

**SPECIAL CONDITIONS
OF
CONTRACT(GENERAL)**

INDEX

1.0	GENERAL
2.0	DEFINITIONS
3.0	TIME SCHEDULE
4.0	CONSTRUCTION WATER & POWER SUPPLY
5.0	LAND FOR SITE OFFICE AND RESIDENTIAL ACCOMMODATION
6.0	GENERAL OBLIGATIONS OF CONTRACTOR
7.0	TAXES AND DUTIES
8.0	TERMS OF PAYMENT
9.0	MECHANICAL COMPLETION AND PRE-COMMISSIONING
10.0	TEST ON COMPLETION
11.0	COMPLETION
12.0	DEFECT LIABILITY PERIOD
13.0	FINAL COMPLETION CERTIFICATE
14.0	MEASUREMENT
15.0	DELETED
16.0	FORCE MAJEURE
17.0	SUB-CONTRACTING
18.0	QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY PERSONNEL
19.0	LIABILITY OF GOVERNMENT OF INDIA
20.0	COMPUTERIZED CONTRACTOR'S BILLING SYSTEM
21.0	EXCAVATION BY BLASTING
22.0	IMPORT LICENSE
23.0	OTHER CONTRACTORS
24.0	LIMITATION OF LIABILITY GENERAL
25.0	GENERAL
26.0	INDIRECT OR CONSEQUENTIAL LOSS
27.0	MARINE COVER AND ERECTION ALL RISK COVER INSURANCE

28.0	PRICE VARIATION
29.0	MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT (GCC)
30.0	MAJOR MILESTONE FOR COMPLETION
31.0	SUPPLY OF STEEL & CEMENT
32.0	THIRD PARTY INSPECTION AGENCIES
33.0	SPECIAL CONDITIONS OF CONTRACT –TECHNICAL
34.0	CHANGE IN LAW
35.0	GOVERNING LOW & JURISDICTION
36.0	GUIDELINES FOR RADIOGRAPHY AND OTHER NDT REQUIREMENTS
37.0	PRICE REDUCTION FOR DELAY
38.0	FRAUDULENT PRACTICES
39.0	TERMINATION

1.0 GENERAL:

These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.

2.0 DEFINITIONS:

In addition to the definitions covered in the General Conditions of Contract (GCC), the following shall also be applicable:

- 2.1 "**Bid**" means the Contractor's signed offer for the Works and all other documents submitted along with the Bid.
- 2.2 "**Bidding Documents**" mean the Notice Inviting Tender/ Letter Inviting Bids, the instruction to bidders (including annexures), form of bid (including appendices), the Contract Agreement, the General Conditions of Contract, the Special Conditions of Contract, the Specifications and all other reports, surveys, drawings and documents including amendments, if any, provided to the Contractor by CWC/EIL.
- 2.3 "**Completion Certificate**" shall have the meaning assigned to it in Clause 13.0.
- 2.4 "**Defect Liability Period**" means the period specified in Clause 12.0 for notifying defects in the Works, calculated from the date of Completion as specified in the Completion Certificate for the Works or part of the Works.
- 2.5 "**CWC**" means Central Warehousing Corporation, a Govt of India undertaking with its registered office at 4/1 Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016.
- 2.6 "**EIL**" means Engineers India Limited, a company incorporated under the Companies Act, 1956 with its registered office at 1, Bhikaiji Cama Place, R.K Puram, New Delhi - 110066 (INDIA) and appointed as Project Management Consultant (PMC) Services for the proposed Food Grain Storage Silo Project of CWC at Nabha (Punjab).
- 2.7 "**Effective Date**" means date of issuance of Fax of Acceptance/Letter of Award of Work.
- 2.8 "**Special Conditions of Contract**" means the special conditions of contract setting out specific deviations from the General Conditions of Contract and other relevant provisions and data, which are to be read in conjunction with the General Conditions of Contract.
- 2.9 "**Works**" means:
- (a) all work and services required in connection with the turnkey design, engineering, procurement, permitting, fabrication, manufacture, construction, construction management, coordination of Subcontractors work, inspection, expediting, transportation, shipment, delivery, import, erection, installation, commissioning, start-up, testing and completion of the Facility, completion of all Performance Tests, in accordance with this Contract;

- (b) the provision of all Plant, Goods and Materials, Contract Spares, machinery, tools, labor, utilities, chemicals, lubricants consumables, transportation, administration, oversight, incidentals and other services and items related to the foregoing in accordance with this Contract;
- (c) the correction of defects in the Facility; and
- (d) the performance of all other obligations and services that are described in, or necessarily implied by, this Contract.

2.10 **“Contract”** means the agreement between CWC and the Contractor for execution of the Works and includes the Contract Agreement, the General Conditions of Contract, the Special Conditions of Contract, the other Bidding Documents, the Specifications, the Price Schedule, and such further documents which are listed in the Contract Agreement and/or these General Conditions of Contract and includes any amendment thereto made in accordance with the provisions thereof.

2.11 **“Engineer-in-Charge”** means the Person designated by CWC to act as the Engineer-in-Charge for the purposes of this Contract and notified in writing to the Contractor.

3.0 TIME SCHEDULE

3.1 The Work shall be executed within the Time Schedule given in **Appendix -1** to the Special Conditions of Contract.

4.0 CONSTRUCTION WATER & POWER SUPPLY

4.1 Subject to availability as per actual consumption and tariff as per the prevailing rate, construction power shall be supplied by CWC on chargeable basis; at single point near the battery limit. All onward power distribution from the locations of issue of power shall be by the CONTRACTOR. However, non-availability of construction power due to delay in commissioning of CWC’s construction power system or due to any other reasons shall not entitle the CONTRACTOR for any claim on CWC on account of time and cost implications.

4.2 The cost of power supply shall be recovered by the CWC every month at Rs. 10/- per unit of electricity consumed by CONTRACTOR (without prejudice to any other mode of recovery available to the CWC) by deduction from the CONTRACTOR’s bills. This includes all taxes on electricity and meter rent etc. However, any change in the rates by the local dist-com / electricity authority will be enhanced accordingly. The energy meter to be installed by the CONTRACTOR shall be tested and certified by State Electricity Board or any other agency approved by the CWC. The Construction power as above shall be made available to the CONTRACTOR and no time extension or compensation shall be payable on account of grid disturbance. Therefore, the CONTRACTOR shall within the price of services make alternate arrangement to cope with such eventuality. Additional power, if required, to meet the contractual requirements, shall be arranged by the CONTRACTOR at its own cost. Contractor shall install Capacitor Bank for improving the Power Factor.”

- 4.3 No construction power shall be provided outside the Battery Limit of the Plant by the CWC. CONTRACTOR shall make his own arrangement for construction power at his own cost for fabrication outside the Battery Limit of the Plant.
- 4.4 Construction as well as Drinking water shall not be provided by the CWC to the contractor. Contractor to make all necessary arrangements in this regard of their own.
- 4.5 All other relevant Terms & Conditions of the General Condition of Contract remain unaltered.

5.0 LAND FOR SITE OFFICE AND RESIDENTIAL ACCOMMODATION

- 5.1 The CWC shall permit the CONTRACTOR land reasonably required, free of any liability to CWC, land reasonably required to establish a temporary site office, fabrication yard and storage area at the job site and free of cost.. The CWC shall not permit any land at site to be used for residential purposes nor shall otherwise provide or arrange any land for temporary accommodation to the CONTRACTORs personnel or labour. The CONTRACTOR at its own cost and initiative arrange land for residential accommodation for its staff and workers and the price of services shall be deemed to include the same.”
- 5.2 Office set-up for 3-4 representatives of CWC/PMC shall be provided by CONTRACTOR at his office during the Design Engineering , Procurement & Construction phase of the contract or as and when required.
- 5.3 HSE for labours considering labour colony including sanitation, drinking water, dispensary, Canteen, Power supply, Cleaning etc. shall be in CONTRACTOR'S scope and the CONTRACTOR shall adhere to all safety norms as per Government/statutory guideline and Bidding Documents.
- 5.4 All other relevant terms & conditions of General Conditions of contract remains unaltered.

6.0 GENERAL OBLIGATIONS OF CONTRACTOR

6.1 General Obligations

- 6.1.1 The Contractor shall execute the Works, as described in greater details in the Specifications, in accordance with the Contract, the Specifications, the Safety Code and Applicable Laws. The Works shall be fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Specifications, or as implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which are necessary for stability, completion or the safe, reliable and efficient operation of the Facility.
- 6.1.2 The Contractor agrees and acknowledges that at any time after acceptance of the Bid, CWC/EIL shall have the right to add, amend or delete any item of the Works in the overall interest of the Project.
- 6.1.3 The Contractor shall execute the Works in accordance with the Works Completion Schedule and shall complete each Stage within the relevant Key Date and the entire

Works within the Time for Completion and for this purpose the Contractor shall provide such necessary resources, Goods and Materials, Plant and Contractor's Personnel having the requisite experience for the purposes stated in the Contract.

6.1.4 The Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under the Contract at its own risk, Cost and expense. CWC/EIL shall have no obligation or responsibility whatsoever with respect to the Completion of the Works or the fulfillment of other obligations of the Contractor under the Contract, except as expressly provided in the Contract.

6.1.5 The Contractor shall provide all superintendence, Goods and Materials and Contractor's Equipment and all other things, whether of a temporary or permanent nature, required for the execution of the Works.

6.1.6 The Contractor shall supply all materials, works, labour and other services, which although not specifically mentioned in the Contract:

(a) can be reasonably inferred from and is necessary for the execution of the Works, in accordance with Good Industry Practice, including where the Contract describes any portion of the Works in general terms but not in complete detail; or

(b) that are necessary in order for the Contractor to cause the Facility to satisfy the Guaranteed Performance Levels and the warranties set forth in the Contract or as otherwise necessary in order to meet the purposes for which the Facility is being developed,

as if such superintendence, materials, works, labour and other services were expressly mentioned in the Contract. The performance of such obligations by the Contractor shall not be construed as a Variation and the Contractor shall not be entitled to any revision of the Contract Price or extension of the Time for Completion.

6.1.7 The Contractor shall take full responsibility for the methods of construction, adequacy, stability and safety of the operations carried out at the Site relating the execution of the Works, all Contractor's Documents, Goods and Materials, Contractor's Equipment, irrespective of any Approval or consent by the Engineer-in-Charge.

6.1.8 The Works shall be free of all Defects in materials and workmanship and shall be adequate, stable, safe and strictly compliant with the instructions of Engineer-in-Charge, the Drawings and Designs, the Specifications and Good Industry Practice, such that the Facility when complete shall be capable of meeting the Guaranteed Performance Levels.

6.1.9 The Contractor shall use proven and reliable technologies, configurations and architecture and exercise strict professional standards of skill, care and diligence, adhered to by experienced and competent contractors specializing in performing services of the same type and magnitude.

6.1.10 Within 30 (thirty) days of the Effective Date, the Contractor shall, to the extent necessary, register itself and the Contract, at its own Cost, with Reserve Bank of India, Income Tax Authorities, Sales Tax Authorities, Excise Authorities and other relevant

statutory Authorities and provide copies of all documents related to such registrations to CWC/EIL for record.

6.1.11 Notwithstanding anything contained herein, the Contractor shall obtain and maintain all permits, licenses and approvals required for the execution of the Works as per Applicable Laws.

6.1.12 a) If there is any doubt or ambiguity in the interpretation of the Contract or error, omission or contradiction therein or any of them, the Contractor shall prior to commencing the relative work, apply in writing to the Engineer-in-Charge for his decision in resolution of the doubt, ambiguity, contradiction or correction of the error or omission, as the case may be. Should the Contractor fail to apply to the Engineer-in-Charge for his decision, as aforesaid, prior to commencing the relative Work, the Contractor shall perform the said work at his own risks, and the provisions of Clause 6.1.12 (b) hereof shall apply to any such Work performed by the Contractor.

b) In the event of the Contractor having already performed or executed any Work at variance with the decision of the Engineer-in-Charge as aforesaid, then, notwithstanding payment in respect of such Work having made to the Contractor, such Work shall be deemed to be Defective Work and the relevant provisions hereof and associated Clauses thereunder shall apply thereto.

6.1.13 The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Specifications and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper execution of the Works.

6.1.14 The Contractor shall take all steps to cause minimum disturbance of vehicular traffic and other movement of the public, on or in the vicinity of the Site.

6.1.15 Without prejudice to the provisions of the Contract and notwithstanding any testing or certification pursuant to this Contract, CWC/EIL shall at any time during the subsistence of this Contract, have the right (but not the obligation) to reject any part of the Works, the Plant, the Goods and Materials, or the Contractor's Equipment, which is found not to be in compliance with the requirements of this Contract including, the Specifications.

6.1.16 In such a situation, CWC/EIL may instruct the Contractor to:

(a) remove from the Site and replace the rejected Plant, Goods and Materials or Contractor's Equipment or re-instate the Works; or

(b) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise,

in accordance with the requirements of this Contract, the cost of which shall be to the sole account of the Contractor. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is of the nature specified under paragraph (b).

- 6.1.17 If the Contractor fails to proceed with the repair or replacement of the rejected item of the Works or the Contractor's Equipment within reasonable time, CWC/EIL may, by contract with third Persons or otherwise, repair or replace such part of the Works and/or terminate this Contract pursuant to Clause 39 hereinafter and the Contractor shall be liable to reimburse CWC upon demand for all costs and damages incurred by CWC relating to such repair or replacement by a third party.
- 6.1.18 If CWC/EIL requires the Works, Goods and Materials, Contractor's Equipment or workmanship to be retested after such remedy of the Defect therein or replacement, the tests required to be conducted under this Contract and as instructed by CWC/EIL shall be repeated under the same terms and conditions. If the rejection and retesting cause CWC/EIL to incur additional costs, the Contractor shall pay these costs to CWC/EIL.
- 6.1.19 The Contractor shall provide, comply with and require and ensure that its Subcontractors also provide and comply with such documentation/information or any other support as may be requested by CWC/EIL from time to time as may reasonably be deemed fit by CWC/EIL for meeting its obligation under any Applicable Laws for the time being in force or in relation to the said Works, as also matters including but not limited to exemptions, concessions etc as may be availed, sought to be availed by CWC/EIL.
- 6.1.20 The Contractor shall furnish to CWC/EIL, promptly upon request, such information concerning the Contractor, its Subcontractors and their respective employees or the Works as CWC/EIL may be required to furnish to any competent Authority for the procurement of any licences, permits or approvals.
- 6.1.21 To the extent possible, the information regarding existing structures/ overhead lines, existing pipelines and utilities are already indicated on alignment sheets forming part of the Background Information. However, the Contractor may encounter other structures/ pipelines/ optical fiber cables etc. that may not be appearing on alignment sheets, for which, the Contractor is required to collect information on his own before commencing the Work. The Contractor shall execute the Works in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified CWC from and against any destruction thereof or damages thereto.

6.2 **Site Data**

- 6.2.1 CWC has made available to the Contractor all the relevant data in CWC's possession on geotechnical conditions relating to the Site. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by Engineer-in-Charge is not warranted and the Contractor shall be solely responsible for the consequences of its interpretation of all such data/studies/reports. The Contractor shall conduct further investigations considered necessary by it at its own Cost and any error or discrepancies, if found in the data made available by CWC at any stage shall not constitute ground for extension of the Time for Completion or any monetary claim.
- 6.2.2 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the execution of the Works.
- 6.2.3 The Contractor shall be deemed to have thoroughly inspected and examined the Site including the existing Railway track in the complex of CWC, its surroundings, the

studies/reports/data mentioned in Clause 6.2.1 above and other available information with respect to the viability of its design and the execution of Works and satisfied itself by careful examination before submitting its Bid, as to all the relevant matters including:

- (a) The form and nature of the Site, including the surface strata, sub-soil, sub-surface conditions, local conditions;
- (b) The hydrological and climatic conditions;
- (c) The extent, nature and magnitude of the Work, availability of the Plant and Goods and Materials necessary for the execution of the Works and remedying any defects;
- (d) Applicable Laws;
- (e) The Contractor's requirement for access, accommodation, facilities, personnel, supply of power and water, availability of labour, transport and other services;
- (f) The risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk;
- (g) The state of traffic both of passengers and vehicles on, along and adjacent to the Site at all times of the day, during various seasons, festivals, etc.; and
- (h) The suitability of any building, structure, foundation or means of access to the Site to be provided by CWC for reception, movement, commissioning and maintenance of the Works within the time or times indicated in the Works Programme.

6.2.4 The Contractor now hereby agrees that the Contractor shall not be relieved from any risks or obligations imposed on or undertaken by it in relation to the Works on the grounds of any misunderstanding or misapprehension in respect of the matters referred to in paragraphs (a) to (h) above or on the ground that it did not or could not reasonably have been expected to foresee any such matter stated above which may, in fact, affect or have affected the Completion of the Works and remedying of any Defects therein or the meeting of its obligations in respect of the Works under the Contract.

6.2.5 The Site shall be handed over to the Contractor free from any encroachment and the Contractor shall satisfy itself to such effect prior to taking over the Site for the execution of the Works. It is clarified for the avoidance of doubt that after handing over of the possession of the Site or part of the Site, it shall be the sole obligation of the Contractor to ensure that the Site or part of the Site handed over remains free from any encroachment or squatters and the Contractor shall take all necessary steps at its Cost and expense to give effect to its obligations under this Clause.

6.3 **Rights of Way and Facilities**

6.3.1 CWC shall provide a non-exclusive right of way for access to the Site. The Contractor shall bear all Costs and charges for special or temporary rights of way which it may require including those for access to the Site. The Contractor shall also obtain, at its risk and Cost, any additional facility outside the Site which it may require for the purpose of the execution of Works. CWC reserves the right to make use of these service roads/rights of way for itself working in the area, as and when necessary without any payment to the Contractor.

6.4 Packing and Forwarding

6.4.1 Imported Supplies

- (a) The Contractor shall, wherever applicable, after proper painting, pack and crate all materials for shipment in a manner suitable for export, in accordance with internationally accepted export practices and in such manner so as to protect the supplies from damage and deterioration in transit by road, rail and/or sea and during storage at Site. Without prejudice to any other liabilities or obligations of the Contractor, the Contractor shall be responsible for all damage to the supplies due to improper packing.
- (b) The Contractor shall notify CWC/EIL and the Engineer-in-Charge of the date of each shipment from the port of loading as well as the expected day of arrival of such shipment at the designated port of arrival.
- (c) The Contractor's notification shall give complete shipping details with regard to the weight, size and content of each package, along with any other information which CWC/EIL may require.
- (d) The following documents shall be sent to CWC/EIL within [3 (three)] days from the date of dispatch of the shipment to CWC or any other person designated by CWC:
 - (i) Invoices (2 copies) or any other document of title evidencing sale in transit
 - (ii) Packing list (2 copies)
 - (iii) Test certificate (4 copies)
 - (iv) Insurance certificate (2 copies)
 - (v) Third party inspection certificate as per Quality Assurance Plan Approved by CWC/EIL/Engineer-in-Charge (2 copies).

6.4.2 Domestic Supplies

- (a) The Contractor shall, wherever applicable, after proper painting, pack and crate all materials for in such manner so as to protect the supplies from damage and deterioration in transit by road and/or rail and during storage at Site. Without prejudice to any other liabilities or obligations of the Contractor, the Contractor shall be responsible for all damage to the supplies due to improper packing.
- (b) The Contractor shall notify CWC/EIL and the Engineer-in-Charge of the date of each shipment from the works, factory or warehouse and expected date of arrival at the Site.
- (c) The Contractor's notification shall give complete shipping details with regard to the weight, size and content of each package, along with any other information which CWC/EIL may require.
- (d) The following documents shall be sent to CWC/EIL within [3 (three)] days from the date of dispatch of the shipment to CWC or any other person designated by CWC:
 - (i) Invoices (2 copies) or any other document of title evidencing sale in transit

- (ii) Packing list (2 copies)
- (iii) Test certificate (4 copies)
- (iv) Insurance certificate (2 copies)
- (v) Third party inspection certificate as per approved Project Quality Plan/Quality Assurance Plan Approved by CWC/EIL/Engineer-in-Charge (2 copies).

6.5 **Setting Out**

6.5.1 The Contractor shall be responsible for:

- (a) The accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer-in-Charge in writing;
- (b) The correctness of position, levels, dimensions and alignments of all parts of the Works;
- (c) The provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities; and
- (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works.

6.5.2 The Contractor shall first review, validate and undertake its own due diligence of CWC's alignment survey reports and fix the alignment of the Works, pier locations, maintaining vertical and horizontal clearances keeping in view the important Site references and obligatory locations, in consultation with the Engineer-in-Charge. The Contractor shall establish, at suitable points and at its own Cost, additional reference lines and benchmarks as may be necessary for the proper execution of the Works while ensuring, at all times, that the reference lines, points and benchmarks fixed by the Engineer-in-Charge are not disturbed and/ or damaged and the Contractor shall be liable to make good any damage thereto. The verification/ inspection of any setting out or of any line or level by the Engineer-in-Charge shall not in any way relieve the Contractor of its responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the works.

6.5.3 If at any time during the execution of the Works, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer-in-Charge, shall, at Contractor's Cost, rectify such error to the satisfaction of the Engineer-in-Charge.

6.6 **Safety of Works**

6.6.1 The Contractor shall throughout the execution of the Works:

- (a) Take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on the Site and methods of manufacture, construction and transportation;
- (b) Have full regard for the safety of all persons on or in the vicinity of the Site (including persons to whom access to the Site has been allowed by the Contractor), comply with the Safety Code, all relevant safety regulations, including provision of safety gear. Insofar as the Contractor is in occupation or

otherwise is using areas of the Site, the Contractor shall keep the Site and the Works (so far as the same are not completed and occupied by CWC) in an orderly state appropriate for the avoidance of injury or accident to all persons on and in the vicinity of the Site and shall keep CWC indemnified against all costs, charges, losses and damages that may be suffered by CWC in any manner whatsoever as a result of any injury or accident to any person on or in the vicinity of the Site in connection with the execution of the Works;

- (c) Provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or as required by the Engineer-in-Charge or by any Applicable Laws or by any relevant Authority for the protection of the Works and for the safety and convenience of the public and all Persons on or in the vicinity of the Site;
- (d) Where any part of the Works would otherwise be carried out in darkness, ensure that all parts of the Site where such part of the Works is being carried out are so lighted as to ensure the safety of all Persons on or in the vicinity of the Site and of such part of the Works;
- (e) The Contractor shall ensure that its employees and the employees of the Subcontractors wear identification badges (cards), uniforms, helmets, safety shoes, gum boots and other safety/protection wear as directed by the Engineer-in-Charge, and to be provided by the Contractor.

6.6.2 The Contractor shall submit a detailed and comprehensive contract specific Site safety plan and system safety assurance plan in accordance with the Specifications.

6.6.3 The Engineer-in-Charge's consent or rejection of the safety plans and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to safety measures required to be undertaken or implemented in accordance with the Safety Code and shall not excuse any failure by the Contractor to adopt proper and recognized safety practices throughout the execution of the Works.

6.6.4 The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer-in-Charge or any other third party safety audit agency to carry out inspections to verify that the safety plans are being properly and fully implemented.

6.6.5 The Works, including materials to be used for execution of the Works shall be protected from exposure to and damage due to water.

6.6.6 The execution of the Works shall not be carried out in weather conditions that may adversely affect the execution of the Works or damage the Works (or any part thereof) unless proper protection is provided, to the satisfaction of the Engineer-in-Charge.

6.6.7 During the execution of the Works, storm restraint systems shall be provided by the Contractor where necessary to the satisfaction of the Engineer-in-Charge.

6.6.8 The Contractor shall ensure that the Execution of the Works is carried out in such manner that there is no damage to or interference with:

- (a) watercourses and drainage systems on and in the vicinity of the Site;
- (b) utility services on and in the vicinity of the Site;

- (c) structures (including foundations), roads, street fixtures, etc. on and in the vicinity of the Site;
- (d) public or private, vehicular or pedestrian access routes and roads on and in the vicinity of the Site; and
- (e) monuments, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted for the execution of the Works. Heritage structures shall not be damaged or disfigured on any account. The Contractor shall inform the Engineer-in-Charge, as soon as practicable, of the structures or roads which are not stated in the Contract to be removed or diverted but which the Contractor considers necessary to be removed or diverted. The Contractor shall not remove or divert any such structure or roads until the consent of the Engineer-in-Charge to such removal or diversion has been obtained.

6.7 Security of the Site

6.7.1 The Contractor shall be wholly responsible for security of the Site and the Works. Unless otherwise stated in the Contract:

- (a) The Contractor shall be responsible for keeping unauthorized persons off the Site; and
- (b) Authorized persons shall be limited to the employees, workmen or consultant or representative of the Contractor and its Subcontractor or persons authorized by the Engineer-in-Charge.

6.8 Contractor's Operations on Site and Clearance of Site

6.8.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by CWC/EIL as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to restrain them from encroaching on adjacent land.

6.8.2 At all times during the execution of the Works, the Contractor shall keep the Site clean, safe, in a workmanlike condition and free from all unnecessary obstruction, and shall safely store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required in accordance with Good Industry Practice, Applicable Laws and instructions of the Engineer-in-Charge, unless required to be maintained at the Site as per the express instructions of Engineer-in-Charge.

6.8.3 Upon Completion of the Works, the Contractor shall leave the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods and Materials or Contractor's Equipment as are required for the Contractor to fulfil its obligations under the Contract.

6.8.4 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of performing the Works, the sand, clay, ballast, earth, rock or other substances or materials obtained from any excavation made for the purposes of the Works or any building or produce that was on the Site at the time of handing over of the Site to the Contractor and all such substances, materials, buildings and produce shall be the

property of CWC, provided that the Contractor may use such substances, materials, buildings for the performing the Works with the prior permission of the Engineer-in-Charge at the rates determined by the Engineer-in-Charge.

6.9 Access for the Engineer-in-Charge

6.9.1 The Contractor shall allow the Engineer-in-Charge or its assistant or any other person authorized by the Engineer-in-Charge, access to the Site at all times, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Goods and Materials or Plant are being manufactured, fabricated, constructed and/or assembled for incorporation in the Facility, during usual working hours and beyond usual working hours, upon prior intimation. The Contractor shall ensure that the Subcontracts, if any, shall contain provisions entitling the Engineer-in-Charge or any person authorized by him to have such access.

6.10 Avoidance of Damage

6.10.1 While transporting any Plant, Goods and Material, Contractor's Equipment or any other equipment, the Contractor shall comply with Applicable Laws and take all steps necessary to ensure that roads, viaducts and bridges on any route leading to the Site, including access and link roads to the Site as well as any third party properties, are not damaged.

6.10.2 In case the transportation of any Plant, Goods and Material, Contractor's Equipment or other equipment by the Contractor is likely to cause damage to any road, viaduct or bridge on any route leading to the Site, including access and link roads to the Site and any third party property, it shall inform the concerned Authorities before transporting such Plant, Goods and Material, Contractor's Equipment or other equipment and obtain all necessary approvals and permits from the relevant Authorities as may be required, or give its proposal for strengthening such roads, viaducts or bridges. Any Cost incurred in this regard shall be borne by the Contractor.

6.10.3 The Contractor shall indemnify and keep CWC indemnified against all losses, damages and claims incurred by CWC due to any damage caused to any bridge or road or any other structure or street furniture leading to the Site, arising from the transportation of any Plant, Goods and Material, Contractor's Equipment or other equipment.

6.11 Covering up of Works

6.11.1 No Works or part of the Works shall be covered up or put out of view, without the prior Approval of the Engineer-in-Charge or his assistant.

6.11.2 The Contractor shall provide full opportunity to the Engineer-in-Charge to examine part of the Works which is to be covered up and to examine foundations before the Permanent Works are executed at such place. The Contractor shall also give due notice to the Engineer-in-Charge, whenever any such work or foundation is ready for examination and the Engineer-in-Charge shall without unreasonable delay, examine and/or measure such work.

6.11.3 The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer-in-Charge may from time to time direct, and shall

reinstate and make good such part or parts, to the satisfaction of the Engineer-in-Charge. If any such part or parts have been covered up, or put out of view and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by CWC, but if the Works are found to be defective, costs shall be borne by the Contractor.

6.11.4 In case after completion of a part of the Works, such part of the Works is not fully consistent with the Specifications and in the view of the Engineer-in-Charge cannot be changed or removed, then such part of the Works in its present condition (provided it has no implication on safety and operation) shall be accepted only after suitable reduction (as reasonably determined by the Engineer-in-Charge) has been made from the Contract Price.

6.12 Samples

6.12.1 The Contractor shall submit at its own Cost the following samples and relevant information to the Engineer-in-Charge for pre-construction and/or pre-manufacture review:

- (a) Manufacturer's standard samples of Goods and Materials;
- (b) Samples (if any) specified in the Specifications.

Each sample shall be labelled as to its origin and intended use in the Works.

6.13 Records

6.13.1 The Contractor shall from time to time maintain at the Site (in addition to any other records or registers required to be maintained by the Contractor under any Applicable Law) such records and registers with respect to the Works as the Engineer-in-Charge or CWC/EIL may require the Contractor to keep and/or maintain from time to time. The failure to maintain or submit any record or register required pursuant to this Clause 6.13 shall disentitle the Contractor from submitting any Running Bill pursuant to Clause 8.3 and shall constitute a breach of this Contract.

6.13.2 The review or acceptance of any record or register maintained by the Contractor pursuant to this Clause 6.13 shall be without prejudice to the rights and remedies of CWC and obligations and liabilities of the Contractor under this Contract and shall not otherwise operate as an estoppel against CWC by reason only of the fact that no notice of or objection to any information contained in any such record or register was taken.

6.14 Contract Performance Bank Guarantee

- (a) Within fifteen (15) days of the Effective Date, the Contractor shall furnish to CWC/EIL, the Contract Performance Bank Guarantee from any Indian Nationalized / Scheduled Bank for an amount equivalent to 05% (five percent) of the awarded Contract Price payable in accordance with the Contract. The Contractor shall procure the Contract Performance Bank Guarantee in the form set out in **Appendix 2**. The Contractor shall maintain the Contract Performance Bank Guarantee at its own expense, and shall ensure that it shall remain valid for a

period of not less than 3 (three) months after the expiry of the Extended Defects Liability Period. The Contract Performance Bank Guarantee shall be extended by such period as CWC/EIL may require if the Completion is delayed beyond the Time for Completion and/or the Final Completion is delayed beyond the scheduled date of Final Completion and any extension thereof as per directions of the Engineer-in-Charge. In the event that the Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Contract Performance Bank Guarantee shall be increased proportionately by the Contractor within 7 (seven) Business Days to ensure that it remains an amount which is equivalent to 05% of the revised Contract Price, as determined by the Engineer-in-Charge.

- (b) CWC/EIL shall have an unqualified option under the Contract Performance Bank Guarantee to draw on the security and claim the amount there under in the event of the Contractor's failure to honor any of its obligations, responsibilities or commitments under the Contract or in respect of any amount due from the Contractor to CWC/EIL. Provided however that, nothing stated under this Clause shall make it incumbent upon CWC/EIL to utilize the Contract Performance Bank Guarantee in preference to any other remedy which CWC/EIL may have, nor shall it be construed as confining the claims of CWC/EIL against the Contractor to the value of the Contract Performance Bank Guarantee.
- (c) If the Contract Performance Bank Guarantee is or becomes invalid for any reason (other than its expiry), the Contractor shall immediately notify the Engineer-in-Charge and obtain within 7 (seven) days a replacement Contract Performance Bank Guarantee in the form appearing in Appendix 2.
- (d) Without prejudice to the obligation of the Contractor under sub-clause (a) above, not later than 30 (thirty) Business Days before the expiry of the Contract Performance Bank Guarantee, the Contractor shall, upon request of the Engineer-in-Charge obtain extension of the validity of such Contract Performance Bank Guarantee for the period stated in such request by the Engineer-in-Charge and provide a copy of such renewed security. If the Contractor fails to extend the Contract Performance Bank Guarantee, CWC/EIL shall be entitled to receive the un-drawn amount there under pending the completion of the Works, provided that the amount so received shall be treated as a cash retention and to the extent that there are no outstanding claims thereto, shall be released upon submission of a new Contract Performance Bank Guarantee acceptable to CWC/EIL.
- (e) The Contract Performance Bank Guarantee shall be returned to the Contractor after 3 (three) months from the expiry of Extended Defect Liability Period.
- (f) If the Contractor fails to provide, maintain or renew the Contract Performance Bank Guarantee in accordance with the Contract, then EIL may, without prejudice to any other rights and remedies to which it may be entitled, by written notice terminate the Contract forthwith.
- (g) The Contractor agrees and acknowledges that CWC/EIL shall be entitled to assign the Contract Performance Bank Guarantee in favour of any party to whom this

Contract may be assigned.

7.0 TAXES AND DUTIES

7.1 The Lumpsum Contract Price shall be inclusive of all applicable taxes, duties, cess, levies, etc. including but not limited to Excise Duty, Custom Duties (if any), Sales Tax, VAT, Service Tax, VAT on Works Contract, Entry Tax, Octroi or any other taxes in lieu thereof.

7.2 Construction of Warehouse to be used for storage of Post-Harvest infrastructure for agriculture produce and silos used for agriculture produce is presently exempted from Service Tax.

7.3 Contractor bills are to be submitted complying to the applicable Laws w.r.t. Taxes & Duties.

7.4 **Income Tax:** The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, payable in India.

7.5 New Tax And Statutory Variation In Taxes And Duties

7.5.1 If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/ revised price bids (whichever is later) and within the date of Completion of the Work as set out in the Time Schedule or any extension thereof under Clause 5 of the General Conditions of Contract on any payments due to the CONTRACTOR under the Contract other than tax on income, wealth or profits of the CONTRACTOR, the CWC shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment and documentary evidence of such variation.

7.5.2 If any existing taxes or duties are withdrawn or the rate is revised after the date of submission of the bids/ revised bids (whichever is later) on any payments due to the CONTRACTOR under the Contract other than tax on income, wealth or profits of the CONTRACTOR, the CWC shall be entitled to discount in the amount payable to the CONTRACTOR of amount equivalent to the amount of such taxes or duties.

7.6 Building And Other Construction Worker's Welfare Cess

7.6.1 In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

a. The CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the CONTRACTOR should obtain registration within one month of the award of contract.

b. The CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other

Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.

Cess as per the prevailing rate, shall be deducted at source from bills of the CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

- 7.6.2 All reimbursements in respect of materials shall be subject to the invoice in relation to the materials for which the reimbursement is claimed being supported by a Certificate of Verification and Good Condition.

8.0 TERMS OF PAYMENT

- 8.1 The billing of the entire price of materials and price of services shall be done from and to a single point only.

- 8.2 **Mobilisation Advance:** If requested, the Contractor shall be paid recoverable interest bearing Mobilisation Advance equivalent to 10% (Ten percent) of the Contract Price. Mobilization Advance shall be paid to the Contractor in two installments after signing the contract agreement in the following manner:

- 8.2.1 **First Installment:** 5% (Five percent) of awarded Contract value shall be payable as the first installment of mobilization advance after fulfilling the following formalities by the Contractor:

- a. Signature of the formal Contract between the CWC and the CONTRACTOR.
- b. Submission of Bank Guarantee(s) towards mobilization advance equivalent to 110% of advance i.e. 11% of Contract Price, valid for 3 months beyond scheduled date of commissioning of the PLANT, from a Scheduled Bank in India recognized by RBI and in a format acceptable to the CWC. The CONTRACTOR shall at the request of the CWC suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be required failing which, without prejudice to any other right or remedy available to the CWC, the CWC shall be entitled to encash the Bank Guarantee (s). However, contractor may submit Bank Guarantee of 11% as above in two stages of 5.5% each for availing advance against sub-clause 8.2.2 below.
- c. Submission of Bank Guarantee(s) by way of Performance Bank Guarantee as stipulated in General Conditions of Contract. The CONTRACTOR shall at the request of the CWC extend the validity of the Bank Guarantee(s), where it is necessary to do so for the interest of the Project, for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the CWC, the CWC shall be entitled to encash the Bank Guarantee(s).

- 8.2.2 **Second Installment:** Balance 5% Mobilisation Advance shall be payable to the Contractor after Contractor has constructed site Office, storage shed, fabrication yard etc. and has physically mobilized equipments and is ready to start the work to the entire satisfaction of Engineer -in-Charge and commencement of work at site and on

submission of Bank Guarantee equivalent to 110% of advance i.e. 5.5% of Contract price.

8.2.3 The advance paid to the CONTRACTOR shall be used only for execution of this Contract and the CONTRACTOR shall satisfy the CWC/Engineer-in-Charge in this regard whenever required. If it is found that the said advance has been utilized by the CONTRACTOR in whole or part for any other purpose, the CWC may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the CWC, recover the same by recourse to any Bank Guarantee(s).

8.2.4 The advance(s) shall carry interest @10% (Ten percent) per annum calculated on the reducing unadjusted balance(s) of the advance(s) and the advance(s) shall, without prejudice to any other mode of recovery available to the CWC, be recovered from the Running Account Bills and Final Bill of the CONTRACTOR @ 10% (Ten percent) of the Certified Bill amount. The interest accrued thereon shall be additionally deducted from the amount payable.

8.2.5 All recoveries against advances shall first be apportioned to interest and then to principal. At the request of the CONTRACTOR, the Engineer-in-Charge shall certify the mobilization advance repaid and the Bank Guarantee, issued on behalf of the CONTRACTOR to secure the mobilization advance, shall be allowed to be reduced by the amount and the currency of the repayment certified. Such reduction shall be allowed not more than 06 (six) occasions during the currency of Bank Guarantee.

8.3 On Account Payments:

Subject to the other provisions of the Contract documents, on account payments shall be made as follows:

8.3.1 **For all Supplies under Form – SP-2 of Schedule of Prices (Excluding For Materials Covered Under Form SP-3 (Schedule of Lumpsum Price for Construction/Installation) of Schedule of Prices)**

Subject to the other provisions of Contract documents, on account payments for the supplies will be made as follows:

- i) 60% (Sixty percent) of the CFR price of imported materials as indicated in the Bill of Materials and 60% (Sixty percent) of the price of indigenous materials for relative materials on receipt of material at site, as indicated in the Bill of Materials.
- ii) 20% (twenty percent) of CFR value of imported material as indicated in the Bill of Materials and 20% (twenty percent) of supply value of indigenous materials as indicated in the Bill(s) of Materials on acceptance and Installation of Material at Site.
- iii) 10% (ten percent) of CFR value of imported material as indicated in the Bill of Materials and 10% (Ten percent) of the supply value of indigenous materials as indicated in the Bill(s) of Materials on issue of Mechanical Completion Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iv) 10% (ten percent) of the CFR value of the imported materials as indicated in the Bill of Materials and 10% (ten percent) of the supply value of indigenous materials as indicated in the Bill of Materials on completion of all jobs against the CONTRACTOR's certified Final Bill.

FOLLOWING DESPATCH DOCUMENTS SHALL BE REQUIRED FOR MAKING ABOVE PAYMENT:

A) FOR IMPORTED MATERIALS:

- Signed invoice(s).
- A full set of certified copies of clean onboard bills of lading/airway duly certified by CWC's port offices at major ports (as the case may be) and all originals of clean onboard bills of lading/airway.
- Certificate of country of origin issued by a competent authority.
- Packing list / Delivery Challan (as applicable)
- Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by CWC/EIL, or waiver certificate issued by CWC/EIL.

Note:

Where the sale of materials to the CWC is deemed to take place in the course of international trade through endorsement/transfer of shipping documents during transit in high seas, the above documents shall be endorsed in favour of the CWC.

B) FOR INDIGENOUS MATERIALS

- Signed Invoice(s)
- Packing list / Delivery Challan (as applicable)
- Inspection Release Note by Third Party Inspection Agency.
- Railway Receipt/LR.

Note:

Where the sale to the CWC is deemed to take place by endorsement/transfer of Railway Receipt or Truck/Lorry or any receipt during transit, the above documents shall be endorsed in favour of the CWC.

8.3.2 FOR ALL SERVICES UNDER FORM – SP-1 OF SCHEDULE OF PRICES

DESIGN & ENGINEERING SERVICES

- i) 70% (Seventy percent) on pro-rata basis on submission of all drawings and their approval under Code 1 against the CONTRACTOR's certified Running Account Bill(s).

"Note: For drawings which are not falling under the category of approval. Payment shall be released on acknowledgement of receipts of Drawings."

- ii) 10% (ten percent) on submission of As Built drawings for the Plant / Unit along with its electronic files against the CONTRACTOR's certified Running Account Bill(s)
- iii) 10% (ten percent) on issue of Mechanical Completion Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iv) 10% (ten percent) on completion of all jobs against the CONTRACTOR's certified Final Bill.

8.3.3 FOR ALL CONSTRUCTION, INSTALLATION, COMMISSIONING AND OTHER SERVICES ETC UNDER FORM – SP-3 OF SCHEDULE OF PRICES:

A For Civil Works:

- i) 90% (Ninety Percent) on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s) on completion of individual item of work as per approved Schedule of Activities.
- ii) 10% (Ten Percent) on completion of all jobs against the CONTRACTOR's certified Final Bill.

B For Mechanical including Structural, Painting & Insulation Work:

- i) **Where Fabrication at Site is involved:**
 - 30% (thirty percent) against fabrication of materials on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
 - 40% (forty percent) on erection, alignment, grouting and painting etc. on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
 - 10% (ten percent) on issue of Mechanical Completion Certificate against the CONTRACTOR's certified Running Account Bill(s).
 - 10% (ten percent) on testing & successful Commissioning of the Plant against the CONTRACTOR's certified Running Account Bill(s).
 - 10% (ten percent) on completion of all jobs against the CONTRACTOR's certified Final Bill.
- ii) **Where Fabrication at Site is not involved:**
 - 40% (thirty percent) on erection of materials on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
 - 40% (forty percent) on alignment, grouting and painting etc. on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
 - 10% (ten percent) on issue of Mechanical Completion Certificate against the CONTRACTOR's certified Running Account Bill(s).
 - 10% (ten percent) on completion of all jobs against the CONTRACTOR's certified Final Bill.

C Electrical, Instrumentation, Railway siding, balance items & Misc. Works

- i) 45% (forty five percent) on erection/installation etc. on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
- ii) 35% (thirty five percent) on testing loops and system on pro-rata basis against the CONTRACTOR's certified Running Account Bill(s).
- iii) 10% (ten percent) on issue of Mechanical Completion Certificate against the CONTRACTOR's certified Running Account Bill(s).
- iv) 10% (ten percent) on completion of all jobs against the CONTRACTOR's certified Final Bill.

Note: For the purpose of payment of second milestone of 35%, "testing loops and system" shall mean "continuity & erection protocol" in respect of electrical cables, earthing strips and cable trays.

8.3.4 Adjustment of Mobilization Advance

- (i) The unadjusted balance of the Mobilization Advance shall be adjusted in full against payments due on Mechanical Completion.
- (ii) All payments other than the Mobilization Advance shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

9.0 MECHANICAL COMPLETION AND PRE-COMMISSIONING

- 9.1 For the purposes of this Contract, “**Mechanical Completion**” shall mean the completion of the following activities in relation to the Facility:
- (i) the construction of the Facility has been completed, checklist generated & punched with minor exceptions, Flushing, chemical cleaning including all other Pre-commissioning activities, MRT (Mechanical Run Test for Machine) & final boxup excluding system dry out and catalyst loading;
 - (ii) all Plant, equipment and machinery are installed and aligned;
 - (iii) all piping and instrumentation work and loop testing is complete;
 - (iv) all electrical work is complete, electrical systems are energized and motor no load runs are complete;
 - (v) all hydrostatic/pneumatic testing is completed;
 - (vi) safety valves and pressure relief valves are set and checked;
 - (vii) speed and direction of rotation of all prime movers are checked; and
 - (viii) DCS system (if applicable) is complete.
- 9.2 As soon as the conditions mentioned in Clause 9.1 have been satisfied in the opinion of the Contractor, the Contractor shall notify CWC/EIL in writing that the Facility is mechanically complete.
- 9.3 The Contractor shall divide the Facility into systems/subsystems as per the process/pre-commissioning requirement mentioned in the Specifications.
- 9.4 The Contractor shall issue a certificate in the prescribed format for each system for inspection and verification by the Engineer-in-Charge that construction has been completed in accordance with the Specifications.
- 9.5 Except for any deviation or modification agreed between CWC/EIL, the Engineer-in-Charge and the Contractor, if the Engineer-in-Charge is not satisfied that the relevant system/subsystem has achieved Mechanical Completion, it may endorse above Format accordingly, stating in what way the system/subsystem has not achieved Mechanical Completion in accordance with the Contract. The Contractor shall then expeditiously complete or rectify the list of outstanding items in accordance with the Engineer-in-Charge's suggestions and issue a certificate in the prescribed format, with agreed Punch-list Items to be attended to later.
- 9.6 The Contractor shall prepare and submit to the Engineer-in-Charge along with each above Format, a preliminary, but as definitive as possible a list containing all the outstanding Punch-list Items and procedures that require completion or rectification before the taking over of the Facility by CWC(the “**Punch List**”).
- 9.7 Upon the submission of the Punch List by the Contractor pursuant to Clause 9.6, the Engineer-in-Charge shall either approve such list or require such additions to and/or amendments of such list as it may reasonably consider necessary.
- 9.8 When prescribed Format for all systems/sub-systems comprising the Facility is issued, the Facility will be deemed to have achieved Mechanical Completion.

9.9 The Contractor shall thereafter be responsible for ensuring that:

- (a) the Punch-list Items are completed before the Facility is taken over by EIL unless otherwise agreed between the Parties; and
- (b) any pre-commissioning and commissioning procedures needed before the Facility is put into use are safely carried out.

9.10 Pre-Commissioning:

9.10.1 For the purposes of this Contract, “**Pre-Commissioning**” shall mean performance of those activities, which are required to be performed after acceptance of system on liquidation of all the punch point to make the Facility ready for commissioning and includes the completion of the following activities in relation to the Facility:

- (a) system checking as per Specifications;
- (b) Site modifications, if necessary;
- (c) internal inspection of Plant and equipment;
- (d) flushing/steam blowing;
- (e) air blowing of pipelines including gasket blowing;
- (f) purging of systems using inert gas;
- (g) leak test both for low/high pressure systems;
- (h) calibration of instruments;
- (i) checking of the electrical equipment for proper earthing;
- (j) conducting operability test on individual equipment/system;
- (k) charging of lubes and other chemicals;
- (l) Integration of all control systems of the unit with the control system of the Plant
- (m) Chemical Cleaning/De greasing where ever applicable
- (n) any other pre-commissioning activities mentioned in the Specifications.

9.10.2 Contractor will start Pre-Commissioning activities after acceptance of Prescribed Format for all systems/subsystems comprising the Facility by CWC/EIL/Engineer-in-Charge. The Contractor shall also be responsible for any fabrication and supply of temporary facilities such as temporary bypasses, spools, blinds, jump-overs, vents, strainers, screens etc. which will be required to carry out Pre-Commissioning activities.

9.10.3 The Contractor shall issue a ‘ready for commissioning’ certificate for the Facility to the Engineer-in-Charge for its Approval, in the prescribed format. If the Engineer-in-Charge is not satisfied that the Facility is ready for commissioning, it may endorse the Format accordingly, stating in what way the Facility is not ready for commissioning in accordance with the Specifications. The Contractor shall then expeditiously complete or rectify the list of outstanding items in accordance with the Engineer-in-Charge’s suggestions and once all such outstanding items are completed to the satisfaction of the Engineer-in-Charge, the Engineer-in-Charge shall declare the Facility to be ready for commissioning.

10.0 TESTS ON COMPLETION

10.1 Commissioning, Trial Operation and Handing Over

For the purpose of this Contract, '**Commissioning**' shall mean the successfully putting in to service the Plant, equipment, vessels, tanks, pipelines, machines, systems, sub systems, controls, monitoring, shutdown comprising the Facility in accordance with the procedures set out in the relevant operating manuals and/or as per the requirement of the process licensor and /or detailed engineering contractor/EIL and relevant statutory agencies after successful testing, pre commissioning and the trial runs and the documentation as per CWC/EIL format system.

10.1.1 As soon as:

- (a) all parts of the Facility has been demonstrated to have achieved Mechanical Completion pursuant to Clause 9.0 and the Contractor has issued the prescribed Format **(to be provided by Project)** relating to all systems/subsystems comprising the Facility in accordance with the provisions of Clause 9.5;
- (b) the Contractor has completed all Pre-Commissioning activities and has issued the prescribed Format **(to be provided by Project)**;
- (c) Facility is ready for the conduct of the Trial Operation and Handing Over in relation thereto; and
- (d) all the services and facilities which are necessary for the conduct of the Trial Operation and Handing Over of the facilities,

the Contractor shall notify CWC/EIL and the Engineer-in-Charge that it is ready to commence Trial Operation. Such notification must be sent by the Contractor to CWC/EIL and the Engineer-in-Charge within 7 (seven) days of the issuance of the prescribed Format under Clause 9.10.3. Unless otherwise agreed the Trial Operation shall commence on such day as the Contractor shall notify to CWC/EIL and the Engineer-in-Charge (which shall not be more than 10 (ten) days after CWC/EIL's/Engineer-in-Charge's receipt of the above-mentioned notice from the Contractor) and shall be conducted in accordance with the Contractor's Documents relating to the same as Approved by the Engineer-in-Charge.

10.1.2 The Trial Operation of the Facility shall be carried out for 14 (fourteen) days in accordance with the Contractor's Documents.

10.1.3 Upon successful completion of the Trial Operation and Handing Over of facilities, to the satisfaction of the Engineer-in-Charge, the Engineer-in-Charge shall direct EIL to issue a certificate to the Contractor in the the prescribed Format.

10.1.4 The Contractor shall at its own Cost arrange for all tools, equipments, gadgets, facilities or other things as may be deemed necessary by the Engineer-in-Charge for carrying out the Tests on Completion.

11.0 COMPLETION

11.1 When the Contractor has:

- (a) successfully completed Trial Operation and Handing Over of Facilities, as demonstrated by issuance of the prescribed Format by EIL;
- (b) completed all Punch-list Items;
- (c) submitted the Contract Performance Bank Guarantee in accordance with Clause

- 6.14;
- (d) provided to CWC/EIL such certification by the Contractor or other written evidence, as CWC/EIL may reasonably require, to demonstrate that the Contractor has complied with all relevant Applicable Laws and has obtained all relevant clearances in connection with the Works which it is the Contractor's responsibility to comply with or to obtain; and
 - (e) provided to CWC/EIL all such documentation and information such as manuals, systems descriptions, computer programs, access codes etc. that are necessary to enable CWC/EIL to properly test and use any part of the Works in accordance with Good Industry Practice and in compliance with the laws and regulations relating to environment, safety etc. and in order to attain the successful completion of works ,
the Contractor shall so notify CWC/EIL in writing.

12.0 DEFECT LIABILITY PERIOD

- 12.1 The Defect Liability Period shall be a period of 1 (one) year from the date of handing over or completion certificate of the project whichever is later.
- 12.2 The Contractor warrants that during the duration of the Defect Liability Period, the Works shall be free of all Defects.
- 12.3 If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the required Performance Levels, CWC will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. At CWC's option and Contractor's expense, CWC shall have the right to provide labour in connection with such repair or replacement to the extent that such labor can be provided by CWC's then-current permanent employees working at during normal working hours. The Contractor shall provide for all additional labor required for such repair or replacement and shall bear all Costs and expenses associated with repairing or replacing any Work, including costs incurred by CWC in relation to providing labor, employees and personnel for any such repairs or replacement. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with CWC's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects under this Clause 12.3, the Works meet the required Performance Levels.
- 12.4 If the Contractor fails to rectify any Defects in the Work during the Defect Liability Period, CWC (at its sole discretion) may:
- (a) Carry out the work itself or by others, in a reasonable manner at the risk and Cost of the Contractor; In addition to the costs, CWC shall be entitled to claim 15% (fifteen percent) of such costs towards the genuine pre-estimated damages suffered by CWC; or
 - (b) If the Defect or damage is such that CWC has been deprived of substantially the whole of the benefit of the Works or part of the Works, terminate the Contract in

respect of such parts of the Works as cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, CWC shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Goods and Materials to the Contractor and the provisions of Clause 39 shall not apply.

- 12.5 If the Defect or damage is such that it cannot be remedied expeditiously on the Site and if CWC gives consent, the Contractor may, remove from the Site for the purpose of repair any part of the Works, which is defective or damaged. Such consent may require the Contractor to increase the amount of Contract Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to CWC.
- 12.6 If the repair or remedy of any Defect or damage is such that it may affect the performance of the Works, CWC may, within 30 (thirty) Working Days after such repair or remedy, require that certain tests be repeated as may be necessary to demonstrate compliance with the Required Performance Levels.
- 12.7 If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such part shall start again for a period of 1 (One) year from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge (**“Extended Defect Liability Period”**).

13.0 FINAL COMPLETION CERTIFICATE

- 13.1 Upon the expiry of the Defect Liability Period (or Extended Defect Liability Period, as applicable), but subject to there being no outstanding obligation of the Contractor to rectify the defects notified during such period, CWC shall issue the Final Completion Certificate to the Contractor (“Final Completion Certificate”). The Contract shall not be considered to have been completed until the Final Completion Certificate has been signed by CWC and delivered to the Contractor, stating the date on which the Contractor has completed its obligations under the Contract. Only the Final Completion Certificate shall be deemed to constitute Approval of the Works by CWC.

14.0 MEASUREMENT

- 14.1 All measurements under this Contract shall be in the metric system and except where expressly indicated to the contrary in the Contract, all measurements shall be taken in accordance with the procedure set out in the Contract notwithstanding any provision(s) in the relative standard method of measurement or any other general or local custom to the contrary.
- 14.2 All measurements shall be taken jointly by the Engineer-in-Charge or his representative on the one hand and the Contractor or the Contractor’s Representative on the other hand and the Contractor shall be bound to present the Contractor’s Representative for measurement(s) whenever so required by the Engineer-in-Charge and the Contractor’s Representative shall remain present throughout the time required for joint measurements.

- 14.3 If the Contractor absents itself for any reason whatsoever on the date appointed for joint measurements, the measurements shall be taken by the Engineer-in-Charge or its representative in the absence of the Contractor and such measurements signed by the Engineer-in-Charge or its representative shall be final and binding upon the Contractor.
- 14.4 Measurements shall be signed and dated on each page by the Contractor or the Contractor's Representative and the Engineer-in-Charge or his representative. If the Contractor objects to any of the measurements recorded, including the mode of measurement, such objection shall be noted in the measurement book against the item objected to and such note shall be signed by the Contractor's Representative and the Engineer-in-Charge or its representative. In the absence of any noted objections, the Contractor shall be deemed to have accepted the relative measurements as entered in the measurement book and shall be barred from making or recording any objection in respect of the measurements recorded in the measurement book.
- 14.5 All measurement(s) relative to which any objection(s) have been noted in the measurement book shall be submitted to the Engineer-in-Charge for its decision and the decision of the Engineer-in-Charge shall be final and binding on the Contractor.
- 14.6 In case of discrepancy between measurement of work specified in the special conditions of contract , Standard Specification/ Job Specification, Schedule of Rates etc., precedence shall be given in following order:
- a) Measurement of works as specified in Special Conditions of Contract.
 - b) Measurement of works as mentioned in Standard Specification/ Job Specification.
 - c) Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.

In case the clarity is not available through (a), (b) & (c) above, then it shall be as prescribed by the Bureau of Indian Standards ("BIS") and if it does not so prescribed by BIS, then measurement of works shall be as decided by Engineer-in-Charge, which shall final and binding upon the Contractor.

- 14.7 Wherever the unit of items has been indicated as lumpsum, the payment shall be made on lumpsum basis on completion & no mode of measurement shall be applicable.

15.0 DELETED

16.0 FORCE MAJEURE

- 16.1 Neither Party is responsible for any failure to perform its obligations under the Contract, if it is prevented or delayed in performing those obligations by an event of Force Majeure.
- 16.2 An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("**Affected Party**") and which by the exercise of reasonable diligence the Affected Party was unable to prevent and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- 16.3 Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.
- 16.4 Upon completion of the event of Force Majeure the Affected Party must as soon as reasonably practicable recommends the performance of its obligations under the Contract. Where the Affected Party is the Contractor, the Contractor must provide an amended Works Programme rescheduling the Works to minimize the effects of the prevention or delay caused by the event of Force Majeure.
- 16.5 An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 16.6 The Contractor has no entitlement and CWC has no liability for:
- (a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
 - (b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

16.7 If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause 0, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

16.8 In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

17.0 SUB-CONTRACTING

17.1 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by CWC/EIL after award of work.

17.2 Following the notification of Acceptance of Bid the CONTRACTOR will submit to the CWC for approval, the details of Sub-Contractors as per Appendix -3 to these Special Conditions of Contract. CONTRACTOR shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.

18.0 QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY PERSONNEL

18.1 Qualification and Experience of Key Supervisory Construction Personnel to be deployed for this work shall be as per **Appendix-4** to these Special Conditions of Contract. CONTRACTOR shall submit bio-data of Key Supervisory Personnel meeting the requirement of this Appendix, after award, which will be reviewed and approved by Engineer-in-Charge.

19.0 LIABILITY OF GOVERNMENT OF INDIA

19.1 It is expressly understood that Govt. of India is not a party to this Contract and has no liability, obligations or rights hereunder. It is expressly understood that CWC is an independent legal entity with power and authority to enter into the Contract solely on its behalf under the Applicable Laws and general principles of contract law.

19.2 The Contractor expressly agrees and acknowledges and understands that CWC is not an agent, representative or delegatee of Government of India.

20.0 COMPUTERIZED CONTRACTOR'S BILLING SYSTEM

Contractor should follow the following billing system:

20.1 The Running Bills will be prepared by the Contractor on their personal computers as per the standard formats and codification scheme proposed by CWC/EIL. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. The Contractor will submit these data to CWC/EIL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The

Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

- 20.2 CWC/EIL will utilize this data for processing and verification of the Running Bills of the Contractor.

21.0 EXCAVATION BY BLASTING

- 21.1 The Contractor shall obtain license from the relevant Authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 2008 (as made under the Explosives Act, 1884), as amended from time to time. The Contractor shall purchase the explosives, fuses, detonators etc. only from a licensed dealer and shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorized representative shall have access to check the Contractor's store of explosives and its accounts. In case where the explosives are required to be transported and stored at Site, relevant clauses of the Explosives Rules 2008 as amended subsequently shall apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations.

22.0 IMPORT LICENCE

- 22.1 Contractor shall arrange for the import of all materials required for permanent incorporation in the Works as well as construction equipment as per the guidelines laid down by the Government of India. CWC shall not provide import licence.

23.0 OTHER CONTRACTORS

- 23.1 The Contractor agrees and acknowledges that that access to the Site and access routes thereto, has been granted to the Contractor on a non-exclusive basis, and that CWC, may at its sole discretion, grant access thereto, to other Persons ("Other Contractors") to undertake thereon, any works other than those contemplated under the Contract. Further, the Contractor shall at all times undertake its works in such manner, as to not cause minimal disturbance to the Other Contractors, in the performance of the works allocated to such Other Contractors.

24.0 LIMITATION OF LIABILITY

- 24.1 The aggregate total liability of the Contractor to CWC under the Contract shall not exceed the total Contract Price, except that this Clause 24.0 shall not limit the liability of the Contractor for following:
- (a) In the event of breach of any Applicable Law;
 - (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
 - (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

24.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

25.0 GENERAL

25.1 In addition to other requirements specified in the Bidding Document, CONTRACTOR shall submit to the office of the Consultant six hard copies of the critical drawings (agreed during the Kick-Off meeting) requiring approval of the CWC/EIL.

26.0 INDIRECT OR CONSEQUENTIAL LOSS

26.1 The CONTRACTOR shall not be liable for loss of use of any part (or full) of the works or for loss of production, loss of profit or other indirect or consequential loss or any like damage which may be suffered by the CWC in connection with the Contract.

27.0 MARINE COVER AND ERECTION ALL RISK COVER INSURANCE

The Provisions of the Bidding Document with respect to Insurance of materials for permanent incorporation and services stand modified to the following extent:

27.1 Contractor shall arrange at its own cost, following insurance covers in which the contractor and the sub contractors shall be co insured. Following insurance cover shall be obtained for materials and services which are required for permanent incorporation in the project as CWCs assets:

- a) Marine Cover as per ICC-A
- b) Standard EAR Cover
- c) Terrorism cover for Project site

27.2 The CONTRACTOR shall take Erection All Risk Cover Insurance with CWC as beneficiary. The insured amount under the Erection All Risk Cover Insurance shall be for full replacement value. The above cover if subject to any deductibles on account of excess, shall be borne by the CONTRACTOR.

27.3 Any loss or damage to the materials during ocean transportation, port/custom clearance, during inland and port handling, inland transportation, storage, erection, final test and commissioning, shall be to the account of CONTRACTOR and ,the CONTRACTOR shall be exclusively responsible within the scope of supplies in respect of materials and within the scope of services in respect of works ,to make good any damage or loss to the materials and works, by way of repairs and/or replacement, as the case may be ,pending insurance claim. No delay shall be made by the CONTRACTOR in repair/replacement pending such claim. The CONTRACTOR shall

- raise the insurance claim in case of damage to the materials and/or works with all supporting documents for such claims.
- 27.4 The CONTRACTOR shall bear the entire cost of arranging all documents/ information, facilitating inspection/discussions by the officials/surveyors deputed by the Insurer. The CONTRACTOR shall make all efforts to get settlement of claim at the earliest and note extension for completion of work will be given for delay on this account.
- 27.5 The cost of all depreciation, if any, shall be borne by the CONTRACTOR.
- 27.6 CONTRACTOR shall be liable solely to adhere to the requirements of the insurer for settlement of claims without prejudice to the rights of CWC/Insurer. During claim, following steps, which are not exhaustive, are required to be taken by CONTRACTOR:
- a) Timely information of occurrence of risk event i.e. within 24 hours, for conducting survey.
 - b) Protecting the rights of insurer while issuing acknowledgements.
 - c) Lodging of monetary claims in time and furnishing of requisite documents to surveyors/Insurer.
 - d) Taking necessary precautions so that the loss/damage is not aggravated further.
 - e) Fully protecting the Damaged goods.
- 27.7 Any money received by the CWC under any policy or policies of insurance shall be held by the CWC for proportionate payment to the CONTRACTOR in respect of any appropriate repairs under taken and/or replacement(s) made by the CONTRACTOR. Should the CONTRACTOR fail to under take in whole or part such repairs and/or replacement(s) and other works necessary consequent upon the occurrence of any contingency covered by such insurance, CWC shall be entitled to get the work done in whole or parts for such repair/replacement through any other agency(ies), without prejudice to any other rights or remedies available to the CWC, at the sole risk & cost of the CONTRACTOR.
- 27.8 Subject to clause 27.7 above, if the insurance claim amount as settled by insurance company is in foreign currency for the Marine Cover and Erection All Risk Cover Insurance the same shall be paid by CWC to the CONTRACTOR in foreign currency.
- 27.9 All costs towards carrying out survey at different points of transit of goods for the purpose of obtaining above Insurance policy for the works is included in the Insurance Policy taken by CONTRACTOR.
- 27.10 Without prejudice to above Clauses, the Contractor shall be required to take out and maintain at all times during the subsistence of this Contract, adequate insurance coverage in respect of:
- (a) any damages or compensation against claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto, payable under Applicable Laws in respect or any consequence of any accident or injury to any Contractor's Personnel during or pursuant to their employment by the

- Contractor or by the Contractor's Subcontractors, save and except an accident or injury resulting from any act or fault of EIL;
- (b) all Contractor's Equipment brought on to the Site by the Contractor or its Subcontractors for use in connection with the Works, to the extent of their full value against all loss or damage from whatever cause arising; and
 - (c) third party liability for physical loss of or damage to any third party property or injury to or death of any third party which may arise out of or in connection with the execution of the Works at the Site by the Contractor or EIL, (collectively "**Contractor's Insurance**").

28.0 PRICE VARIATION

- 28.1 No price variation shall be admissible in the Contract except for statutory variation in applicable taxes & duties within the Contractual Completion Schedule.

29.0 MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT (GCC)

- 29.1 Clause No. 10B of GCC: Secured advance on Non-Perishable material stands deleted.
- 29.2 Clause No. 10 C of GCC: This clause of GCC stands deleted.
- 29.3 Clause No. 10 CC of GCC: This clause of GCC stands deleted.
- 29.4 Clause No. 33 of GCC: This clause of GCC stands modified to the following extent:

"All materials brought to the site shall be the CWC's property. Only construction machinery and tools/ tackles brought to the Site by the Contractor and properly recorded with the CWC shall be allowed to be taken out of Site. Any surplus materials, after completion of works, shall also be allowed to be taken back after approval of Engineer-in-charge. However, the Contractor shall indemnify the CWC against any claims on account of Taxes/Duties etc. by the statutory authorities on such surplus materials."

30.0 MAJOR MILESTONE FOR COMPLETION

The Major milestone for completion shall be as provided in the **APPENDIX-6** of SCC of Bidding Document.

31.0 SUPPLY OF STEEL & CEMENT:

The contractor shall purchase Steel & Cement in line with **Appendix – 5**.

32.0 THIRD PARTY INSPECTION AGENCIES

Inspection shall be done by TPIA as per the Technical part of Bidding Document.

33.0 SPECIAL CONDITIONS OF CONTRACT-TECHNICAL

Special Conditions of Contract-Technical are attached as **Appendix-6**.

34.0 CHANGE IN LAW

34.1 “**Change in Law**” means the occurrence of any of the following after the Base Date i.e. last date for submission of the Bid/revised Bid, if any:

- a) The enactment of any new law in India;
- b) The repeal, modification or re-enactment of any existing Indian law;
- c) The commencement of any Indian law which has not entered into effect until the date of signing of the Contract;
- d) Change in the application of any Indian law by Government Authority via issuance of circulars/ clarifications or by a court which has become final conclusive and binding;
- e) Increase/ Decrease in the rate of Taxes in force after the Base Date;
- f) Change in the basis of computation of Taxes in force after the Base Date, in such a manner that it has a material effect (positive or negative) on the Contract.

Notwithstanding anything mentioned above, Change in Law will not include any change in direct tax laws (which include income tax, corporate tax, profession tax and wealth tax or any other taxes, duties, levies etc. which were not declared as included in its quoted price) for which the Contractor is the responsible party.

34.2 In the event that the Contractor reasonably considers that there is a Change in law as a result of which the Contractor suffers an increase in Cost or reduction in net financial burden payable with respect to execution of the Works , the Contractor shall give notice to the Engineer-in-Charge as soon as is reasonably practicable with:

- i) details of the Change in Law;
- ii) any other information which the Engineer-in-Charge reasonably requires (including the Contractor's estimate of any increase or decrease in the Contract Price incurred by it as a consequence of a Change of Law, any Variation for making the Works compliant with the Change in Law and/or changes to the Works Programme that will be incurred in complying with that Change of Law).

34.3 If the Change of Law requires a Variation or the Contractor/CWC is beneficially affected by a Change of Law, the Engineer-in-Charge must within 14 (fourteen) Working Days of receiving the Contractor's notification under Clause 26.2 provide a direction to either:

- i) proceed with the Variation as proposed by the Contractor or as deemed appropriate by CWC; or
- ii) vary the Works on a different basis as directed by CWC; or
- iii) not proceed with the Works in which event the Contractor will be relieved of its obligations to comply with the subject of the Change in Law.

34.4 If the Engineer-in-Charge provides a direction under clauses 26.3(i) and 26.3(ii), such direction will be treated as a variation.

34.5 To the extent that a Change of Law causes the Contractor to incur more Cost or less Cost than it would otherwise have incurred, the difference shall be compensated by CWC or the benefit of lower Costs shall be passed on to CWC by the Contractor, as the

case maybe. The Contractor shall produce sufficient proof and estimate of increase in Costs for CWC's consideration.

35.0 GOVERNING LAW & JURISDICTION

35.1 This contract including all matters connected with this contract shall be governed by Indian Laws exclusively both substantive and procedural for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at New Delhi.

36.0 GUIDELINES FOR RADIOGRAPHY AND OTHER NDT REQUIREMENTS

36.1 As per Appendix-7 to SCC

37.0 PRICE REDUCTION FOR DELAY

37.1 As per clause no. 2 of GCC which stands modified as below:

37.2 The extension of time shall be the sole remedy of the Contractor for any cause or event of delay mentioned in elsewhere in the Contract and other than as provided in the Contract, the Contractor shall not be entitled to claim any damages or compensation in addition to or in lieu of such extension of time.

38.0 FRAUDULENT PRACTICES

38.1 The CWC requires that Bidder/Vendor/ Contractor observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the CWC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the CWC of the benefits of free and open competition.

38.2 The CWC will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

38.3 In case, the information/ document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, CWC shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to CWC under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

38.4 In case, this issue of submission of false document comes to the notice after execution of work, CWC shall have full right to forfeit any amount due to the Bidder/Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Bidder/Vendor/Contractor.

38.5 Further, such Bidder/Vendor/ Contractor shall be put on Blacklist/ Holiday/Negative List of CWC debarring them from future business with CWC and EIL for a time period, as per the prevailing policy of CWC and EIL.

39.0 TERMINATION

39.1 Termination for Convenience

CWC shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 14 (fourteen) days to the Contractor. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

39.2 Termination Due to Contractor's Default

The Contract may be terminated by CWC, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Contractor (each a "**Contractor's Event of Default**") by issuing a notice to the Contractor, stating the intention of EIL to terminate the Contract:

- (a) fails to complete Mobilisation within the Time for Mobilisation as specified elsewhere in the Bidding Document;
- (b) commits a material breach of its obligations under the Contract;
- (c) abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
- (d) fails to adhere to the Specifications and/or Variations in terms of the Contract;
- (e) the Contract Price is reduced to the maximum extent specified in Clause 37.0, yet the delay in respect of which the reduction was made continues to subsist;
- (f) a petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction, except voluntary change in partnership/ constitution of Contractor's organisation (if a partnership/ Company) or liquidation for the purpose of amalgamation or reconstruction subject to CWC's acceptance to continue the Contract with the re-constituted firm/ company.
- (g) Contractor fails to replace or remedy Defective Work;
- (h) gives any warranty or makes any representation under the Contract which is found to be false or misleading;
- (i) fails to furnish or renew the Contract Performance Bank Guarantee;

- (j) fails to obtain and maintain insurance in accordance with its obligations under the Contract; or
- (k) commits any default under any Applicable Law.

32.3. If the Contractor fails to remedy or rectify the default stated in the notice issued by CWC under Clause 39.2 within 30 (thirty) days of receipt of such notice, CWC shall be entitled to terminate the Contract by issuing a termination notice and expel the Contractor from the Site (but without thereby releasing the Contractor from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on CWC under the Contract up to the date of termination). However, in case of events specified in Clause 39.2 (c) and (f), CWC shall be entitled to immediately terminate the Contract without giving any notice to the Contractor.

39.3 Procedure on Termination

39.3.1 Upon termination of the Contract under Clause 39.3:

- (a) CWC may complete the Works and/or arrange for other entities to do so at the risk and Cost of the Contractor. CWC and its entities may then use the access roads, the Contractor's Documents and all other facilities made by or on behalf of the Contractor;
- (b) Call upon the whole or such portion of the Contract Performance Bank Guarantee amount as CWC may consider fit;
- (c) Recover from the Contractor the cost of carrying out the balance Works in excess of the sum which the Contractor would have been paid according to the Final Bill, if the Works had been carried out and completed by the Contractor under the terms of the Contract. The amount to be recovered may be deducted by CWC from any amount due to the Contractor under the Contract. Any amount outstanding to CWC under this Clause 39.4.1 (c) shall be recovered from the Contractor as a debt due;
- (d) Enter upon the Site and expel the Contractor. CWC may, to the exclusion of any right of the Contractor, take over and use, without payment to the Contractor, any Contractor's Equipment, materials, goods, machinery or other items which are on the Site in connection with the Works for any reasonable period as CWC considers necessary for the performance and completion of the Works.

39.3.2 Upon termination of the Contract under Clause 39.3, the Contractor must either immediately or upon any date as is specified in the notice of termination:

- (a) cease all further work, except for any work CWC may specify in the notice of termination;
- (b) terminate all Subcontracts, except those to be assigned or novated to CWC in accordance with paragraph (d) below;

- (c) deliver to CWC the parts of the Works performed by the Contractor up to the date of termination;
- (d) to the extent legally possible assign or novate to CWC all right, title and benefit of the Contractor to the Works as at the date of termination, and, as may be required by CWC, in any subcontracts between the Contractor and its Subcontractors;
- (e) subject to Clause 39.4.1 (d), remove all Contractor's Equipment, surplus materials, scaffolding from the Site, dismantle and remove its Site offices and quarters and other Temporary Works and structures and repatriate the Contractor's Personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- (f) deliver to CWC all documents prepared by the Contractor in connection with the Works as at the date of termination.

Should the Contractor fail to comply with the provisions of sub-Clause (e) above, CWC shall have the right, at the sole risk and Cost of the Contractor, to clear the Site of all rubbish, scaffolding, surplus materials, Contractor's Equipment, machinery, dismantle and remove the Contractor's Site offices and other Temporary Works and store, sell, dispose of and/or otherwise deal with any of the above and the Contractor shall forthwith on demand pay CWC the costs and expense incurred by CWC in this regard with an additional amount equivalent to 15% (fifteen percent) of such costs and expenses to cover CWC's overheads. CWC shall have the right to recover such amounts from: (i) the proceeds of any sale or disposal of the Contractor's Equipment, machinery, surplus materials, Temporary Works or other items removed from the Site; and (ii) any amounts due to the Contractor under the Contract.

Nothing contained in this Clause or otherwise in the Contract shall constitute CWC as a trustee or bailee for or in respect of any of the Contractor's Equipment, surplus materials, machinery or other items or things removed, cleared, demolished or dismantled as mentioned above and CWC shall not be bound by any duty of care in respect thereof.

39.3.3 Notwithstanding anything contained in Clause 39.4.2 above, upon termination of the Contract, CWC may require the Contractor to:

- (a) complete or take to an intermediary stage of completion any item of the Works already commenced by the Contractor; and
- (b) take such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the Works already completed by the Contractor.

**SPECIAL CONDITIONS
OF
CONTRACT(TECHNICAL)**

Appendix-6

Special Conditions of Contract-Technical

- 1.0 Prior to the bid LSTK Contractor shall acquaint with the proposed project site and shall collect all data pertaining to availability of raw material, material stacking, fabrication, site office, labor colony etc. complete. In case contractor find space constraints for execution of construction activities within the project premises of Project site, contractor to arrange additional area outside the Project complex at no extra cost to client. Accordingly, contractors have to make their offices in the form of porta-cabin/ prefabricated temporary office inside the project complex by their own cost.
- 2.0 Soil Investigation has been carried out by CWC and its report is enclosed with the tender documents for LSTK for Design and Engineering of Structures.
- 3.0 List of Major Milestone for LSTK package is attached as ANNEXURE-I of this document. Contractor to adhere to these milestone while preparation of the overall planning of LSTK package.
- 4.0 Defect liability period will be of 12 months and during the defect liability period all maintenance, dismantling & reconstruction for removal of defect, replacement of equipment, supply of spares, consumables etc. is LSTK Contractor's Scope.
- 5.0 Supply of Lube Oil, Grease and other chemicals etc. and consumables required during Pre commissioning, Commissioning, Mechanical Completion and till the expiry of defect liability period shall be in LSTK contractor's scope.
- 6.0 Chemicals required for chemical cleaning of Equipment and Piping are under LSTK scope.
- 7.0 Tools and tackles, cranes, calibration and testing equipments etc. along with any special requirement given by Vendor/ Supplier for execution, pre-commissioning, and commissioning, Mechanical completion and during the defect liability period shall be in LSTK contractor scope and the same shall be handed over to client with a consolidated list.
- 8.0 Mandatory spares list preparation, its approval from CWC/PMC, is LSTK contractor's scope of work.
- 9.0 CEO/ Director of the LSTK Contractor must be present in the monthly review and management review meeting with CWC/ PMC. This is required for quick decision making and expeditious project implementation.

- 10.0 Safety induction programs will be conducted by LSTK contractor in presence of CWC/PMC safety representative before issuing gate passes to new workers.
- 11.0 Contractor to provide chemical mobile toilets for workers inside the Project complex for gents and ladies separately.
- 12.0 Water sprinkling (Dust suppression) on project site & on roads, road cleaning & housekeeping etc to keep area clean & dust free during project execution is LSTK contractor's responsibility. Contractor makes arrangement for above work.
- 13.0 Constructability study, erection feasibility study is to be carried out by LSTK Contractor and report shall be submitted to PMC/CWC within 60 days from award of contract.
- 14.0 Construction WBS (Work Breakdown Structure) containing all activities of Construction is to be prepared by LSTK contractor.
- 15.0 LSTK contractor to arrange separate Inspection & Expediting team for Critical and all other material follow up, also depute representative at vendor shop for day to day follow up and weekly report shall be submitted to PMC/CWC.
- 16.0 CWC/PMC shall participate in Inspection of critical equipment/items along with the Third Party Inspection agency(TPI). Contractor to give 04 weeks advance intimation for Indigenous item inspection.
- 17.0 Contractor to submit Quality assurance program of LSTK package in respect of all materials to be supplied and works to be performed by LSTK contractor, CWC/PMC shall review and approve. Regular quality audit is to be arranged by LSTK contractor in presence of CWC/PMC.
- 18.0 QA/QC report to be prepared for entire LSTK package on regular basis and to be submitted to CWC/PMC for monitoring corrective action by concerned agencies.
- 19.0 LSTK contractor to prepare Overall project specific Quality Assurance and Quality Control (QA/QC) system for various phases of the project (i.e. Engineering, Procurement, Construction and commissioning). Approval from CWC/PMC to be obtained on QA/QC program and QAP for equipments/instruments/electrical items/package items etc.
- 20.0 LSTK contractor has to meet all the statutory requirement and guidelines pertaining to safety.
- 21.0 Store management and project store construction with complete infrastructure for storing /handling of material of difference categories at site is LSTK contractor's scope of work, Lining up of agency for transportation of material from transporter godown to project store/site is LSTK contractor's scope of work.
- 22.0 Construction site security including stored items is in LSTK contractor's scope.
- 23.0 First aid facility at Construction site (round the clock) for meeting any eventuality, Contractor to arrange the same till expiry of defect liability period of the Project.

24.0 Contractor shall not be entitled to any extension of time in respect of any delays caused directly or indirectly by any of the followings:

- (a) Any default by Contractor, or
- (b) Inclement weather conditions(including, without limitation, monsoon or other storm conditions), or
- (c) Commercial hardship

25.0 **PROJECT RISK MANAGEMENT:** To be performed as per below:

26.1 INTRODUCTION

Project Risk Management is the systematic process of identification of potential problems in the execution of Projects before they occur so that appropriate pro-active actions can be planned to eliminate or mitigate the impact of risks on projects' overall objectives of Time, Cost & Quality.

Risk is defined as the possibility of an event that could adversely affect achievement of Project objectives.

Project Risk Management considers both internal and external factors impacting Cost, Schedule, Quality& HSE.

26.2 PROJECT RISK MANAGEMENT SYSTEM

26.2.1 Bidder shall establish a Project Risk Management System for identification, quantification and categorization of risks spread over the entire life cycle of the Project. The Risk Management System shall be approved by PMC/ Client.

26.2.2 While identifying the risks, bidder to ensure comprehensive coverage of risks under various functions of Project execution viz. Detailed Engineering, Procurement, Sub-contracting, Construction & Commissioning. Various other categories such as HSE, Local issues, Statutory approvals, Locational problems should also be considered for identification of risks.

26.2.3 Bidder shall quantify risks based upon their probability of occurrence and overall impact on the Project Objective.

26.2.4 Bidder is required to maintain a Project specific risk register enlisting all the identified risks, their respective risk scores, categorization and action plan to mitigate the impact. Risk register shall be continuously reviewed and updated by the bidder based on latest status of activities.

26.2.5 Bidder shall submit Monthly Project Risk Management Report to PMC/ Client including Risks and their mitigation plans.

26.2.6 During monthly Project Review Meetings with PMC/ Client bidder shall present and discuss all Critical/ Major risks identified along with their mitigation plans.

27.0 DELAY ANALYSIS

Bidder is required to submit each equipment / activity wise detailed delay analysis on a quarterly basis consolidating summary of delayed activities along with the reasons for delay and their impact on overall schedule. Agency responsible for the delay should also be clearly indicated.

Delay analysis shall be based on overall schedule (issued for implementation). In case revised schedule or target schedule is prepared for the job, delay analysis shall be carried out based on all schedules viz. original schedule, revised schedule & target schedule.

Overall Project Completion: 10 Months

Total delay on the project completion shall be analyzed as follows:-

Delay (Function wise / activity wise)	Time Impact	
	(Months / Weeks)	(%age)
a) Basic Engg. (Process)	-----	----- %
b) Detailed Engg. - Function wise as applicable	-----	----- %
c) Ordering	-----	----- %
d) Mfg. / Delivery	-----	----- %
e) Transit	-----	----- %
f) Tendering	-----	----- %
g) Construction	-----	----- %
h) Force majeure reasons	-----	----- %
i) Any other reason not mentioned above	-----	----- %

TOTAL DELAY _____ MONTHS / WEEKS.

NOTE: BACKUP DETAILS FOR THE ABOVE SHALL BE SPECIFICALLY MENTIONED AGAINST EACH.(Format shall be decided in consultation with Client/ PMC during execution phase.)

Delay Analysis (Function wise / Activity wise): -

Delay analysis/ major reasons attributed to total delay of the project shall be specifically analyzed by the bidder and highlighted in these chapter w.r.t. agencies responsible for project execution. Backup details for the above shall be specifically mentioned against each. While preparing delay analysis Function wise major activities delayed during the execution of the Project w.r.t. Overall Project Schedule, Revised Schedule or Target Schedule shall be identified by the bidder.

Delay analysis shall be submitted by the bidder for Client/ PMC review/ approval and shall be finalized in consultation with them.

28.0 ACCESS CONTROL SYSTEM(ACS)

- a) Photo entry card facility at the entrance gate for safety and security purpose shall be provided LSTK Contractor workers of storage silo Project.
- b) Entry card with photo identification shall be issued to individual. Any one of the following documentary evidence containing photo & address of the individual shall be considered for issue of Entry card-
 - i) Aadhar Card
 - ii) Ration Card

- iii) Driving License
 - iv) Voter ID Card
 - v) Passport
 - vi) Any other, photo ID card with address issued by the Government authority, Municipality etc.
- c) Entry card is based on manual system and every worker must present entry card issued to them, during gate entry.
 - d) All the entry card issued by CWC shall remain the property of CWC and must be returned to CWC with complete reconciliation after completion of job.
 - e) Any loss/ damage of entry card shall be on LSTK Contractor's account.

Financial implication, if any, from loss of card / non surrender of cards after completion of project, etc shall be to the bidders account, Lost/damaged/non surrender card etc. amount shall be deducted from Contractor's final bills.

29. **HSE FOR LABOURS:** HSE for labours considering labour colony including sanitation, drinking water, dispensary, Canteen, Power supply, Cleaning etc. shall be in LSTK contractor's scope and contractor shall adhere all safety norms as per Government/statutory guideline and bidding documents.

ANNEXURE - I
MAJOR MILESTONE

SL. No.	MILESTONE DESCRIPTION	SCHEDULE FROM DATE OF AWARD (Months)
POST AWARD PROJECT ACTIVITIES		
1.	AWARD OF WORK TO SUCCESSFUL BIDDER	0
2.	KICK-OFF MEETING WITH CONTRACTOR	0.5
3.	SITE MOBILISATION AND ESTABLISHMENT OF SITE OFFICE	1
4.	MAJOR ENGINEERING COMPLETION	4
5.	SILOS ERECTION INCLUDING CONVEYORS AND BUCKET ELEVATOR	7
6.	COMPLETION OF BUILDING WORKS INCLUDING FINISHING WORKS	9
7.	ORDERING OF ALL MAJOR EQUIPMENT	2
8	ORDERING OF ALL EQUIPMENTS (100% ORDERING)	3
9.	MECHANICAL COMPLETION	9
10.	PRE-COMMISSIONING AND NO LOAD RUN OF MOTORS INCLUDING COMMISSIONING OF PLANT INCLUDING HANDING OVER	10

VENDOR LIST

LIST OF APPROVED ALL VENDOR FOR PACKAGE EQUIPMENT ITEMS

S.NO.	DESCRIPTION OF ITEMS	VENDORS
1.	BELT SCALE (06BH)	I. IPA PVT LTD. (1067)
2.	FILTERBAG TYPE (06EB)	I. BATLIBOI ENVIRONMENTAL ENGG. LIMITED (B175) II. COPERION IDEAL PVT. LTD. (C206) III. DAHLMAN (TECHNISCH BUREAU DAHLMAN B.V) (D695) IV. F. HARLEY & CO. PVT LTD (F069) V. FAUDI GMBH (F616) VI. SIEMENS ENERGY INC (FMRLY W513) (S855) VII. THERMAX LIMITED (T023) VIII. TILGHMAN WHEELABRATOR LTD (T594)
3.	CONVEYOR OVERHEAD / DRAG-CHAIN (07BA)	I. ELECON ENGG. CO. LTD. (E002) II. INDIANA CONVEYORS PVT LTD (1208)
4.	ELEVATOR-BUCKET (07DC)	I. BHP ENGINEERS (P) LTD (B167) II. COBIT ENGINEERING PVT. LTD (C150) III. DECCAN MECHANICAL & CHEM. IND. (P) LTD. (D007) IV. ELECON ENGG. CO. LTD. (E002) V. EEL INDIA LIMITED (E095) VI. INDIANA CONVEYORS PVT. LTD. (1208)
5.	ELECTRONIC WEIGH SCALE (11C)	I. AVERY INDIA LTD. (A047) II. BLUE STAR LTD (B029) III. HYEDRRABAD TULAMAN LTD. (FORMERLY N-015) (H134) IV. IPA PVT LTD (I067)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

		V. PRECIA MOLEN INDIA PVT. LTD (P323)
6.	ELECTRIC HOISTS (07AF)	I. ARMSEL MHE PVT LTD (A086) II. CONSOLIDATED HOISTS PVT LTD (C035) III. EDDY CRANES ENGRS (P) LTD (E072) IV. GRIP ENGINEERS PVT LTD (G183) V. HERCULES HOISTS LTD (H129) VI. INGERSOLL RAND COMPANY (USA) (1572) VII. MEEKA MACHINERY PVT LTD (M248) VIII. SAFEX ENGINEERS P. LTD (S256) IX. STAHL CRANE SYSTEMS GMBH (S853) X. W.H. BRADY & CO. LTD (W005)
7.	CHAIN PULLEY BLOCK (07AH)	I. HERCULES HOISTS LTD (H129) II. TRACTEL TIRFOR (I) PVT LTD (T038) III. W.H. BRADY & CO. LTD (W005) IV. BHP ENGINEERS (P) LTD (B167) V. FMC COPROARTION (F502) VI. INDIANA CONVEYORS PVT. LTD. (1208) VII. KHD HUMBOLDT WEDAG AG (K563)
8.	CONVEYOR BELT TYPE (07BK)	I. BHP ENGINEERS (P) LTD (B167) II. BTL EPC LIMITED (B168) III. BEUMER MASCHINEFABRIK GMBH & CO. KG, GE (B593) IV. COBIT ENGINEERING PVT. LTD (C150) V. CABLE BELT LIMITED (C533) VI. ELECON ENGG. CO. LTD. (E002) VII. INDIANA CONVEYORS PVT. LTD. (1208) VIII. MITSUBISHI HEAVY INDUSTRIES LTD (M502) IX. REI FRANCE (R567) X. TATA ROBINS FRASER LTD (TRF LTD) (T017) XI. THYSSENKRUPP INDUSTRIES INDIA PVT. LTD. (T209)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

9.	BELT FOR CONVYOR (07BL)	<ul style="list-style-type: none"> I. ANIL RUBBER MILLS PVT LTD (A210) II. GOODYEAR INDIA LTD (G049) III. HINDUSTAN RUBBERS (SILVASA) (H145) IV. JONSON RUBBERS INDUSTRIES LTD (J153) V. NORTHLAND RUBBER MILLS (N063) VI. ORIENTAL RUBBER INDUSTRIES LTD (O006) VII. SOMI CONVEYOR BELTINGS LTD (S110)
10.	SWITCHBOARD HV (INDOOR) WITH VCB BREAKR (13BA)	<ul style="list-style-type: none"> I. ABB INDIA LTD (NASIK) (A309) II. BHEL (BHOPAL) (B041A) III. CROMPTON GREAVES LTD (C010) IV. JYOTI LIMITED (J001) V. LARSEN & TOUBRO LTD – TAMCO DIV (L088) VI. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103) VII. MEGAWIN SWITCHGEAR P. LTD (M274) VIII. SCHNEIDER ELECTRIC INFRA. LTD (FORM A347) (S109) IX. SIEMENS LTD (S003)
11.	SWITCHBOARD – MV: MCC/ASB/LDB-FIXED TYP (13BB)	<ul style="list-style-type: none"> I. ABB INDIA LTD (A200B) II. BCH ELECTRIC LTD (B002) III. C & S ELECTRIC LTD (C007) IV. CONTROLS & SCHEMATICS LTD (C024) V. GE INDIA INDUSTRIAL PVT LTD (G147) VI. LARSEN & TOUBRO LTD – POWAI (L001C) VII. LARSEN & TOUBRO LTD – COIMBATORE (L063) VIII. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103) IX. M.K. ENGINEERS & CONTROLS PVT LTD (M138) X. SIEMENS LIMITED (S003) XI. SCHNEIDER ELECTRIC INDIA PVT LTD – BARODA (S450B)

Central Warehousing Corporation
 Food Grain Storage Silo Project, Nabha (Pb)

12.	SWITCHBOARD – MV MCC/PCC/PMCC-DRAWOUT (13BC)	I. ABB INDIA LTD (A200B) II. BCH ELECTRIC LTD (B002) III. C & S ELECTRIC LTD (C007) IV. CONTROLS & SCHEMATICS LTD (C024) V. GE INDIA INDUSTRIAL PVT LTD (G147) VI. LARSEN & TOUBRO LTD – POWAI (L001C) VII. LARSEN & TOUBRO LTD – COIMBATORE (L063) VIII. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103) IX. SIEMENS LIMITED (S003) X. SCHNEIDER ELECTRIC INDIA PVT LTD – BARODA (S450B)
13.	RELAY & CONTROL PANEL (13BD)	I. ABB INDIA LTD (BANGALORE) (A200) II. GE T&D INDIA LIMITED (A392) III. DANISH PRIVATE LIMITED (D153) IV. EASUN REYROLLE LTD (E143) V. ENPRO INDUSTRIAL AUTOMATION PVT LTD (E156) VI. GE INDIA INDUSTRIAL PVT LTD (G147) VII. SIEMENS LIMITED (S003)
14.	SWITCHBOARD FIXED FOR PACKAGE EQUIPTS (13BF)	I. ACCUSONIC CONTROLS PVT LTD (A212) II. DHARIA SWITCHGEAR & CONTROL (D094) III. ELCTRO ALLIED PRODUCTS (E209) IV. HINDUSTAN CONTROLS & EQUIPMENT PVT LTD (H090) V. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103) VI. M.K. ENGINEERS & CONTROLS PVT LTD (M138) VII. MAKTEL SYSTEMS (M264) VIII. NITYA ELECTRO CONTROLS (N148) IX. POSITRONICS PVT LTD (P134) X. POPULAR SWITCHGEARS PVT LTD (P289)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

		<p>XI. TRICOLITE ELECTRICAL INDUSTRIES PVT LTD (T114) XII. UNITED ELECTRIC CO (DELHI) PVT LTD (U036) XIII. VIDHYUT CONTROL (INDIA) PVT LTD (V124) XIV. ZENITH ENGINEERING CORP. (Z011)</p>
15.	CONTROL STATIONS- WEATHERPROOF (13GA)	<p>I. BCH ELECTRIC LTD (B002) II. BALIGA LIGHTING EQUIPMENTS (P) LIMITED (B024) III. EX-PROTECTA (E024) IV. ELECTRICAL EQUIPMENT CORPORATION (E111) V. FLEXPRO ELECTRICALS PVT LTD (F024) VI. FLAMEPROOF EQUIPMENTS PVT LTD (F036) VII. FCG POWER INDUSTRIES PVT LTD (F141) VIII. FCG FRAMEPROOF CONTROL GEARS P. LTD (C-157 (F165) IX. PEPPERL & FUCHS MANUFACTURING (INDIA) PR(G159) X. PROMPT ENGINEERING WORKS (P230) XI. SUDHIR SWITCHGEARS PVT LTD (S158)</p>
16.	CONTROL STATIONS- FLAMEPROOF (13GB)	<p>I. BALIGA LIGHTING EQUIPMENTS (P) LIMITED (B024) II. FLEXPRO ELECTRICALS PVT LTD (F024) III. FLAMEPROOF EQUIPMENTS PVT LTD (F036) IV. FCG POWER INDUSTRIES PVT LTD (F141) V. FCG FRAMEPROOF CONTROL GEARS P. LTD (C-157) (F165) VI. PEPPERL & FUCHS MANUFACTURING (INDIA) PR(G159) VII. KAYSONS TECHNO EQUIPMENT P LTD (K173) VIII. PROMPT ENGINEERING WORKS (P230) IX. SUDHIR SWITCHGEARS PVT LTD (S158)</p>
17.	BATTERIES LEAD ACID (FLOODED) (13HA)	<p>I. EXIDE INDUSTRIES LTD (E149) II. HBL POWER SYSTEMS LTD (H132) III. KIRLOSKAR BATTERIES P.L. (K156)</p>

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

18.	BATTERY CHARGERS (13HB)	<ul style="list-style-type: none"> I. BORRI S.P.A (27401) II. AMARA RAJA POWER SYSTEMS (P) LTD (A267) III. CHHABI ELECTRICALS PVT LIMITED (C043) IV. CHLORIDE POWER SYSTEMS & SOLUTIONS LTD (C230) V. DUBAS ENGINEERING PVT LTD (D120) VI. HBL POWER SYSTEMS LTD (H132) VII. KERALA STATE ELECT DEV CORP LTD (KPKULM) (K031) VIII. MASS-TECH CONTROLS PVT LTD (M225) IX. UNIVERSAL INDUSTRIAL PRODUCTS (U016) X. UNIVERSAL INSTRUMENT MFG CO PVT LTD (U021)
19.	BATTERIES LEAD ACID (VRLA) (13HC)	<ul style="list-style-type: none"> I. AMARA RAJA BATTERIES LTD (A209) II. EXIDE INDUSTRIES LTD (E149) III. HBL POWER SYSTEMS LTD (H132) IV. NED ENERGY LIMITED (N216)
20.	U.P.S. SYSTEM (131A)	<ul style="list-style-type: none"> I. I. BORRI S.P.A (27401) II. AMETEK SOLID STATE CONTROLS (A730) III. CHLORIDE INDUSTRIAL SYSTEMS (C592) IV. DB POWER ELECTRONICS (P) LTD (D026) V. EMERSON NETWORK POWER (I) PVT LTD (E178) VI. FUJI ELECTRIC CO LTD (F505) VII. GUTOR ELECTRONICS LTD (G562) VIII. HITACHI HI-REL POWER ELECTRONICS P. LTD (H010) IX. KERALA STATE ELECT DEV CORP LTD (KPKULM) (K031) X. MGE ASIA PTE LTD (M646) XI. TOSHIBA CORPORATION (T597)
21.	TRANSFORMERS DISTRIBUTION UPTO 5MVA (13KB)	<ul style="list-style-type: none"> I. CROMPTON GREAVES LTD (C010) II. EMCO LIMITED (E014)

Central Warehousing Corporation
 Food Grain Storage Silo Project, Nabha (Pb)

		III. INDO TECH TRANSFORMERS LIMITED (I178) IV. KANO HAR ELECTRICALS LTD (K107) V. PETE HAMMOND POWER SOLUTIONS PVT LTD (P292) VI. RIMA TRANSFORMERS & CONDUCTORS PVT LTD (R163) VII. RAYCHEM RPG LTD (CANARA ELECTRIC DIVN) (R191) VIII. SCHNEIDER ELECTRIC INFRA LTD (FORM A347) (S109) IX. TRANSFORMERS & RECTIFIERS (I) LTD (T129) X. VOLTAMP TRANSFORMERS LTD (V003) XI. VIJAI ELECTRICALS LTD (V076)
22.	LIGHTING FIXTURE & ACCESSORIES – HAZARDOUS (13LA)	I. BAJAJ ELECTRICALS LTD (B011) II. BALIGA LIGHTING EQUIPMENTS (P) LIMITED (B024) III. CROMPTON GREAVES LTD (C010) IV. FLEXPLO ELECTRICALS PVT LTD (F024) V. FLAMEPROOF EQUIPMENTS PVT LTD (F036) VI. FCG POWER INDUSTRIES PVT LTD (F141) VII. FCG FRAMEPROOF CONTROL GEARS P. LTD (C-157) (F165) VIII. PEPPERL & FUCHS MANUFACTURING (INDIA) PR(G159) IX. KAYSONS TECHNO EQUIPMENT P LTD (K173) X. PROMPT ENGINEERING WORKS (P230) XI. SUDHIR SWITCHGEARS PVT LTD (S158)
23.	LIGHTING & POWER PANELS (FLP) (13MB)	I. BALIGA LIGHTING EQUIPMENTS (P) LIMITED (B024) II. FLEXPLO ELECTRICALS PVT LTD (F024) III. FLAMEPROOF EQUIPMENTS PVT LTD (F036) IV. FCG POWER INDUSTRIES PVT LTD (F141) V. FCG FRAMEPROOF CONTROL GEARS P. LTD (C-157) (F165) VI. KAYSONS TECHNO EQUIPMENT P LTD (K173) VII. SUDHIR SWITCHGEARS PVT LTD (S158)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

24.	CONTROL PANEL (FLP) (13MD)	<ul style="list-style-type: none"> I. BALIGA LIGHTING EQUIPMENTS (P) LIMITED (B024) II. FLEXPLO ELECTRICALS PVT LTD (F024) III. FLAMEPROOF EQUIPMENTS PVT LTD (F036) IV. FCG POWER INDUSTRIES PVT LTD (F141) V. FCG FRAMEPROOF CONTROL GEARS P. LTD (C-157 (F165) VI. KAYSONS TECHNO EQUIPMENT P LTD (K173) VII. SUDHIR SWITCHGEARS PVT LTD (S158)
25.	CABLES HIGH VOLTAGE – XLPE (130A)	<ul style="list-style-type: none"> I. FINOLEX CABLES LTD (F013) II. HAVELLS INDIA LTD (H060) III. KEI INDUSTRIES LIMITED (K082) IV. KEC INTERNATIONAL – VADODARA (K190A) V. NICCO CORPORATION LTD (N033) VI. POLYCAB WIRES PVT LTD (P254) VII. STERLITE TECHNOLOGIES LIMITED (S147) VIII. TORRENT CABLES LTD (T124) IX. UNIVERSAL CABLES LTD (U003) X. APAR INDUSTRIES LTD (U085)
26.	MV POWER CABLE FIRE SURVIVAL (130B)	<ul style="list-style-type: none"> I. ASSOCIATED FLEXIBLES & WIRES (P) LTD (A132) II. CORDS CABLE INDUSTRIES LTD (C145) III. HAVELLS INDIA LTD (H060) IV. KEI INDUSTRIES LIMITED (K082) V. POLYCAB WIRES PVT LTD (P254)
27.	CABLES FIRE ALARM AND COMM. (130E)	<ul style="list-style-type: none"> I. CMI LIMITED (C019) II. CORDS CABLE INDUSTRIES LTD (C145) III. DELTON CABLES LIMITED (D012) IV. ELKAY TELELINKS LTD (E063) VI. KEI INDUSTRIES LIMITED (K082)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

28.	CONTROL CABLE – FIRE SURVIVAL (130F)	<ul style="list-style-type: none"> I. ASSOCIATED FLEXIBLES & WIRES (P) LTD (A132) II. CORDS CABLE INDUSTRIES LTD (C145) III. ELKAY TELELINKS LTD (E063) IV. HAVELLS INDIA LTD (H060) V. ICON CABLE LTD (I211) VI. KEI INDUSTRIES LIMITED (K082) VII. POLYCAB WIRES PVT LTD (P254) VIII. SUYOG ELECTRICALS LTD (S304) IX. THERMOS CABLES LTD (FORM. T-150) (T212)
29.	FIRE ALARM SYSTEM (13TA)	<ul style="list-style-type: none"> I. EDWARD INTERNATIONAL (E609) II. HONEYWELL AUTOMATION INDIA LTD (H150) III. HONEYWELL INC. (H621) IV. NEW FIRE ENGINEERS (P) LTD (N075) V. TYCO FIRE & SECURITY INDIA PVT LTD (T206) VI. UTC FIRE & SECURITY INDIA LTD – FORM K125 (U115)
30.	AIR CIRCUIT BREAKER (14AA)	<ul style="list-style-type: none"> I. C & S ELECTRIC LTD (C007) II. GE INDIA INDUSTRIAL PVT LTD (G147) III. LARSEN & TOUBRO LTD – POWAI (L001C) IV. SIEMENS LIMITED (S003) V. SCHNEIDER ELECTRIC INDIA PVT LTD – HYDERABAD (S450A)
31.	AUX RELAYS (14AB)	<ul style="list-style-type: none"> I. ABB INDIA LTD (BANGALORE) (A200) II. GE T&D INDIA LIMITED (A392) III. JYOTI LIMITED (J001)
32.	BUS DUCTS (MV) (14 BB)	<ul style="list-style-type: none"> I. ADLEC POWER PVT LTD (A402) II. BUSBAR SYSTEMS (INDIA) LIMITED (B222) III. C & S ELECTRIC LTD (C007)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

		<p>IV. ENPRO ENGINEERING (E107)</p> <p>V. GLOBE ELECTRICAL INDUSTRIES (G010)</p> <p>VI. JASPER ENGINEERS PVT LTD (J096)</p> <p>VII. KGS ENGINEERING LTD (FORM S001) (K191)</p> <p>VIII. M.K. ENGINEERS & CONTROLS PVT LTD (M138)</p> <p>IX. NARMADA SWITCHGEAR PVT LTD (N132)</p> <p>X. UNITED ELECTRIC CO (DELHI) PVT LTD (U036)</p>
33	CABLE GLANDS (HAZARDOUS AREA) (14CA)	<p>I. CMP PRODUCTS LIMITED (27421)</p> <p>II. BALIGA LIGHTING EQUIPMENTS (P) LIMITED (B024)</p> <p>III. COMET BRASS PRODUCTS (C195)</p> <p>IV. COMET INDUSTRIES (C205)</p> <p>V. FLEXPRO ELECTRICALS PVT LTD (F024)</p> <p>VI. FLAMEPROOF EQUIPMENTS PVT LTD (F036)</p> <p>VII. FCG POWER INDUSTRIES PVT LTD (F141)</p> <p>VIII. FCG FRAMEPROOF CONTROL GEARS P. LTD (C-157)/ (F165)</p> <p>IX. KAYSONS TECHNO EQUIPMENT P LTD (K173)</p> <p>X. PROMPT ENGINEERING WORKS (P230)</p> <p>XI. SUDHIR SWITCHGEARS PVT LTD (S158)</p> <p>XII. STANDARD METAL INDUSTRIES (S375)</p>
34	CABLE TERMN. & JOINTING KIT (14CB)	<p>I. HEATSHRINK TECHNOLOGIES LTD (FORM R136) (H168)</p> <p>II. RAYCHEM RPG LTD (R160)</p> <p>III. THREE M ELECTRO & COMMUNICATION I.P. LTD (T217)</p> <p>IV. YAMUNA POWER & INFRASTRUCTURE LTD. (Y007)</p>
35	CONTROL SWITCHES / SELECTOR SWITCHES (14CF)	<p>I. GE T&D INDIA LIMITED (A392)</p> <p>II. HOTLINE SWITCHGEAR & CONTROLS (H142)</p> <p>III. KAYCEE INDUSTRIES LTD (K143)</p> <p>IV. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103)</p>

Central Warehousing Corporation
 Food Grain Storage Silo Project, Nabha (Pb)

		V. RELIABLE ELECTRONIC COMPONENTS PVT LTD (R159) VI. SIEMENS LIMITED (S003) VII. SWITRON DEVICES (S373)
36	CABLE TRAYS –FRP (14CJ)	I. EPP COMPOSITE PVT LTD (E216) II. GENERAL COMPOSITE PRIVATE LIMITED (G193) III. SATYAM COMPOSITES PVT LTD (S099) IV. SUMPI COMPOSITE PVT LTD (S112) V. SINTEX INDUSTRIES LTD (S113)
37	EARTH LEAKAGE CIRCUIT BREAKER (14EA)	I. ABB INDIA LTD (A372) II. GE INDIA INDUSTRIAL PVT LTD (G147) III. HAVELLS INDIA LTD (H060) IV. NOVATEUR ELECTRICAL & DIGITAL SYSTEMS P(1013) V. LEGRAND (INDIA) PVT LTD (FORM M-006) (L071) VI. SIEMENS LIMITED (S003) VII. SCHNEIDER ELECTRIC INDIA PVT LTD (S450)
38	FUSES (14FA)	I. COOPER BUSMAN INDIA PVT LTD (C194) II. GE INDIA INDUSTRIAL PVT LTD (G147) III. NOVATEUR ELECTRICAL & DIGITAL SYSTEMS P(1013) IV. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103) V. SIEMENS LIMITED (S003)
39	HEAVY DUTY SWITCHES (14HA)	I. C & S ELECTRIC LTD (C007) II. NOVATEUR ELECTRICAL & DIGITAL SYSTEMS P(1013) III. LARSEN & TOUBRO LTD – AHMEDNAGAR (L103) IV. SIEMENS LIMITED (S003)

Central Warehousing Corporation
 Food Grain Storage Silo Project, Nabha (Pb)

40	INSTRUMENT TRANSFORMERS CT & PT (MV) (14IA)	I. GILBERT & MAXWELL ELECTRICALS PVT LTD (G135) II. KALPA ELECTRICAL PVT LTD (K149) III. NARAYAN POWERTECH PVT LTD (N119) IV. PRAGATI ELECTRICALS PVT LTD (P228) V. PRECISE ELECTRICALS (P237) VI. SILKAANS ELECTRICALS MFG CO PVT LTD (S372)
41	INSTRUMENT TRANSFORMERS CT & PT (HV) (14IB)	I. ABB INDIA LTD (BARODA) (A070) II. ELECTRICAL CONTROLS & SYSTEMS (E144) III. KAPPA ELECTRICALS (K013) IV. KALPA ELECTRICAL PVT LTD (K149) V. MEGAWIN SWITCHGEAR P. LTD (M274) VI. PRAGATI ELECTRICALS PVT LTD (P228) VII. SCHNEIDER ELECTRIC INFRA. LTD (FORM A347) (S109)
42	ISOLATOR OUTDOOR HV UP TO 33 KV (14IE)	I. PANICKER SWITCHGEAR PVT LTD (FORM D-022) (P302) II. SIEMENS LIMITED (S003) III. S&S POWER SWITCHGEAR LTD (S093)
43	LIGHTNING ARRESTORS (14LA)	I. CROMPTON GREAVES LTD (C010) II. ELPRO INTERNATIONAL LIMITED (E091) III. OBLUM ELECTRICAL INDUSTRIES (P) LTD (O009) IV. W.S. INSULATOR OF INDIA (W035)
44	LIGHTING FIXTURE & ACCESSORY- NON-HAZARDOUS (14LB)	I. BAJAJ ELECTRICALS LTD (B011) II. CROMPTON GREAVES LTD (C010) III. HAVELLS INDIA LTD (H060) IV. PHILIPS ELECTRONICS INDIA LIMITED (P037)

Central Warehousing Corporation
 Food Grain Storage Silo Project, Nabha (Pb)

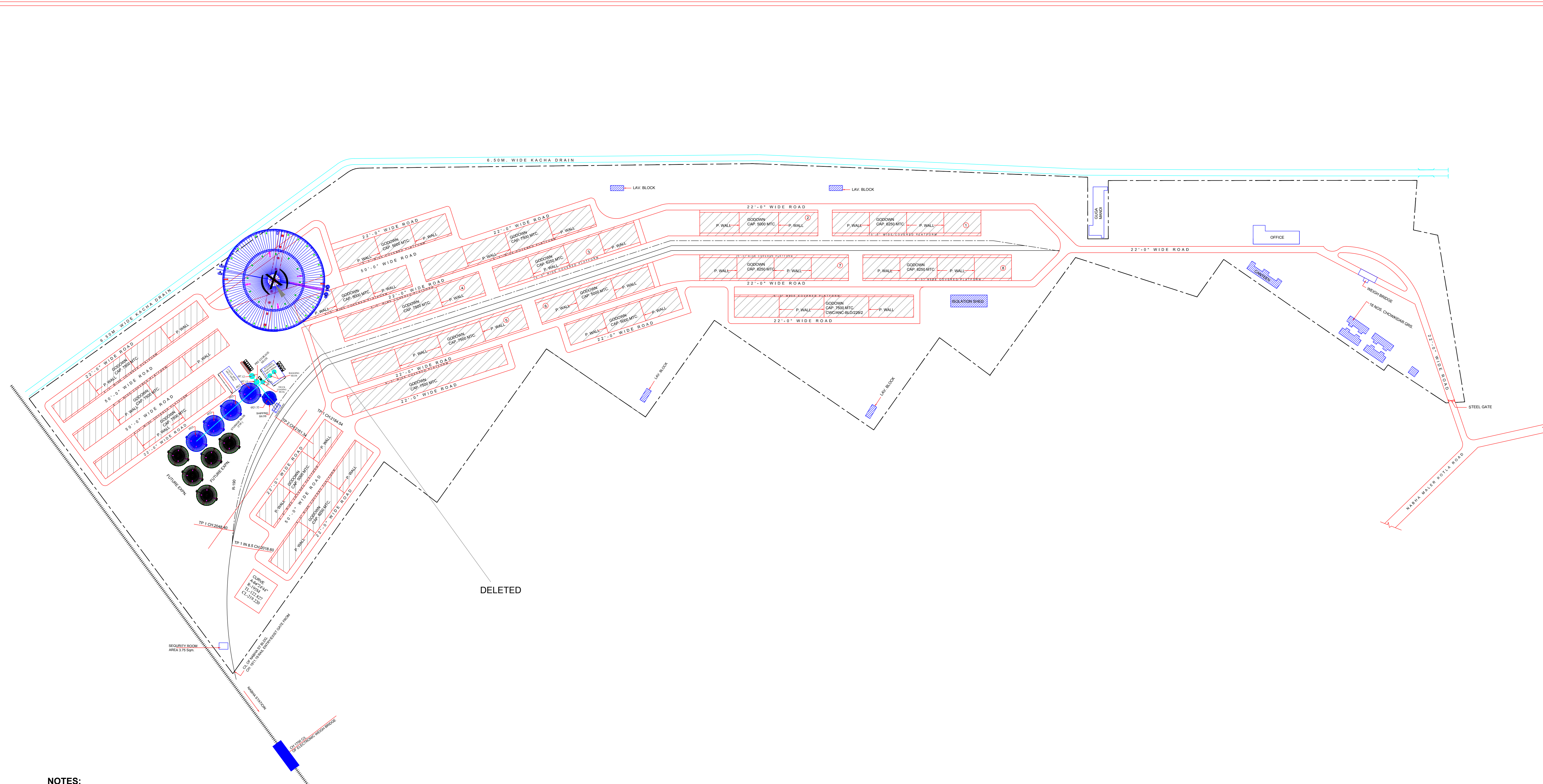
45	LIGHTING & POWER PANELS (SAFE AREA) (14LC)	I. ABB INDIA LTD (A372) II. C & S ELECTRIC LTD (C007) III. HAVELLS INDIA LTD (H060) IV. NOVATEUR ELECTRICAL & DIGITAL SYSTEMS P(1013)
46	LIGHTING TRANSFORMERS (14LD)	I. AUTOMATIC ELECTRIC LTD (A028) II. GUJARAT PLUG-IN DEVICES PVT LTD (G179) III. INDCOIL TRANSFORMERS PVT LTD (I054) IV. VOLTAMP TRANSFORMERS LTD (V003)
47	MCB (14MA)	I. ABB INDIA LTD (A372) II. C & S ELECTRIC LTD (C007) III. HAVELLS INDIA LTD (H060) IV. NOVATEUR ELECTRICAL & DIGITAL SYSTEMS P(1013) V. INDIANA CURRENT CONTROL LTD (I168) VI. LEGRAND (INDIA) PVT LTD (FORM M-006) (L071) VII. SIEMENS LIMITED (S003) VIII. STANDARD ELECTRICALS LTD (S393) IX. SCHNEIDER ELECTRIC INDIA PVT LTD (S450)
48	MCCB (14MB)	I. GE INDIA INDUSTRIAL PVT LTD (G147) II. LARSEN & TOUBRO LTD – POWAI (L001C) III. SIEMENS LIMITED (S003) IV. SCHNEIDER ELECTRIC INDIA PVT LTD – HYDERABAD (S450A)
49	METERS (14MC)	I. AUTOMATIC ELECTRIC LTD (A028A) II. MECO INSTRUMENTS PVT LTD (M239) III. NIPPEN ELECTRICAL INSTRUMENT CO. (N130) IV. RISHABH INSTRUMENTS PVT LTD (R042) V. SECURE METERS LIMITED (S141)

Central Warehousing Corporation
Food Grain Storage Silo Project, Nabha (Pb)

50	OPTICAL FIBRE CABLE & ASSOC. ITEM (15CC)	<ul style="list-style-type: none"> I. AKSH OPTIFIBRE LIMITED (A400) II. ABB INDUSTRI AS (A714) III. BIRLA CABLE LIMITED (B155) IV. FINOLEX CABLES LTD (F013) V. HIMACHAL FUTURISTIC COMMUNICATIONS LTD (H138) VI. KEC INTERNATIONAL – MYSORE (K190B) VII. KABEL RHEYDT (K615) VIII. PIRELLI CAVI SPA (P610) IX. STERLITE OPTICAL TECHNOLOGIES LTD (S100) X. SUDHARSHAN TEELCOM (A DIV. OF THE WCPML) (S387) XI. APAR INDUSTRIES LTD (U085) XII. U M CABLES LTD (U099) XIII. VINDHYA TELELINKS LIMITED (V092)
51	PROCESS STREAM ANALYSER – MOISTURE / DEW PT (15FF)	<ul style="list-style-type: none"> I. AMETEK (A5101) II. COSA XENTAUR CORPORATION (C749) III. GE SENSING EMEA (FORMERLY P-593) (G623) IV. MICHELL INSTRUMENTS LTD (M723) V. SERVOMEX GROUP LTD (S746) VI. TELEDYNE ANALYTICAL INSTRUMENTS (T526)
52	PROGRAMMABLE LOGIC CONTROLLERS (15JA)	<ul style="list-style-type: none"> I. ABB INDIA LTD (BANGALORE) (A200) II. ASEA BROWN BOVERY LTD (ABB LTD) (A661) III. EMERSON PROCESS MANAGEMENT INDIA PVT LTD (E179) IV. GE INTELLIGENT PLATFORMS PVT LTD (G143) V. GE FANUC AUTOMATION NORTH AMERICA INC (G600) VI. HONEYWELL AUTOMATION INDIA LTD (H150) VII. HONEYWELL INC. (H621) VIII. HIMA PAUL HILDEBRANDT GMBH + CO KG (H632) IX. ICS TRIPLEX (EMEA) PLC (I574)

Central Warehousing Corporation
 Food Grain Storage Silo Project, Nabha (Pb)

		<p>X. INVENSYS SOFTWARE SYSTEMS (S) PTE LTD (I590) XI. LARSEN & TOUBRO LTD – MAHAPE (L001A) XII. ROCKWELL AUTOMATION INDIA PVT LTD (R178) XIII. ROCKWELL AUTOMATION INC. (R612) XIV. SIEMENS LTD – NASHIK (S003A) XV. SCHNEIDER ELECTRIC INDIA PVT LTD – (S450) XVI. SIEMENS AG (S524) XVII. YOKOGAWA INDIA LIMITED (Y006)</p>
51	SIGNAL CABLES (15CB)	<p>I. ASSOCIATED CABLES PVT LTD (A034) II. ASSOCIATED FLEXIBLES & WIRES (P) LTD (A132) III. CMI LIMITED (C019) IV. CORDS CABLE INDUSTRIES LTD (C145) V. DELTON CABLES LIMITED (D012) VI. ELKAY TELELINKS LTD (E063) VII. FINE CORE CABLES PVT LTD (F139) VIII. GOYOLENE FIBRES (INDIA) PVT LTD (G142) IX. KEI INDUSTRIES LIMITED (K082) X. KEC INTERNATIONAL – MYSORE (K190B) XI. NICCO CORPORATION LTD (N033) XII. PARAMOUNT COMMUNICTIONS LIMITED (P253) XIII. POLYCAB WIRES PVT LTD (P254) XIV. RALLISON ELECTRICALS PVT LTD (R203)</p>



NOTES:

1. DEMARCATION POINTS & PLAN SHOWN MAY BE SLIGHTLY VARYING AS PER GROUND CONDITION.
2. EXISTING TRACK RUNNING ALL ALONG THE LENGTH OF THE SITE.

LEGEND:

EXISTING TRACK	=====	
EXISTING TRACK	=====	FUTURE EXPANSION SILO
PROPOSED TRACK	-----	
CWC LAND BOUNDARY	-----	
EXISTING WAREHOUSE	[Red Box]	
PROPOSED ROAD	[Red Line]	
PROPOSED SILO	[Blue Circle]	

REF. DWG. NO.	REFERENCE DRAWING TITLE

NOTES:

1. ALL DIMENSION ARE IN MM AND LEVELS ARE IN METERS.
2. DIMENSIONS & CO-ORDINATED ARE TENTATIVE. THESE SHALL BE CONFIRMED BY CONTRACTOR DURING DETAIL ENGG.
3. STAIRCASE SHALL BE PROVIDED FOR ACCESS TO ALL FLOORS OF PROCESS TOWER, SILOS, TRUCK & WAGON LOADING STATIONS.
4. MONORAIL WITH ELECTRIC HOIST SHALL BE PROVIDED WHEREVER REQUIRED.
5. FLOOR CLEANING CHUTES (MIN. 500 DIA) UPTO GROUND LEVEL SHALL BE PROVIDED FOR PROCESS TOWER.
6. MIN. 8 METRE VERTICAL CLEARANCE SHALL BE ENSURED BELOW CONVEYOR GALLERY/CATWALK AT ROAD AND RAIL CROSSINGS. MOREOVER ADEQUATE CLEARANCES OF TRESTLES/TOWERS FROM THE ROAD/FACILITIES IN LAND SHALL BE ENSURED.
7. CIVIL/STRUCTURAL ARRANGEMENT SHOWN IS TENTATIVE THE SAME SHALL CONFORM TO CIVIL/STRUCTURAL PART OF TENDER.
8. ALL TAKE UP UNITS SHALL HAVE ACCESS STAIR CASE FROM GROUND LEVEL.
9. ENTIRE RAILWAY SIDING WORK FOR RAIL LOADING SYSTEM IS IN THE SCOPE OF CONTRACTOR RELATED APPROVAL/STATUTES FROM INDIAN RAILWAYS/ LOCAL AUTHORITIES SHALL BE OBTAINED BY CONTRACTOR.
10. LAYOUT IS PRELIMINARY IN NATURE CONTRACTOR TO CARRY OUT NECESSARY SURVEY AND MAKE THEMSELVES FULLY AWARE OF THE SPACE AVAILABLE AT SITE AND PREPARE DETAIL SCHEMELAYOUT HOWEVER FACILITIES INDICATED IN THE LAYOUT SHALL BE CONSIDERED MINIMUM.
11. STAIRCASE FOR ACCESS TO ALL FLOOR IS NOT SHOWN IN THIS DRAWING SAME SHALL BE PROVIDED BY THE CONTRACTOR.
12. THIS DRAWING IS TO BE REFERRED FOR G.A OF WHEAT STORAGE & HANDLING SYSTEM ONLY. FOR OVERALL COMPLETE LAYOUT REFER PLOT PLAN DRG. NO.-1951-000-17-44-11001.
13. PROCESS TOWER, BUCKET ELEVATOR STRUCTURES & WAGON LOADING STRUCTURE SHALL BE PROVIDED WITH SIDE SHEETING.

NOTES:

1. (X) IS EXEMPTED FROM THE SCOPE OF WORK.
2. BUILDING INFRASTRUCTURE IS IN THE SCOPE OF WORK AS UNDER.
 - (a) SUB-STATION OF APPROVE NOTE SIZE AS PER THE LOCATION TO BE PROPOSED BY THE VENDOR.
 - (b) CONTROL ROOM.
 - (c) WEIGH BRIDGE CABIN.

NOTES:

THIS DRAWING SHOULD BE READ WITH L.O.P. ON PAGE-373 ALL THE DETAIL FOR SILOS ETC. WOULD REMAIN THE SAME AS PER L.O.P. AS PER 373 EXCEPT THE EXCLUDED FURTHER SHOWN IN CIRCLE AT (X)

A	21/11/16	REVISED & ISSUED WITH TENDER	DS	Y RAO	AS/SD
1	27/10/16	REVISED & ISSUED WITH TENDER	Y RAO	Y RAO	AS/SD
0	23/09/16	ISSUED FOR COMMENTS	Y RAO	Y RAO	AS/SD

REV. DATE	REVISIONS	DRN	BY	CHKD	PEM/PC

CENTRAL WAREHOUSING CORPORATION						
FOOD GRAIN STORAGE SILO PROJECT						
AT NABHA						
LAYOUT OF WHEAT HANDLING SYSTEM						
SCALE	JOB NO.	UNIT	DIV.	DEPT.	DWG.NO.	REV.
1:2000	A 9 5 1	000	8 0	4 3	1 0 0 1	A