



**NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND
PIPE RACK STRUCTURE AT
HURL- SINDRI & HURL- BARAUNI**



NIT NO. : EM251/EM270-PNPM-S&B/204

AMENDMENT-1, DATED: 31.08.2018

SL. NO.	REFERENCE OF BIDDING DOCUMENT		
	CLAUSE NO./ PART/SEC.	EXISTING CLAUSE	AMENDED CLAUSE
1.	Clause 3.1 of ITB (NEW ENTRY)	-	<p><u>New Clause 3.1 has been added:</u></p> <p>Present NIT intends to engage Contractor(s) for Construction of Bagging Plant for product Urea and Structural Pipe Rack for Ammonia- Urea Fertilizer Plant At Hurl- Sindri & Hurl- Barauni units respectively.</p> <p>The Documents covered under Commercial Terms & Conditions (Part-I of NIT) viz. Instructions to Bidders (ITB), General Conditions of Contract (GCC) and Special Conditions of Contract shall be common for both the HURL's Units (i.e. Barauni and Sindri units).</p> <p>However, the Technical Specifications (Part-II of NIT) and Schedule of Rates (SoR)- Section 5 & 6 of Part II Technical) are specific to respective HURL's Units.</p>
2.	Clause 6.2 of ITB	The " Effective Date of Contract " shall be the date of issuance of LOI (Letter of Intent) by the Owner	The " Effective Date of Contract " shall be the date of issuance of LOI (Letter of Intent) by the Owner/ Consultant .
3.	Clause 9.2.1 of ITB	The Bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration. No deviation, whatsoever, is permitted by the Owner to the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Employer. Bidders are required to	The Bidders are advised that while making their Bid and quoting prices, all conditions may appropriately be taken into consideration. Any deviation, whatsoever, is not permitted by the Owner to the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if



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		certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the owner by submitting the 'No Deviation Certificate' as per Annexure-1.3 in the tender documents. In case the Certificate as per Annexure-1.3 duly signed and stamped is not furnished, the bid shall be rejected.	any, issued by the Employer. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the owner by submitting the ' No Deviation Certificate(s) ' in the tender documents. (Refer No Deviation Certificate Annexure-1.3A (Sindri) and Annexure-1.3B (Barauni). In case of bid for one site, kindly fill and submit the applicable annexure for that site only. In case these Certificate(s) are not furnished, the bid shall be rejected.
4.	Clause 13.3 of ITB	Prior to the detailed evaluation, the Owner/ Consultant will determine the substantial responsiveness of each Bid with reference to the bidding documents. For purpose of this article a substantially responsive Bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The Owner/Consultant's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.	Prior to the detailed evaluation, the Owner/Consultant will determine the substantial responsiveness of the bids, in line with clause 20.0 of ITB.
5.	Clause 15.4 of ITB	15.4 The Bidders shall quote in their proposals, the firm price for the entire scope of work as per Schedule of Prices, (Refer Section-5.0 and Section-6.0 of Part-II, Technical), inclusive of all taxes, duties, levies etc. except GST as applicable.	15.4.1 Eligible Bidders, as per given Pre qualification Criteria, may opt to quote, with proper EMD(s), for both or any of the HURL's Units (i.e. Barauni and Sindri) . In this regard, the Bidder shall give their



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		<p>The total payment towards GST to be made by the owner under the contract shall be limited to the amount to be derived by considering the GST rate indicated by the bidder in their price bid. GST shall be paid/reimbursed at actual on submission of the GST invoice limited to their quote for GST.</p>	<p>declaration as per the Annexure-1.1 (Tender acceptance letter). 15.4.2 The Bidders shall quote in their proposals, the firm price for the entire scope of work as per Schedule of Prices, (Refer Section-5.0 (SOR Part A) or/and Section-6.0 (SOR Part B) of Part-II, Technical (as the case may be)), inclusive of all taxes, duties, levies including BOCW cess etc. except GST as applicable. GST amount will be quoted separately, in the space provided for GST in Summary of SOR, which will be reimbursed at actual by the owner limited to the GST amount quoted by the bidder in their price bid. GST shall be paid/reimbursed at actual on submission of the GST invoice limited to their quote for GST in the price bid.</p>
6.	Clause no. 19.1 of ITB	The Prices/Rates shall include all taxes & duties, levies etc. including but not limited to custom duty, personnel and corporate tax, except GST. GST amount will be paid extra at actual by the owner limited to the GST amount quoted by the bidder in their bid.	The Prices/Rates shall include all taxes & duties, levies, BOCW Cess (if any) etc. including but not limited to custom duty, personnel and corporate tax, except GST. GST amount will be paid extra at actual by the owner limited to the GST amount quoted by the bidder in their price bid.
7.	Clause 20.3.1 of ITB	The owner's determination of bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid:- a. Meets the "Pre-Qualification Criteria" of the	The owner's determination of bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid:- a. Meets the "Pre-Qualification Criteria" of the



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		Bidding Documents; b. Has been properly signed; c. Is accompanied by the required 'Earnest Money'; d. Is substantially responsive to the requirements of the Bidding Documents; and e. Provides any clarification and/or substantiation that the Owner may require to determine responsiveness pursuant to Clause-20.3.2 of this ITB	Bidding Documents; b. Has been properly signed; c. Is accompanied by the required 'Earnest Money, No Deviation Certificate and Integrity Pact d. Is substantially responsive to the requirements of the Bidding Documents; and e. Provides any clarification and/or substantiation that the Owner may require to determine responsiveness pursuant to Clause-20.3.2 of this ITB.
8.	Clause 21.1 of ITB	...The Bidder shall submit Bid Security / EMD in physical form only at the address mentioned at Clause 9.2.3 of Instruction to Bidders.	...The Bidder shall submit Original Bid Security / EMD along with the No deviation Certificate and Integrity Pact , in physical form, only at the address mentioned at Clause 9.2.3 of ITB
9.	Clause 21.4 (Section-II: Technical and Commercial Bid) of ITB	v. No Deviation Certificate as per Annexure-1.3 viii. Deployment Schedule of Supervisory Personnel as per Annexure-1.6 ix. Deployment Schedule of Construction Equipment as per Annexure-1.7 x. Details of Equipment Proposed to be used for this work as per Annexure-1.8 xix. Price confirmation copy - A Photocopy of the Schedule of Prices, to be submitted strictly as per Section-5.0 and Section- 6.0 of Part-II, Technical,	v. No Deviation Certificate as per Annexure-1.3 A and Annexure-1.3 B, as applicable viii. Deployment Schedule of Supervisory Personnel as per Annexure-1.6 A and Annexure-1.6 B, as applicable. ix. Deployment Schedule of Construction Equipment as per Annexure-1.7 A and Annexure-1.7 B, as applicable x. Details of Equipment Proposed to be used for this work as per Annexure-1.8 A and Annexure-1.8 B, as applicable



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		prices being blanked out and in place indicating “Quoted” against each head, shall be submitted duly signed and stamped	xix. Price confirmation copy - A Photocopy of the Schedule of Prices, to be submitted strictly as per Section-5.0 (SOR Part A) or/and Section- 6.0 (SOR Part B) of Part-II, Technical, (as the case may be) prices being blanked out and in place indicating “Quoted” against each head, shall be submitted duly signed and stamped
10.	Clause 21.5.3 of ITB	Prices must be strictly filled in format for “Schedule of Rates as per Section-5.0 and Section-6.0 of Part-II, Technical” enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case Bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder.	Prices must be strictly filled in format for “Schedule of Rates as per Section-5.0 (SOR Part A) or/and Section-6.0 (SOR Part B) of Part-II, Technical” (as the case may be) enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case Bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder.
11.	Clause 21.6 of ITB	The Priced Bid shall also indicate total prices in figures as well as in words. The prices should be strictly quoted as specified in Section-5.0 and Section- 6.0 of Part-II, Technical otherwise the Bid may be rejected. The priced Bid containing any comments, remarks, conditions deviations etc, which is not indicated in the Technical and Commercial Bid, is liable to be rejected.	The Priced Bid shall also indicate total prices in figures as well as in words. The prices should be strictly quoted as specified in Section-5.0 (SOR Part A) or/and Section- 6.0 (SOR Part B) of Part-II, Technical (as the case may be) otherwise the Bid may be rejected. The priced Bid containing any comments, remarks, conditions deviations etc, which is not indicated in the Technical and Commercial Bid, is liable to be rejected.
12.	Clause 21.7 of ITB	Bidders shall indicate the PERCENTAGE RATE ABOVE (+) OR BELOW (-) on the Estimated Amount provided in the Summary of Schedule of	Bidders shall indicate the PERCENTAGE RATE ABOVE (+) OR BELOW (-) on the Estimated Amount provided in the Summary of Schedule of



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		Rates. The Quoted Percentage indicated by the bidder should be strictly quoted as specified in Section-5.0 and Section-6.0 of Part-II, Technical; otherwise the bid may be rejected.	Rates. The Quoted Percentage indicated by the bidder should be strictly quoted as specified in Section-5.0 (SOR Part A) or/and Section-6.0 (SOR Part B) of Part-II, Technical (as the case may be); otherwise the bid may be rejected.
13.	Clause no. 23.3.2 of ITB	The evaluation of the priced Bids shall be done as described under Clause No. 31.0 of the ITB.	The evaluation of the priced Bids shall be done as described under Clause No. 30.0 of the ITB.
14.	Clause no. 24.0 (v) of ITB	-	<u>New Clause 24.0 (v) has been added:</u> 24.0 (v) In case of any difference in the Quoted Percentage in Figures and in Words, the Percentage Quoted in Words shall prevail.
15.	Clause 26.0 of ITB	Bidder may be given a chance to furnish supplementary price bid indicating the price implication in view of final amendment, if any. The price implication (positive/negative) shall be given in the Section-5S and Section-6S of Part-II, Technical. Section-5S and Section-6S of Part-II, Technical shall be the exact replica of Section-5 and Section-6 of Part-II, Technical, SCHEDULE OF RATES super scribed as SUPPLEMENTARY PRICE BID. The same shall be considered for the purpose of evaluation. OWNER/ CONSULTANT's decision in this regard shall be final and binding on the bidders.	The price implication (positive/negative) shall be given in the prescribed Format, to be provided along with the request letter for submission of supplementary Price (to be intimated later as per requirement) super scribed as "SUPPLEMENTARY PRICE BID for NIT No.:.....". The same shall be considered along with the original price bid for the purpose of evaluation. OWNER/ CONSULTANT's decision in this regard shall be final and binding on the bidders.
16.	Clause no. 29.0 of ITB	The price quoted by the Contractor shall be fixed & firm and shall be valid until completion of the Contract, pursuant hereto and shall not be subject to	The price quoted by the Contractor shall be fixed & firm and shall be valid until completion of the Contract, pursuant hereto and shall not be subject to



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		variation / escalation on any account except as otherwise specifically provided in the Contract documents. The rates shall include all taxes & duties, levies etc. except GST. GST shall be paid extra at actual.	variation / escalation on any account except as otherwise specifically provided in the Contract documents. The rates shall include all taxes & duties, levies BOCW Cess (if any) etc. except GST. GST shall be paid extra at actual by the owner limited to the rate quoted by the bidder in the price bid.
17.	Clause 30.1.4 of ITB	The comparison shall be on the basis of Total Evaluated Cost derived by Quoted Percentage (Above or Below) in the SUMMARY OF SCHEDULE OF RATES (Section-5.0 & Section- 6.0 of Part-II, Technical) corrected pursuant to Clause No. 24.0 of the ITB. The Owner's evaluation will also include the costs resulting from application of the evaluation procedures described in ITB Clause 30.2. Any adjustments in price that result from the below procedures as per ITB Clause 30.2 shall be added, for the purposes of comparative evaluation only.	The comparison shall be on the basis of Summation of the Total Evaluated cost (in accordance to Clause No. 24.0 of the ITB) derived by Quoted Percentage (Above or Below) in the SUMMARY OF SCHEDULE OF RATES (Section-5.0 & Section- 6.0 of Part-II, Technical) taken together with Supplementary Schedule of Prices (SP), if any, in line with clause 26 above. The Owner's evaluation will also include the costs resulting from application of the evaluation procedures described in ITB Clause 30.2. Any adjustments in price that result from the below procedures as per ITB Clause 30.2 shall be added, for the purposes of comparative evaluation only.
18.	Clause 30.3 of ITB (NEW ENTRY)	-	<u>New Clause 30.3 has been added:</u> Techno-commercial un-priced bids for both HURL's Units shall be opened on the same day and evaluation for both HURL's Units shall be taken up simultaneously. Supplementary price bids, if required based on techno-commercial evaluation may be invited as per



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			<p>Clause 26 above.</p> <p>The price bids and supplementary price bids (if any) for the Techno-commercially suitable Bids for both HURL's Units shall be opened on the same day. The Award(s) shall be made Unit wise.</p> <p>Process of selection of Bidder for award shall be taken up for Barauni Unit first, followed by Sindri unit. The bidder who has been selected for award in Barauni unit shall be considered for award in Sindri Unit only if found eligible in terms of Prequalification Criteria.</p> <p>The bid of such bidder, who is not found to be eligible for award in subsequent Unit, shall be used for reference purpose only.</p> <p>Selection of bidder for award</p> <p>The lowest evaluated price as worked out from above evaluation process shall be the basis for selection of Bidder as further detailed below:</p> <p>30.3.1 For Barauni Unit/ Project</p> <p>In the event the Price quoted by evaluated L1 Bidder is not acceptable, the Owner reserves the right;</p> <ol style="list-style-type: none">to hold negotiations with the evaluated L1 bidder.to obtain the best reduced prices from all the eligible bidders for Barauni, in case the negotiated price with L1 bidder is not acceptable to Owner. Evaluated L1 bidder



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			<p>shall again be determined on the basis of best reduced prices, following the above mentioned evaluation Process as per clause 30.0 of ITB.</p> <p>30.3.2 For Sindri Unit/ Project After selection of a bidder for award of Barauni Unit, eligibility of his bids for Sindri Unit will be determined in terms of PQ provisions.</p> <p>The bid of such bidder, who is not found to be eligible for award in subsequent Unit, shall be used for reference purpose only.</p> <p>The process for determining lowest evaluated Price and final Selection of CONTRACTOR shall be same as detailed for Barauni Unit under Clause 30.3.1 above.</p>
19.	Clause 31.0 of ITB	The Bidder shall quote firm rate in the “Schedule of Rates (Section-5.0 & Section-6.0 of Part-II, Technical)” . Firm rate shall not be subject to any escalation on any account. Bids with variable prices shall be disqualified	The Bidder shall quote firm rate in the “Schedule of Rates (Section-5.0 (SOR Part A) or/and Section-6.0 (SOR Part B) of Part-II, Technical (as the case may be)” . Firm rate shall not be subject to any escalation on any account. Bids with variable prices shall be disqualified
20.	Clause 34.2 of ITB	After selection, Letter of Intent s (“LOIs”) as per mode of contracting shall be released by the OWNER to the selected Bidder. The selected bidder will return the duplicate copy duly signed & stamped as token of acceptance within 15 days.	After selection, Letter of Intent s (“LOIs”) as per mode of contracting shall be released by the OWNER/CONSULTANT to the selected Bidder. The selected bidder will return the duplicate copy duly signed & stamped as token of acceptance within 15 days.



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21.	Clause no. 34.4 of ITB (NEW ENTRY)	-	<p><u>New Clause 34.4 has been added:</u></p> <p>34.4 Precedence for Award of contract:</p> <p>The Award(s) shall be made Unit wise. Process of selection of Bidder for award shall be taken up for HURL, Barauni Unit first, followed by HURL, Sindri. The bidder who has been selected for award for HURL's Unit (Barauni) shall be considered for award in subsequent Unit (Sindri), only if found eligible in terms of Prequalification Criteria. The bid of such bidder, who is not found to be eligible for award in subsequent Unit, shall be used for reference purpose only.</p>
22.	Clause 35.2 of ITB	Within Thirty (30) days of receipt of the CONTRACT, the successful Bidder shall sign and date the Contract Agreement and return it to the OWNER. Cost of execution of the Contract, including payment of stamp duty thereon, shall be borne by the Bidder.	<p>Within Thirty (30) days of receipt of the CONTRACT, the successful Bidder shall sign and date the Contract Agreement and return it to the OWNER. Cost of execution of the Contract, including payment of stamp duty thereon, shall be borne by the Bidder.</p> <p>The successful Bidder shall provide 10 DVDs of scanned signed Contract Agreement apart from 3 sets of Original Contract Agreement.</p>
23.	Clause no. 37.2 of ITB	Failure of the successful Bidder to comply with the requirement of Clause 38.1 hereof shall constitute sufficient grounds for forfeiture of Bid Security/EMD without prejudice to its rights and remedies as set forth in this NIT or otherwise in law.	Failure of the successful Bidder to comply with the requirement of Clause 37.1 hereof shall constitute sufficient grounds for forfeiture of Bid Security/EMD without prejudice to its rights and remedies as set forth in this NIT or otherwise in law.



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24.	Article : 1 (w) of GCC	“ Work Order/Contract Price ” means the price payable to the Supplier under Purchase Order for the full and proper performance of his contractual obligations.	‘ TOTAL CONTRACT PRICE ’ or ‘ CONTRACT PRICE ’ or “ LUMP SUM PRICE or CONTRACT VALUE ” shall mean the total price (including Duties, Cesses, Levies etc but excluding GST) payable to the CONTRACTOR for the full and proper performance of its contractual obligations under the CONTRACT.
25.	Article: 3 of GCC (NEW ENTRY)	-	<u>New Clause: Article 3 (d) has been added:</u> d. CONTRACT PRICE is inclusive of all duties, Levies, Cess, Custom Duty etc. but excluding GST, as applicable.
26.	Article : 24 (e) of GCC	e. Owner will be taking storage / erection policy.–The contractor at his own cost shall arrange, secure and maintain all insurance that may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all points including accident insurance in the joint names of contractor and the owner. Contractors All Risk Insurance Policy covering a) fire & lightening / lighting, b) accident damage during construction for example due to dropping or falling or defective workmanship and materials, lack of skill, negligence, malicious act or human error, c) water damage, flood, storm, tempest inundation, earthquake, d) Collapse, collisions, impact e) theft and burglary, malicious damage f) subsidence, land slide, rock slide. The period of insurance cover shall be from commencement of work upto completion and handing over of the work to the owners. The sum insured	e.The contractor at his own cost shall arrange, secure and maintain all insurance that may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all points including accident insurance in the joint names of contractor and the owner. Contractors All Risk Insurance Policy covering a) fire & lightening / lighting, b) accident damage during construction for example due to dropping or falling or defective workmanship and materials, lack of skill, negligence, malicious act or human error, c) water damage, flood, storm, tempest inundation, earthquake, d) Collapse, collisions, impact e) theft and burglary, malicious damage f) subsidence, land slide, rock slide. The period of insurance cover shall be from commencement of work upto completion and handing over of the work to the owners. The sum insured should represent the completed value of work done



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		should represent the completed value of work done including cost of all materials etc.	including cost of all materials etc.
27.	Clause no. 24.0 of SCC	Defect Liability Period shall be 12 months from the date of certified Final completion of Substation work.	Defect Liability Period shall be 12 months from the date of certified Final completion.
28.	Clause 5 of SCC (Para 3)	The Prices / Rates quoted by the Contractor shall be inclusive of all labour, materials, tools and tackles necessary for executing the work and all other miscellaneous expenditure for/or incidental tools in connection with the execution of the contract including but not limited to all taxes & duties, custom duty, personnel and corporate tax etc. except GST. GST which will be paid extra as actual by the owner limited to the amount quoted by the bidder.	The Prices / Rates quoted by the Contractor shall be inclusive of all labour, materials, tools and tackles necessary for executing the work and all other miscellaneous expenditure for/or incidental tools in connection with the execution of the contract including but not limited to all taxes & duties, custom duty, personnel and corporate tax etc. except GST. GST which will be paid extra as actual by the owner limited to the amount quoted by the bidder. If any bidder does not indicate both GST rate and GST charges in the Summary of SOR/ Price Schedule by stating NIL / Blank / Not Applicable / NA, GST @ 18% shall be loaded in their quoted price for the purpose of evaluation for such bidder. GST shall be paid/ reimbursed to such bidder at actual on submission of the GST invoice limited to the aforementioned 18% GST rate, considered for the purpose of evaluation, in case of award.
29.	ANNEXURE-1.5 of NIT: Current Commitments	-	Please find attached revised sheet at the end.



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30.	Annexure 1.26 of NIT: List of Approved Banks for Submission of Bank Guarantee	-	Please find attached sheet at the end.
31.	ANNEXURE-1.15 of NIT: Format of Contract Agreement	-	Please find the revised sheet at the end.

**PROJECT MANAGER
PDIL, NOIDA**

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SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

SL. NO.	DESCRIPTION OF WORK	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION PERIOD	% AGE COMP. AS ON DATE	EXPECTED DATE OF COMPLETION	REMARKS

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

LIST OF APPROVED BANKS FOR SUBMISSION OF BANK GUARANTEE

A	SBI AND ASSOCIATES
1	State Bank of India
2	State Bank of Bikaner & Jaipur
3	State Bank of Hyderabad
4	State Bank of Mysore
5	State Bank of Patiala
6	State Bank of Travancore
B	NATIONALISED BANKS
1	Allahabad Bank
2	Andhra Bank
3	Bank of India
4	Bank of Maharashtra
5	Canara Bank
6	Central Bank of India
7	Corporation Bank
8	Dena Bank
9	Indian Bank
10	Indian Overseas Bank
11	Oriental Bank of Commerce
12	Punjab National Bank
13	Punjab & Sind Bank
14	Syndicate Bank
15	Union Bank of India
16	United Bank of India
17	UCO Bank
18	Vijaya Bank
19	Bank of Baroda
20	Bhartiya Mahila Bank
C	SCHEDULED PRIVATE BANKS (INDIAN BANKS)
1	Catholic Syrian Bank

2	City Union Bank
3	Dhanlaxmi Bank Ltd
4	Federal Bank Ltd
5	Jammu & Kashmir Bank Ltd
6	Karnataka Bank Ltd
7	Karur Vysya Bank Ltd
8	Lakshmi Vilas Bank Ltd
9	Nainital Bank Ltd
10	Kotak Mahindra Bank
11	Ratnakar Bank Ltd
12	South Indian Bank Ltd
13	Tamilnad Mercantile Bank Ltd
14	ING Vysya Bank Ltd
15	Axis Bank Ltd
16	IndusInd Bank Ltd
17	ICICI Bank
18	HDFC Bank Ltd
19	DCB Bank Ltd
20	Yes Bank Ltd
D	SCHEDULED PRIVATE BANKS (FOREIGN BANKS)
1	Abu Dhabi Commercial Bank Ltd
2	Bank of America NA
3	Bank of Bahrain & Kuwait B.S.C
4	Mashreq Bank p.s.c
5	Bank of Nova Scotia
6	Crédit Agricole Corporate and Investment Bank
7	BNP Paribas
8	Barclays Bank
9	Citi Bank N A
10	Deutsche Bank A G

LIST OF APPROVED BANKS FOR SUBMISSION OF BANK GUARANTEE

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

41	Westpac Banking Corporation
42	Woori Bank
43	The Royal Bank of Scotland N.V. 44. Doha Bank Qsc
E	OTHER PUBLIC SECTOR BANKS
45	IDBI Bank Ltd

ANNEXURE 1.1
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

NIT No: _____

Name of Tender/Work:-

Applying for Sindri

Applying for Barauni.

(Kindly tick the check box for the HURL site for which the bidder intent to quote..)

Dear Sir,

1. I / We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I/ we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / we hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,

Signature of Bidder with Seal :

Name :

Date :

Email Address :

Contact Number :

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

NO DEVIATION CERTIFICATE
DECLARATION

Annexure: 1.3 A (SINDRI)

1. With reference to our Bid Proposal No. dated for **BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY, TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL-BARAUNI** we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and **we declare that we have not taken any deviation / exceptions in this regards FOR JOB AGAINST SINDRI SITE.**

2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

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

NO DEVIATION CERTIFICATE
DECLARATION

Annexure: 1.3 B (BARAUNI)

1. With reference to our Bid Proposal No. dated for **BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY, TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL-BARAUNI** we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and **we declare that we have not taken any deviation / exceptions in this regards FOR JOB AGAINST BARAUNI SITE.**

2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

	NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI DEPLOYMENT SCHEDULE FOR SUPERVISORY PERSONNEL (SINDRI)	EM251/EM270-PNPM-S&B/ 204/ Annex-1.6A	0	
		DOC. NO.	REV.	
		Page 20 of 29		

ANNEXURE: 1.6 A (SINDRI)

SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE																TOTAL
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	
1	PROJECT MANAGER																	
2	CONSTRUCTION MANAGER																	
3	PLANNING ENGINEER																	
4	ELECTRICAL ENGINEER																	
5	CIVIL & STRUCTURAL ENGINEER																	
6	SUPERVISORS																	
7	ADMINISTRATION MANAGER																	
8	WAREHOUSE PERSONNEL																	

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

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

	NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI	EM251/EM270-PNPM- S&B/ 204/ Annex-1.6B	0	
		DOC. NO.	REV.	
		Page 21 of 29		
DEPLOYMENT SCHEDULE FOR SUPERVISORY PERSONNEL (BARAUNI)				

ANNEXURE: 1.6 B (BARAUNI)

SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE																TOTAL
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	
1	PROJECT MANAGER																	
2	CONSTRUCTION MANAGER																	
3	PLANNING ENGINEER																	
4	ELECTRICAL ENGINEER																	
5	CIVIL & STRUCTURAL ENGINEER																	
6	SUPERVISORS																	
7	ADMINISTRATION MANAGER																	
8	WAREHOUSE PERSONNEL																	

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

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

	NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI DEPLOYMENT SCHEDULE FOR CONSTRUCTION EQUIPMENT (SINDRI)	EM251/EM270-PNPM-S&B/ 204/ Annex-1.7A	0	
		DOC. NO.	REV.	
		Page 22 of 29		

ANNEXURE: 1.7 A (SINDRI)

SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

SL. NO.	DESCRIPTION	CAPACITY (Bidder to specify)	DEPLOYMENT SCHEDULE																TOTAL
			M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	
1.	CRANES																		
2.	JCB																		
3.	DOZER																		
4.	GRADER																		
5.	DIESEL GENERATORS																		
6.	WELDING MACHINE																		
7.	TRACTORS																		
8.	TRAILERS / TRUCKS																		
9.	DUMPERS																		
10.	EXCAVATORS																		
11.	VIBRATOR																		
12.	COMPACTORS																		
13.	OTHER TOOLS & TACKLES																		

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

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

	<p>NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI</p>	EM251/EM270-PNPM-S&B/ 204/ Annex-1.7B	0	
		DOC. NO.	REV.	
		Page 23 of 29		
DEPLOYMENT SCHEDULE FOR CONSTRUCTION EQUIPMENT (BARAUNI)				

ANNEXURE: 1.7 B (BARAUNI)

SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

SL. NO.	DESCRIPTION	CAPACITY (Bidder to specify)	DEPLOYMENT SCHEDULE																TOTAL
			M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	
1.	CRANES																		
2.	JCB																		
3.	DOZER																		
4.	GRADER																		
5.	DIESEL GENERATORS																		
6.	WELDING MACHINE																		
7.	TRACTORS																		
8.	TRAILERS / TRUCKS																		
9.	DUMPERS																		
10.	EXCAVATORS																		
11.	VIBRATOR																		
12.	COMPACTORS																		
13.	OTHER TOOLS & TACKLES																		

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

STAMP & SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

DATE : _____

	<p>NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI</p> <p>DETAILS OF EQUIPMENT PROPOSED FOR TENDERED WORK (SINDRI)</p>	EM251/EM270-PNPM-S&B/ 204/ Annex-1.8A	0	
		DOC. NO.	REV.	
		Page 24 of 29		

ANNEXURE: 1.8 A (SINDRI)

SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

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

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

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

SIGNATURE OF BIDDER :
NAME OF BIDDER :
COMPANY SEAL :

	NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI	EM251/EM270-PNPM-S&B/ 204/ Annex-1.8B	0	
		DOC. NO.	REV.	
		Page 25 of 29		
DEPLOYMENT SCHEDULE FOR CONSTRUCTION EQUIPMENT (BARAUNI)				

ANNEXURE: 1.8 B (BARAUNI)

SUBJECT: NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI

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

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

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

SIGNATURE OF BIDDER :
NAME OF BIDDER :
COMPANY SEAL :

	<p>NIT FOR BAGGING BUILDING, WAGON LOADING PLATFORM, CONVEYER GANTRY & TRANSFER TOWER AND PIPE RACK STRUCTURE AT HURL- SINDRI & HURL- BARAUNI</p> <p>FORMAT OF CONTRACT AGREEMENT</p>	EM251/EM270-PNPM- S&B/ 204/Annex-1.15	0	
		DOC. NO.	REV.	

PART-I: COMMERCIAL

ANNEXURE - 1.15

FORMAT OF CONTRACT AGREEMENT

FORMAT OF CONTRACT AGREEMENT

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

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

BETWEEN

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

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

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

- a) *Contract Agreement and its Appendices*
- b) *Letter of Intent (LOI)*
- c) *Special Conditions of Contract and amended/ clarification, if any.*
- d) *General Conditions of Contract and amended/ clarification, if any.*
- e) *Part II, Technical , of the NIT documents and amended/ clarification, if any.*
- f) *Technical Specifications and Drawings and amended/ clarification, if any.*
- g) *The Bid and Schedule of Prices including Supplementary Price, if any.*
- h) *Integrity Pact (IP) signed between the Owner and the Bidder/Contractor*
- i) *Instruction to Bidders*

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

1.2 **Order of Precedence**

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

1.3 **Definitions**

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

ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS

2.1 **Contract Price**

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations under the Contract. The Contract Price

shall be the *and [amount in words], [amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Payment Terms**

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

ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION

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

ARTICLE 4. NON-ASSIGNABILITY

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

ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract.

Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

ARTICLE 6. APPENDICES

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

ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person

acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

ARTICLE 8. WAIVER

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

ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION

The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

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

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

[“the Owner”]

and

[“the Contractor”]