EPC contractor along with target milestone date
- iii. Support BCGCL relevant authority for contract related communications to EPSS/PMC/LSTK/EPC Contractor for delay in work progress, replies to hinderance

- letter, imposition of penalty / withhold / retention of money for delay / quality issue in work execution
- iv. PMS shall provide guidance / handholding of BCGCL till Project Handover/till PMSs contract period
 - v. Change Management: Assist BCGCL by reviewing and reporting in analysing change in scope of EPC contractor, if any. Provide opinion on tenability of contractor's claim w.r.t. contract terms & conditions, wherever required
 - vi. Claim management: Assist BCGCL in analysing/preparing claims and counter claims on EPSS/EPC/LSTK contractor. Consultant shall provide all relevant data/ inputs to BCGCL, which shall enable BCGCL to raise & settle claims & disputes.
 - vii. Provide the delay analysis to BCGCL for the delays solely attributable due to EPSS/EPC/LSTK contractor during project execution.

e. Risk management

- i. Support BCGCL in Project risk identification, assessment and risk mitigation planning using risk assessment techniques such as FMEA etc.
- ii. Identify opportunities in terms of early schedule completion & Process improvement.
- iii. Develop & update Risk register with prioritization on monthly basis.
- iv. Review and monitor complain & hindrance register through systems / digital dashboard and check imposition of Liquidated damages / withheld, etc.
- v. Conduct risk workshops on quarterly basis to identify new risks, track and mitigate identified risks and capturing mitigation plan/status.

f. Digital System operation

- i. Operationalize dashboard for generating relevant insights for project cost & schedules and debottlenecking.
- ii. Establish smooth flow of various project documentation not limited to drawings, design documents, specification etc. in digital dashboard for monitoring and project status.
- iii. Real-time tracking of project schedules, task dependencies, progress updates, procurement tracking and automated alerts for delays or milestones.
- iv. Report the progress & other relevant details through Digital platform. The platform shall be made available to senior management commensurate with their roles and responsibilities on this Project in consultation with Project Team.
- v. Inputs for updating / modification / customization of the dashboard and related interfaces as required to accommodate all relevant changes.
- vi. Review the generated analytical models for schedule/ financial performance forecasting, and report variations/ exceptions and corrective measures.

g. VOID

h. Project Commissioning and Closure

- i. Consultant shall submit Project closure report.
- ii. Prepare and review Project closure plan on regular basis.
- iii. Consultant shall submit comprehensive learning report, capturing learning after major project phases; engineering, procurement and construction (when the major work is complete for respective phase).
- iv. Support BCGCL in preparation of commissioning checklist / procedure and schedule, detailing the list of activities to be performed.
- v. Arrange and consolidate a snag-list/punch list of contractors, prepare the punch list for EPSS consultant & support BCGCL in identifying that the rectification work/liquidation of punch points are handled timely and according to contractual obligation by contractor.

- vi. Support BCGCL personnel in ensuring that the contractor has prepared the final list of documents including the 'as built' drawings, data sheets, manuals, test records & certificates, etc.

1.3.2 Exclusions from the Scope of Work:

The following matters shall be outside the scope of the Services of the consultant:

- Supervision of activities such as Construction, testing & maintenance etc.
- Review of Quality of workmanship of authority Subcontractor/vendor/suppliers.
- Procurement or Sub-contracting on behalf of authority.
- Implementation of recommendations.
- Security/custody of authority assets & inventory.
- Legal services relating to contracting
- Executing Business Payment Transactions and taxation issues.

1.4 Team Deployment

5.0 The Consultant shall deploy sufficient and competent manpower to execute the site supervision activities for the entire plant.. All personnel shall possess the requisite professional qualifications, proven track record, and m Team deployment for Site:

5.1 A tentative estimate of **364 man-months** has been considered for site supervision activities. The category-wise break-up is indicated below:

SI No.	Description of Manpower	Experience	Tentative man months
1.	Project Director (1 No.)	Min. 15 years of experience in Chemical/Fertilizers/Coal Gasification/power plants/infrastructure/Refinery and completed at-least 1 project as Project Director/Head.	54
2	Commercial Manger (1No.)	Min. 5 years of experience in Contract management and have consultancy experience.	54
3	Project Manager for LSTK Packages (2 Nos)	Min. 5 years of experience in Project Management in Chemical/Fertilizers/Coal Gasification / power plants/infrastructure/Refinery and have consultancy experience and completed at-least 1 project as Project Manager. Project Manager should have adequate experience in Project scheduling*.	96
4	Project Manager for OSBL Pkg and EPSS (1 No)	Min. 5 years of experience in Construction/Execution of projects in respective area.	48
5	Technical Leads in areas like Mechanical, Electrical, Civil, Instrumentation (4 Nos)	Min. 5 years of experience in Construction/Execution of projects in respective area.	160

* "Scheduling experience" shall mean demonstrated expertise in developing, updating, and maintaining project schedules using recognized planning tools such as Primavera, MS Project, or equivalent. This includes preparation of baseline schedules, progress monitoring, critical path analysis, resource loading, and reporting to ensure alignment with overall project timelines and milestones.

Notes:

1. The above is the tentative requirement; the Consultant shall deploy additional personnel as necessary to ensure timely and effective execution of site supervision services, if required.
2. Replacement of any key personnel shall be subject to prior approval of the Employer/Client and must meet or exceed the specified qualification and experience requirements.
3. All positions are full-time, site-based assignments unless otherwise approved in writing by the Employer/Client.

1.5 TIME SCHEDULE

The contract period / project completion schedule shall be 54 months from the date of issuance of Letter of Acceptance (LOA).

1.6 Other Conditions

1. Consultant shall finalise a DELIVERABLE & KPIs PLAN based on above scope of work, with authority within 30 days from the date of LOA (Letter of Award). The DELIVERABLE & KPIs PLAN shall be subjected to authority approval. The DELIVERABLE & KPIs PLAN shall be reviewed and revised on quarterly basis by authority/Consultant.
2. In case of absence of deployed personals, Consultant shall intimate in advance and shall ensure the replacement of the personal with sufficient overlap period
3. Consultant shall be liable to execute the agreed Key Deliverables, in variable of the availability of manpower at site.
4. The team deployed by the consulting firm shall abide by all Safety Rules and Guidelines of BCGCL and ensure the usage of proper Personal Protection Equipment (PPEs) while visiting the project sites. PPE and safety kit to be arranged by consultant for their deployed team on it's own.
5. Consultant shall procure and handover one license of MS Project to each authority project site. Consultant shall also provide basic training of 30 man-days to authority representatives, who shall be working on MS Project.
6. BCGCL shall review the performance of consultant on half yearly/yearly basis, based on KPIs reflecting on agreed deliverables
7. BCGCL shall provide workspace (A/C) at project site office / BCGCL office to the consultant free of cost
8. Internet shall be provided by BCGCL free of cost.
9. The team proposed to be deployed shall remain unchanged during the whole period of contract and extension (if any), unless under unavoidable circumstances. In such a situation, whether during the contract execution period or during the bidding process, the change will only be permitted with the prior written consent of Authority, based on credentials of new members furnished. The new member/s proposed to be deployed shall also meet the minimum experience as defined in the tender document.
10. After Completion of Contract period, consultant shall handover all the worksheets, reports, framework, dashboard and records to Authority site office. The consultant shall ensure that all project data and deliverables include detailed audit trail for compliance and traceability.



11. All Statutory Compliance (as applicable) for execution of this scope of work, shall be in the scope of Consultant. No Extra charges shall be made by Authority against any statutory compliance.
12. Consultant may have to visit BCGCL or project site for presentation / follow-ups. On instruction Consultant shall visit any other location other than BCGCL office / Project site, transportation (including local transportation) and accommodation charges of the consultant shall be reimbursed at actuals on submission of documentary proof. Approval from BCGCL / relevant Authority to be obtained for such travel, of consultant or representative of consultant company.



TENDER NO.: BCGCL/ PROJECTS/PMS/26/001

VOLUME-VII

FORMS

AND

PROCEDURES

**BHARAT COAL GASIFICATION & CHEMICALS
LIMITED**

FORMS & PROCEDURES

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Form No: F-01 (Rev 00)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,

MD Office, 4th Floor, BHEL Sadan,

Film City, Noida

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Coal Gasification & Chemicals Limited, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc., issued in respect of the Tender documents by BCGCL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Special Conditions of Contract
5. General Conditions of Contract
6. Forms and Procedures

Should our Offer be accepted by BCGCL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BCGCL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:



DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);
Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Place:

Enclosed: Copy of Valid Power of Attorney



Form No: F-03 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Coal Gasification & Chemicals Limited, in connection with.....

.....vide

Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public



DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida
Dear Sir,

Sub : Declaration by Authorized Signatory regarding Authenticity of submitted documents.

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Coal Gasification & Chemicals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying /supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BCGCL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Coal Gasification & Chemicals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Place:



Form No: F-05 (Rev 00)

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);
Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BCGCL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

Date:

Place:



Form No: F-06 (Rev 00)

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BCGCL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:



Form No: F-07 (Rev 00)

DECLARATION FOR RELATION IN BCGCL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);
Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

Dear Sir,

Sub : **Declaration for relation in BCGCL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BCGCL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BCGCL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BCGCL and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BCGCL Management comes to know at a later date that the information furnished by the Bidder is false, BCGCL reserves the right to take suitable action against the Bidder/Contractor.



Form No: F-08 (Rev 00)

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BCGCL, is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BCGCL against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BCGCL.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BCGCL.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

Place:

Form No: F-09 (Rev 00)

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BCGCL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

**FORMAT FOR SEEKING CLARIFICATION**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl. No	Reference clause of Tender Document	Existing provision	Bidder's query	BCGCL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)

Date:

Place:

Form No: F-11 (Rev 00)**ANALYSIS OF UNIT RATES QUOTED**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

_____ (Write Name and Designation of Officer of BCGCL inviting the Tender);

Bharat Coal Gasification & Chemicals Limited,
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref: Tender Specification No:

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SI. No.	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	TOTAL	100%	

Yours faithfully,

Date:

Place:

(Signature, Date & Seal of Authorized Representative of the Bidder)

CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

SL. NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETED	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NOTES:

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.
2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.
3. BCGCL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

Date :

Place:

(Signature Name, Designation & Seal of Bidder)

CONTRACT AGREEMENT

BHARAT COAL GASIFICATION & CHEMICALS LIMITED

(JV of M/S CIL & M/S BHEL)
MD Office, 4th Floor, BHEL Sadan,
Film City, Noida

AGREEMENT NO. _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF AWARD NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BCGCL OFFICER)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____ between BHARAT COAL GASIFICATION & CHEMICALS LIMITED (JV of M/S CIL and M/S BHEL) a company registered under the Companies Act 1956 and having its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Orissa (India) (herein after called BCGCL) of the ONE PART.

AND

M/s _____ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----And Whereas in response to an Invitation to Tender No. ----- issued by BCGCL for execution of ----- the contractor submitted their offer No.----- dated ----- And whereas BCGCL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Award No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Award dated -----and such other instructions, Drawings, Specifications given to him from time to time by BCGCL.
2. The Contractor is required to furnish to BCGCL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs. ----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished to BCGCL Security Deposit in the following form;
 - a) Cash portion of EMD of Rs.----- submitted vide _____ has been retained as part of SD.
 - b) Rs. _____ in the form of cash/ approved Securities.
 - c) Bank Guarantee bearing no.-----dated -----for a sum of Rs. -----executed by ----- in favour of BCGCL towards Security Deposit valid up to -----
4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BCGCL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BCGCL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. ---

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BCGCL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BCGCL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BCGCL in accordance with this Agreement the Contractor hereby covenants and undertakes with BCGCL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BCGCL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BCGCL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BCGCL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of Award has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BCGCL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.
13. That BCGCL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BCGCL from time to time in respect of consumables supplied by BCGCL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BCGCL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BCGCL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

16. The following documents

a) Invitation to Tender No-----and the documents specified therein.

b) Contractor's Offer No----- dated-----

c) _____

d) _____

e) _____

f) Letter of Award No_____ dated_____

g) _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BCGCL)

SN.	Description of Work	Unit of Measurement	Unit Rate	Planned		Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)		Achieved		Shortfall attributable to BCGCL w.r.t Plan (as per Col. 3 of Part-D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
				(QTY Planned for the month as per Part -C of last month)		B		C		D		E=A+B-C-D		
(a)	(b)	(c)	(d)	A		B		C		D		E=A+B-C-D		
				Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
	Value of Other Items not mentioned above but planned to be executed in this month													
Total				ΣA		ΣB		ΣC		ΣD		ΣE		

PART- A: Contd.....

Note 1: In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month' as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BCGCL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.

Note 2: Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BCGCL" for the month = $[(\Sigma E - \Sigma B) / (\Sigma A - \Sigma D)] \times 100$

In case, $(\Sigma E - \Sigma B)$ is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)

Bank Guarantee No.....

Date.....

To

BHARAT COAL GASIFICATION & CHEMICALS LIMITED

Power Sector

Eastern Region,

DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/ Notice Inviting Tender No.....¹ (Tender Conditions), M/s. having its registered office at² (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....³ invited by M/s Bharat Coal Gasification & Chemicals Limited a company registered under the Companies Act 1956 and having its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Orissa (India) through its Unit at Bharat Coal Gasification & Chemicals Limited, Power Sector Eastern Region, DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁴ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank]_____ having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ⁴(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

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

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

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)

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

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ⁶ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁴.....
- b) This Guarantee shall be valid up to⁵
- c) Unless the Bank is served a written claim or demand on or before _____⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)

- 1 Details of the Invitation to Bid/ Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 BG Amount in words and Figures
- 5 Validity Date
- 6 Date of Expiry of Claim Period

Note:

1. Bidders are advised that expiry of claim period may be kept 6 months after validity date.
2. The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Vendor/ Contractor/ Supplier/ Bank issuing the guarantee.
3. **In Case of Bank Guarantees submitted by Foreign Vendors.**
 - a. **From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/ city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
 - b.1 In such cases, Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BCGCL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favor of the Indian Bank's (BCGCL's Consortium Bank) branch in India. All charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Coal Gasification & Chemicals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) a company registered under the Companies Act 1956 and having its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Orissa (India) through its Unit at Bharat Coal Gasification & Chemicals Limited having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____¹ (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____² valued at Rs.³ (Rupees -----)³ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁵ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁴
- b) This Guarantee shall be valid up to⁵
- c) Unless the Bank is served a written claim or demand on or before _____⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ ADDRESS OF THE VENDOR/ CONTRACTOR/ SUPPLIER.
² DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

- 3 CONTRACT VALUE
- 4 BG AMOUNT IN FIGURES AND WORDS
- 5 VALIDITY DATE
- 6 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date..
2. The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Vendor/ Contractor/ Supplier/ Bank issuing the guarantee.
3. **In Case of Bank Guarantees submitted by Foreign Vendors.**
 - a. **From Nationalized/ Public Sector/ Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/ city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BCGCL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BCGCL's Consortium Bank) branch in India. All charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

B.G. NO.

Date

In consideration of Bharat Coal Gasification & Chemicals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) a company registered under the Companies Act 1956 and having its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Orissa (India)¹ having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only)⁵.

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.
- d) We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for_____(indicate the name of the Bank)____

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Coal Gasification & Chemicals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BCGCL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BCGCL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Coal Gasification & Chemicals Limited, a company registered under the Companies Act 1956 and having its registered office at Bandhabahal Old PO Belpahar, BIT Colony, MCL Lakhanpur, Jharsuguda-768211, Orissa (India)

(Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor , the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of
M/s xxxxxxxxxxxxxxxxx

Witness:

- 1.
- 2.



TENDER NO.: BCGCL/
PROJECTS/PMS/26/001

VOLUME-VIII
Schedule
of
Rates (SOR)

Schedule of Rates (SOR) with Weightage for Price bid for total scope of work

S.No.	Area	UoM	Qty	Unit rate Weightage
1	Deployed Manpower Requirement			
1.1	Project Director	Man-month	54	0.003005921
1.2	Commercial Manger	Man-month	54	0.002504934
1.5	Project Manager for LSTK-3 and LSTK-4	Man-month	96	0.002504934
1.6	Project Manager for OSBL Pkg and EPSS	Man-month	48	0.002504934
1.7	Technical Leads in areas like Mechanical, Electrical, Civil, Instrumentation	Man-month	160	0.002003947
2	Digital Dash Board			
2.1	Implementation of Digital Dashboard	Nos.	1	0.00928968
2.2	Monthly Maintenance of digital Dashboard (No. of Months)	Month	52	0.000226578

Note:

1. Calculation shall be done up to two decimal points and without rounding-off.
2. The rates will be valid till the entire scope of the work is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract and extension if any, other than Price variation Compensation (PVC) during Extension period.
3. Modality of award to be referred.