

CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY

VIP Road, Biofuel Complex, Post Deopuri, Raipur



TENDER DOCUMENT

FOR

Creation of Robust Rural Network for collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur
(बीज संग्रहण, भंडारण एवं आपूर्ति हेतु सशक्त ग्रामीण नेटवर्क तैयार कर जेट्रोफा करकश बीज (रतनजोत) सीबीडीए प्लांट, रायपुर को आपूर्ति)

(TENDER NO: CBDA/2022/PT/003)

Prepared and Issued By:

CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY

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Notice Inviting Tender (NIT)

Ref: CBDA/2022/PT/003

Date

To,

.....

SUBJECT : -

Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur
(बीज संग्रहण, भंडारण एवं आपूर्ति हेतु सशक्त ग्रामीण नेटवर्क तैयार कर जेट्रोफा करकश बीज (रतनजोत) सीबीडीए प्लांट, रायपुर को आपूर्ति)

PT NO. - CBDA/2022/PT/003

Chhattisgarh Biofuel Development Authority (CBDA) has been formed by the Government of Chhattisgarh through a gazette notification on 25th January 2005 for promotion of bio-fuel through cultivation of biofuel species on revenue wastelands and degraded lands and production of biodiesel in the State. CBDA is recognized as Scientific & Industrial Research Organization (SIRO) by Department of Scientific & Industrial Research (DSIR), Government of India.

Since inception, CBDA have augmented plantation of more than 1.50 crores of Jatropha saplings in revenue wasteland throughout the State of Chhattisgarh. This initiative has increased the green cover of the State and generated rural livelihood opportunities in remote villages. CBDA is currently engaged into crushing, expelling of non-edible oil seeds and sale of products from its exiting Biodiesel Plant. During the past 12(twelve) months CBDA has procured around 500 tons of Jatropha seed. Till date CBDA has produced more than 4,27,000 kg. of semi-finished/finished biofuel from its pilot scale production plant at VIP Road, Raipur by procuring Jatropha seed from and within the State. It is estimated that current annual production of Jatropha seed in Chhattisgarh is around 5000.0 MT and is expected to reach around 10000.0 MT during current financial year. To enhance the production and marketing of biofuel as well as Jatropha Organic Manure, CBDA is planning to escalate collection/ procurement of Tree borne oilseeds (TBOs) particularly Jatropha from 2018-19 onwards.

The Biodiesel Manufacturers Association of India, New Delhi has shown their interest to set up B-100 manufacturing units at Chhattisgarh provided adequate quantity of feedstock is available in the State.

Chhattisgarh Biofuel Development Authority (hereinafter referred to as “CBDA”, therefore, proposes to procure *Jatropha curcas* seed (Ratanjot). CBDA solicits your ‘Quotation’ in competition with other interested parties for Provision of ‘**Creation of Robust Rural Network for Collection, Storage & Supply of *Jatropha curcas* seed (Ratanjot) to CBDA Plant, Raipur**’. Sealed Quotes are invited for & on behalf of CBDA in two-bid system, (Part-I i.e. Techno-Commercial bid and Part-II, i.e. Price bid) from bonafide experienced & reputed Agencies/Contractors (**Bidder** or **Bidders**) for the subject work as detailed in this Tender Document.

The technical specifications are more fully described in the attached documents. A set of tender documents along with ‘Price Bid’ format are enclosed for submission of your offer:

1. BRIEF DETAILS OF THE WORK ARE AS UNDER:

1.1	TENDER COST (NON-REFUNDABLE)	Bidder	Rupees
		Agency/ NGO/ Rural Co-operative societies/SHGs/ Company	500/- (Five hundred only)
		Farmer	100/- (One hundred only)
1.2	EARNEST MONEY DEPOSIT (EMD)	NIL	
1.3	SECURITY DEPOSIT (SD)	NIL	
1.4	RELEASE OF TENDER DOCUMENT	From 14th October 2022 to 03rd November 2022	
1.5	PRE-BID MEETING	28th October 2022 at 2.00 PM	
1.6	LAST DATE FOR ISSUE OF CLARIFICATIONS BY CBDA	31st October 2022	
1.7	PERIOD OF COMPLETION OF ACTIVITY	4 Months (Four Months) days from date of award of work	
1.8	LAST DATE OF SUBMISSION OF BID	Upto 15:00 HRS on 03rd November 2022	

1.9	DATE & TIME FOR BID OPENING	Both Techno-commercial bids (Part-I) & Price-bid (Part-II) shall be opened on 03 rd November 2022 at 15:30 hrs. Authorized representative of Bidder may attend.
1.10	PLACE OF TENDER SUBMISSION	<p>The tender document can be submitted by post/ courier/ in person so as to reach at the following address before the last date and time for submission of the bid:</p> <p>The Chief Executive Officer Chhattisgarh Biofuel Development Authority, VIP Road, Biofuel Complex, Raipur – 492015 Ph. No: - 9516000801-13 Email: cbdaraipur@gmail.com</p> <p>If submitted in person, the same could be submitted in the tender box placed at the above office address.</p>

2.0 SUBMISSION OF BIDS

Bids shall be submitted in the manner as described in “Instructions to Bidders” (ITB) of this bidding document. Techno-Commercial Offer (Part 1) shall contain original unpriced offer. Price Bid (Part 2) shall contain only price bid **without any condition/deviation**. The Rate shall be filled up, both in figures (in rupees and paisa) and in words. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory. In the event of difference between figures and words the amount mentioned in words shall prevail.

3.0 ELIGIBILITY CRITERIA

The Bidder should satisfy itself regarding the eligibility criteria before submission of the bid.

The Bidder should fulfill all of the following eligibility criteria from Para 3.1 to 3.3 below and provide necessary documents (annual report, related work-order, payment vouchers approved by the work promoting agency, work completion report/payment proofs etc.) for verification:

- 3.1. Schedule of qualifying criteria for selection of bidder. (from Sl. no 1 to 5 at least 01 criteria to be met for undergoing selection in price bidding however compliance to Sl. no 6 is preferred)
 1. Agency/ NGO (Register in Darpan Portal) / Rural Co-operative societies/ SHGs must be locally registered (Chhattisgarh/ adjoining states)/Farmers engaged in supply of Jatropha seed or any other Tree Borne Oil Seeds (TBOs).

2. The Bidder applying for the tender must have undertaken supply of Jatropha seed to any of the State Chhattisgarh/ Madhya Pradesh.
3. Agency/ NGO (Register in Darpan Portal) / Rural Co-operative societies/ SHGs may or may not be registered under MSME.
4. Agency/ NGO (Register in Darpan Portal)/ Rural Co-operative societies/ SHGs with registration of Kisan Seva Kendra/ Agri Clinics registered with NABARD.
5. Firms having minimum 2(two) years experience of working in any agriculture/ horticulture related activities with CBDA or any department of Chhattisgarh Government.
6. Local Seed dealers with minimum 2 years experience in supplying TBOs to CBDA or any department of Chhattisgarh Government.
7. GST registration no. (if annual turnover is more than Rs. 20.00 lacs)
8. For Farmers (himself/herself) Aadhar to be submitted

TERMS & CONDITIONS

- 3.2. Tender can be purchased or downloaded as mentioned in Para 1.1 above by paying by Demand Draft/ Banker's cheque in favour of Chhattisgarh Biofuel Development Authority, payable at Raipur or by cash.
- 3.3. EMD as mentioned in Para 1.2 above shall be paid only by crossed Demand Draft or Pay Order issued by any scheduled Bank, in favour of M/s CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY or submit online transfer receipt to CBDA Bank account. Particulars of CBDA Bank account are as under:

Name of Account Holder	Chhattisgarh Biofuel Development Authority
Bank Account No.	1279077570
Bank Name	Central Bank of India
Branch	Civil Lines, Raipur
11 digit IFSC code	CBIN0282321
GST No.	22AAALC0213H1Z2

Tenders without EMD will be rejected. Bidders shall ensure submission of complete information/documentations in the first instance itself. CBDA reserves the right to complete the evaluation based on the basis of details furnished by the AGENCY without seeking any subsequent additional information. **Bids not in compliance with Tender Document or** with incomplete information documents are liable for rejection.

- 3.4 Bidders shall ensure submission of complete information/documentations in the first instance itself. CBDA reserves the right to complete the evaluation based on the basis of details furnished by the AGENCY without seeking any subsequent additional information. Bids not in compliance with Tender Document or with incomplete information documents are liable for rejection.
- 3.5 CBDA reserves the right to accept/ reject any tender/quote in part or full, without assigning any reason whatsoever.
- 3.6 CBDA takes no responsibility for delay, loss or non-receipt of tender documents sent by post /courier/Telex/Telegraphic/E-mail. Offers in soft copy i.e. CD etc. shall not be accepted.
- 3.7 Bidder is advised to visit and examine the site of works i.e. CBDA Biofuel Complex, Raipur and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses.
- 3.8 If the last date of receiving/ opening of the tenders coincide with a holiday, then the next working day shall be the receiving/ opening date.
- 3.9 Please acknowledge receipt of this tender document as per format enclosed as **Annexure-I** to NIT of the Tender Document within 1 week of taking Tender Document.

Thanking You,

Yours Faithfully
For Chhattisgarh Biofuel Development Authority

Chief Executive Officer

ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
The Chief Executive Officer
Chhattisgarh Biofuel Development Authority,
VIP Road, Biofuel Complex,
Post: Deopuri, Raipur- 492015

SUBJECT : -

Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur'

TENDER NO: CBDA/2022/PT/003

Dear Sir,

We acknowledge the receipt of your invitation to Bid for subject work, which was received on _____/ downloaded from the website on _____, and understand that the documents received remain the property of M/s Chhattisgarh Biofuel Development Authority. We indicate below our intentions with respect to the Notice Inviting Tender.

(A) We intend to bid as requested and furnish following details:

QUOTING OFFICE:

(i) FULL POSTAL ADDRESS: _____

(ii) TELEPHONE NUMBER: _____

(iii) TELEFAX NUMBER: _____

(iv) CONTACT PERSON: _____

(v) E-MAIL ADDRESS FOR CORRESPONDENCE:

RAIPUR OFFICE ADDRESS

(IF ANY)

(i) POSTAL ADDRESS: _____

(ii) TELEPHONE NO.: _____

(iii) TELEFAX NO.: _____

(iv) CONTACT PERSON: _____

(v) E-MAIL ADDRESS.....

(B) We are unable to bid for the reasons given below (Please use separate page for mentioning the reasons if the space is not sufficient and send with this letter):

AGENCY'S NAME: _____

SIGNATURE: _____

NAME: _____

DESIGNATION: _____

DATE: _____

CHAPTER 2

INSTRUCTIONS TO BIDDERS (ITB)

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Annexure-I (A)	Compliance to Bid Requirements
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Annexure-VI	Exceptions & Deviations Statement
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Annexure-IX	Form of Contract
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Annexure-XI	Performa of declaration of black listing/holiday listing
Annexure-XII	Checklist for Submission of Tender

INSTRUCTION TO BIDDERS (ITB)

1.0 DESCRIPTION

1.1 CBDA have augmented plantation of more than 1.50 crores of Jatropha saplings in revenue wasteland throughout the State of Chhattisgarh. This initiative has increased the green cover of the State and generated rural livelihood opportunities in remote villages. CBDA is currently engaged into crushing, expelling of non-edible oil seeds and sale of products from its exiting Biodiesel Plant. During the past 12(twelve) months, CBDA has procured around 500 tons of Jatropha seed and is expecting higher production of Jatropha seed during the current financial year. Till date CBDA has produced more than 4,27,000 kg. of semi-finished biofuel from its pilot scale production plant at VIP Road, Raipur by procuring Jatropha seed from and within the State.

1.2 Chhattisgarh Biofuel Development Authority (hereinafter referred to as “CBDA”), is planning to purchase Jatropha curcas seed (Ratanjot). CBDA solicits your ‘Quotation’ in competition with other interested parties for Provision of ‘**Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur**’ Sealed tenders/quotes are invited for & on behalf of CBDA in two-bid system, (Part-I i.e. Techno-Commercial bid and Part-II, i.e. Price bid) from bonafide experienced & reputed Agencies/Contractors (**Bidder** or **Bidders**) for the subject work as detailed in this Tender Document.

2.0 INFORMATION REQUIRED WITH BIDS

Techno-Commercial and Un-priced Bid (Commercial Part) shall comprise the attachments, specifying attachment number arranged in the order as follows:

A. Mandatory Documents:

- i) Submission of bid letter on Bidder’s letter pad, (Applicable for Agency/NGO/Rural Cooperative Societies/SHG) the format of which is attached as **Annexure I** to ITB,
- ii) Compliance to Bid Requirements as per **Annexure-I (A)** to ITB. Tender documents along with amendments if any, all pages including attachments duly numbered, signed & stamped in token of acceptance.
- iii) Details of work undertaken (as mentioned in Para 3.1 of NIT) and executed in the last minimum 2(two) financial years by bidder as per **Annexure-II** to ITB along with Work Order copies/ Invoice for the highest valued similar executed work (as mentioned in Para 3.4 of NIT).
- iv) The Eligibility Criteria (EC) requirement as mentioned in Para 3.1 and 3.3 of NIT should be submitted in the format attached as **Annexure-II & III** to ITB.
- v) Audited Balance Sheet/Statement of Affairs and Profit & Loss Account/Income & Expenditure Accounts (Applicable for Agency/NGO/Rural Cooperative Societies/SHG) for last two financial years along with **annual turnover statement** as per **Annexure-V** to ITB.
- vi) Copy of GST registration (if annual turnover is more than Rs. 20.00 lacs).

- vii) Exception/ Deviations statement as per **Annexure-VI** to ITB.
- viii) Information regarding blacklisting/holiday listing according to appropriate type of firm / concern the tenderer subject to among the types mentioned in **Annexure-XI** to ITB.
- ix) For Farmers (himself/herself) Aadhar to be submitted

B. Desirable Documents

- i. Power of Attorney in favour of authorized signatory of the bid document, if not applicable kindly mention.
- ii. Organization details
 - In case of a firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association.
 - In case of Agency/ NGO (Register in Darpan Portal)/ Rural Co-operative societies/ SHGs, certified copy of the Certificate of Registration together with certified Memorandum/Articles of Association.
- iii. Latest Solvency Certificate from a scheduled bank.
- iv. Details of Declaration about the relationship, if any with CBDA's Director or employees as per **Annexure-VII** to ITB.
- v) Any other relevant document, Bidder desires to submit.
- vi) Checklist of submission of bid as per **Annexure-XII** to ITB.
- vii) Copy of GST registration.

However the bidders are requested to furnish the information mentioned in desirable documents in the attached relevant Annexure.

3.0 EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the plantation site or any place in connection with the preparation of Bid shall be borne by Bidder. CBDA in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

4.0 BIDDER CAN APPLY FOR 'Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur

5.0 EMD

EMD to be deposited as per clause no. 1.2 of NIT page no.04 EMD as mentioned in Para 1.2 above shall be paid only by crossed Demand Draft or Pay Order issued by any scheduled Bank, in favour of M/s CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY. Tenders without EMD will be rejected.

6.0 BIDDING DOCUMENT NOT TRANSFERABLE

Bidding document once issued shall not be transferable in any other name.

7.0 PRICES, TAXES, DUTIES

The quoted prices shall be deemed to be inclusive of all taxes, duties, octroi, levies, GST, overheads etc. unless separately specified. Income Tax and Works Contract Tax on any of the activities shall be deducted at source as applicable. In the event of any increase or decrease in the taxes or duties, the quoted price shall be accordingly increased or decreased so that there is no additional burden/benefit to the Bidder on account of changes in taxes/duties.

8.0 BID VALIDITY

Bid submitted by Bidder shall remain valid for a period of six month from the last date of submission of tender. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as “REJECTED” without any reference to the Bidder.

9.0 PRE-BID MEETING

- 9.1** The prospective Bidder (who has purchased the tender document) or his designated representative may be invited to attend a pre-bid meeting. The time and venue of Pre-Bid meeting shall be communicated to the prospective Bidders. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2** The Bidder is requested to submit any queries or seek any clarification in the format (**Annexure-VIII**) provided herewith by e-mail/courier so as to reach CBDA at least one week before the pre-bid meeting. These queries shall be replied during pre-bid meeting.

10.0 BID/QUOTE SUBMISSION

Bids/Quotes shall be submitted in single stage in two parts (Techno-commercial and Price Bids) as below.

- 10.1 Part 1: Techno-Commercial and un-priced bid- This part shall contain 1 envelopes as given below:**

ENVELOPE NO. 1: TECHNO-COMMERCIAL AND UNPRICED PART

This envelope should contain techno-commercial details in the order as mentioned in **Para 2.0** of ITB, including all supporting document as asked in the Tender Document, copy of ORIGINAL Bidding Document duly signed & stamped on each page of document without filling the prices. The envelope should mention “TECHNO-COMMERCIAL AND UNPRICED PART” and name & address of the Bidder.

The Bidder, who has downloaded the tender document from the CBDA website must also deposit tender cost as mentioned in Para 1.1 of NIT and EMD as mentioned in Para 1.2 of NIT. The envelope should mention “UNPRICED” and name & address of the Bidder.

10.2 Part 2: Priced bid

ENVELOPE NO. 2: PRICED PART

The Bidder shall submit Price bid as per **Annexure I to Price Part** without any condition. The envelope should mention “PRICED PART” and name & address of Bidder.

11. PLACE & ADDRESS FOR SUBMISSION OF BIDS

Completed tender document should be submitted in time to following address by post or in person:

The Chief Executive Officer

Chhattisgarh Biofuel Development Authority,
VIP Road, Biofuel Complex,
Post: Deopuri, Raipur – 492015

12.0 OPENING OF BIDS

12.1 Part – I: Techno-Commercial and un-priced bid shall be opened by CBDA as mentioned under Para 1.9 of NIT.

12.2 Part –II: Those Bidders, whose Techno-Commercial and un-priced bid is found acceptable after initial evaluation of their offers by CBDA, their Price bid shall be opened same date in the presence of the authorized representatives of such Bidders. During opening of Price bid, the name of Bidder, and Bid price(s) shall be read.

13.0 PRICE EVALUATIONS AND AWARD OF WORK

13.1 The bids of those Bidders, whose bids are incomplete or not accompanied by tender cost (applicable only for Bidders downloading tender document from the CBDA website) or Bidder(s) who are Black listed/put on Holiday by Chhattisgarh Biofuel Development Authority/Govt. of Chhattisgarh shall be rejected and not evaluated further. The Techno-Commercial and unpriced bids of other Bidders shall be technically evaluated by CBDA.

13.2 The Price Bids of technically acceptable Bidder(s) shall be evaluated in the following manner.

13.2.1 Step 1- Price bid/quote of all technically qualified Bidders shall be opened.

13.2.2 Step 2- Lowest price/quote (i.e. L1 bid) for entire work as per Scope of Work shall be arrived.

13.2.3 Step3- Lowest overall cost to CBDA would be the deciding factor and allotment will be decided on the basis of following order of priority:

13.3 In case of more than one qualified L1 bidder, CBDA has the right to equally distribute the total quantity required amongst those qualified L1 bidders.

13.4 In case of non-acceptance of L-1 rate by the other parties, the entire quantity shall be given to the original L-1 party.

- 13.5** In case of L-1 party not able to fulfill the total requirement, CBDA has the right to offer the L-1 rate to other participating bidders and balance quantity shall be given to them.
- 13.6** In case of more than one qualified L1 bidder, all the L1 bidder(s) shall be given an opportunity to quote in a sealed envelope 'discount over the quoted price'. After adjustment of discount on offered rate, L1 bidder shall be finalized. The process will continue till finalization of sole L1 bidder.
- 13.7** CBDA reserve its rights not to award works to any Bidder, if in the opinion of CBDA all price quotes for work proposed are abnormally high or abnormally low.

14.0 CONTRACT AGREEMENT

The successful Bidder(s) shall be required to execute a contract Agreement (s) (**ANNEXURE IX to ITB**) with CBDA as per Performa attached with this document on the non-judicial stamp paper of **Rs.100/- (Rupees One hundred only)**. The cost of stamp paper shall be borne by successful Bidder.

CBDA reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

15.0 CONTRACT PERIOD

Duration of the work is for 4 (Four months) days from the date of awarded of work to successful bidder. Further extendable for another 60 days.

16.0 AMENDMENT OF TENDER DOCUMENT

- 16.1** CBDA may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of tender document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.

- 16.2** For addendum issued prior to submission of the bids, Bidder shall consider the impact in his bid. For addendum issued subsequent to receiving the bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price.

17.0 APPLICABLE LANGUAGE

The bid and all correspondence incidentals to and concerning the bid shall be in the English Language. For supporting document and printing literature submitted in any other language, an accurate English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder.

18.0 COMPLIANCE TO TENDER REQUIREMENT

CBDA expects Bidder's compliance to the requirement of tender document without any deviation. In any case, no exception or deviation shall be accepted to the following clauses of tender document:

18.1.1 Earnest Money Deposit

18.1.2 Bid Validity Period

18.1.3 Termination

18.1.4 Scope of Work

18.1.5 Force Majeure

18.1.6 Arbitration

18.1.7 Payment terms

Deviation on other clauses, if felt absolutely necessary, should be furnished only in a Proforma given as **Annexure-VI** to ITB. Deviations, if accepted shall be intimated to all Bidders. In case Bidder stipulates deviations, and there are sufficient bids without any deviation, CBDA will have the right to reject such bid at its absolute discretion and without giving any opportunity for such Bidder to make good such deficiency.

19.0 PROCESS TO BE CONFIDENTIAL

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence the CBDA's processing of bidding or award decisions may result in rejection of such Bidder's bid.

20.0 CBDA'S RIGHT TO ANNUL BIDDING PROCESS OR ACCEPT/REJECT A BID

CBDA reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions shall be without any liability whatsoever upon the CBDA. CBDA's decision in this regard shall be final and binding for all Bidders.

21.0 AWARD OF WORK

The Bidder, whose bid/quote is accepted by CBDA shall have priority in supplying *Jatropha curcas* seed to CBDA Plant. CBDA shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non-acceptance of their bids. Since no refund of EMD to unsuccessful Bidders shall be required, CBDA shall correspond only with the successful Bidder(s).

- i) In case of more than one qualified L1 bidder, CBDA has the right to equally distribute the total quantity required amongst those qualified L1 bidders.
- ii) In case of non-acceptance of L-1 rate by the other parties, the entire quantity shall be given to the original L-1 party.
- iii) In case of L-1 party not able to fulfill the total requirement, CBDA has the right to offer the L-1 rate to other participating bidders and balance quantity shall be given to them.
- iv) In case of more than one qualified L1 bidder, all the L1 bidder(s) shall be given an opportunity to quote in a sealed envelope 'discount over the quoted price'. After adjustment of discount on offered rate, L1 bidder shall be finalized. The process will continue till finalization of sole L1 bidder.

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha Curcas Seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003
NAME OF THE BIDDER:

FORMAT FOR BID LETTER
(On Bidder’s Letter Pad)

To,
The Chief Executive Officer
Chhattisgarh Biofuel Development Authority,
VIP Road, Biofuel Complex, Raipur – 492015

Dear Sir,

This is to inform you that the undersigned has visited and got familiarized with the prevailing conditions of the plantation sites and CBDA Biofuel Complex. I have also read and understood all the terms and condition of the bid document and also agree to the same with no doubts whatsoever.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas Seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

COMPLIANCE TO BID REQUIREMENTS

We confirm that our bid complies with the total techno-commercial requirement of Tender Document without any deviation / We stipulate exceptions and deviations as given in Annexure VI.*

*Delete sentence which is not applicable

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

DETAILS OF WORK UNDERTAKEN DURING LAST TWO YEARS

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas Seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

SR. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER-IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF CONTRACT IN Rs.	DATE OF COMMENCEMENT OF WORK	SCHEDULED COMPLETION TIME (MONTHS)	DATE OF ACTUAL COMPLETION OF WORK	REASONS FOR TIME OVER-RUN, IF ANY
1	2	3	4	5	6	7	8
3.1 of NIT							

NOTE:

1. Self certified copies of Letter of award/ Invoice shall be submitted along with the bid.
2. In case Bidder has completed the work along with other parties, than the role of the Bidder in the Total work and value of the work done by the Bidder to be clearly specified in the 3rd and 4th column of above table.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

ELIGIBILITY CRITERIA DETAILS

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

DETAILS OF SIMILAR WORK DONE DURING LAST TWO YEARS

S. NO	PQ details to be furnished by Bidder
1	Annual Turnover Statement for the last 2 (Two) years : 1. 2020 – 2021 _____ 2. 2019 – 2020 _____
2	i) Name of the work: ii) Location: iii) Clients name with address & fax no./ E-mail : iv) Type of work: v) Role of Bidder in the total work vi) Work Order No: vii) Total Work order value: viii) Work order value for work done by Bidder ix) Work duration: x) Schedule Completion Date & Actual Completion Date : xi) Copy of detailed Work Order/ Agreement enclosed. xii) Copy of Completion Certificate/proof of payment enclosed.
3	For Farmer Aadhar No. -----

* The Bidder to fill up appropriate figure (Rupees) as per Eligibility Criteria. (Refer ready reckoner table given in clause 3.0 of NIT).

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

Notes:

- The above Eligibility Criteria should be backed up with self-attested copies of relevant portions of Work Order/ Invoice Copy, any other relevant document.

DETAILS OF PROPOSED ORGANIZATION

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

The Bidder shall submit on a separate sheet details of Head Office and site organization proposed to be deployed for execution of the work. Bidder shall also furnish the bio-data of site-in-charge and key personnel to be deployed in accordance with clause no xii of para 2.0 of ITB.

Bidder agrees to augment the above chart with additional number/ categories, if required and directed by CBDA, to complete the work within the completion time schedule.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

ANNUAL TURNOVER STATEMENT

The Bidder shall indicate herein his annual turnover during preceding 2 financial years based on the audited balance sheet/profit & loss account statement of company/Similar statements pertaining to organizations registered under Indian Society’s Act 1860.

FINANCIAL YEAR	ANNUAL TURNOVER (Rs.)
2020-2021	
2019-2020	

NOTE: Self certified copies of audited balance sheets/ Statement of Affairs with Profit & Loss account/Income and Expenditure account for last 2 years shall be enclosed along with the bid. However, printed copies of the same need not be self certified.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

EXCEPTIONS AND DEVIATIONS STATEMENT

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

Bidder may stipulate exceptions and deviations to Tender Document, if considered unavoidable as per the following format:

SL. NO	PAGE NO. OF BID DOCUMENT	CLAUSE NO.	SUBJECT	EXCEPTIONS AND DEVIATIONS

All exceptions / deviations taken by Bidder to the stipulations of the Tender Document shall be brought out in Techno-commercial and un priced bid (and not in the Tender Document or Price Bid) as per this format. Any exceptions / deviations brought out elsewhere in the bid shall not be construed as valid.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

DECLARATION OF RELATIONSHIP WITH DIRECTOR/EMPLOYEES

For the purpose of Section 297 / 299 of the Companies Act 1956, we certify that to the best of my / our Knowledge:

- (i) I am not a relative of any Director or is related to any Employee of **CBDA**;
- (ii) We are not a firm which a Director or Employee of CBDA or his relative is partner;
- (iii) I am not a partner in a firm which Director of CBDA or his relative is a partner;
- (iv) We are not a private company in which Director or Employee of CBDA is a member of Director;
- (v) We are not a company in which Directors or Employees of CBDA hold more than 2% of the paid up share capital of our company or vice versa

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

BIDDER’S QUERRIES & CBDA’s REPLY

SL. NO	Sec. No	PAGE NO. OF BID DOCUMENT	CLAUSE NO.	SUBJECT	Bidder’s Query	CBDA’s reply

Note: The Bidder’s queries may be sent by e-mail to cbdaraipur@gmail.com before the last date for seeking Bidder’s clarifications/queries.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

BIDDER’S SEAL : _____

FORM OF CONTRACT (Integrity Pact)

THIS CONTRACT is made at RAIPUR (Chhattisgarh) this..... day of 20__

BY AND BETWEEN

CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY, having its office at VIP Road, Biofuel Complex, Post- Deopuri, Raipur (Chhattisgarh) - 492015 and place of business at..... (Hereinafter referred to as the "CBDA" which expression shall include its successors and permitted assigns) of the one part;

AND

_____ * _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a company/NGO/organization registered in India under the Indian Companies Act, 1913/1956/Indian Society Act 1860 having its registered office at _____ (hereinafter referred to/as collectively referred to as the "Contractor" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assigns) of the other part:

[CBDA and _____ (*Please insert*) referred to as the "Party" singly and as the "Parties", collectively as the context may permit]

WHEREAS:

- A. CBDA is desirous of getting executed the work of '**Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur**' which is more specifically mentioned and described in the Contract Documents (hereinafter referred to as the "Work", which expression shall include all amendments therein and/or modifications thereof); and
The contactor shall carry on regular Rural Network Building Programe amongst the farmers/beneficiaries by convening village level meeting/ distributing awareness building pamphlets, etc. to encourage seed collection of TBOs.
- B. CBDA has accepted the bid tendered by the Contractor towards execution of +the Work; and
- C. The Parties are desirous of recording their entire mutual agreement and understandings towards execution of the Work on the terms and conditions set forth in the Contract Documents.

NOW, THEREFORE THIS CONTRACT WITNESSETH as follows:

ARTICLE – I

CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract Documents, namely:

- (a) This form of Contract;
- (b) Letter of Acceptance (LoA) of Tender along with Fax/ E-mail of Intent;.
- (c) Tender Documents (as defined in the General Conditions of Contract and shall also include the General Conditions of Contract and Special Conditions of Contract).

1.2 A copy of the Letter of Acceptance of tender along with annexure thereto and/or a copy of Fax of Intent dated _____ are annexed hereto as **Annexure '1'**.

1.3 All these Contract Documents shall constitute the entire Agreement between the Parties on the subject matter.

**ARTICLE – II
WORK TO BE PERFORMED**

The Contractor shall perform the Work upon the terms and conditions and within the time specified in the Contract Documents.

**ARTICLE – III
COMPENSATION**

Subject to and upon the terms and conditions contained in the Contract Documents, CBDA shall pay Contractor compensation as specified in the Contract Documents upon the satisfactory completion of the Work and/or otherwise as may be specified in the Contract Documents.

For and on behalf of

CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY (CBDA)

by.....

on the date and at the place mentioned above in the presence of :

1.

2.

For and on behalf of

..... **(CONTRACTOR)**

by.....

on the date and at the place mentioned above in the presence of :

1.

2.

FORMAT FOR ADVICE OF BIDDER DETAILS*(On the Letterhead of the Bidder)*

Date:

To

The Chief Executive Officer

Chhattisgarh Biofuel Development Authority,
VIP Road, Biofuel Complex,
Raipur – 492015

Dear Sir,

With reference to the P.O /W.O./Contract Ref No. _____ dated _____ awarded to us by CBDA, we hereby give our consent to accept the related payments of our claims/bills on CBDA through Cheques or Internet based online E-payments system at the sole discretion of CBDA. Our Bank account details for the said purpose are as under:

S.no	Particulars	Details
1	Name and address of the Beneficiary.	
2	Account Number of Beneficiary	
3	Account type (CA/CC/SB)	
4	Name & Address of the Bank Branch (where payments are to be sent by CBDA)	
5	Branch Name/Code	
6	The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)***	
7	IFSC/RTGS Code of the bank Branch	
8	Any other Particulars (to be advised by beneficiary for the E payments purposes)	

*** (please attach a blank copy of the cancelled cheque/photocopy of the cancelled cheque issued by your bank relating to the above account Number for verifying the accuracy of the 09 digit MICR code number

I/We hereby declare that the particulars given above are correct and complete

Date:/Place

(Encl: one cheque/photocopy of cheque duly cancelled)

Signature of account Holder
With Company Stamp (if a company)

PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

In the case of a SHG/ NGO/ Cooperative Societies:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I m involved as a Managing Partner have been placed on Black List or holiday list declared by CBDA or Govt. of Chhattisgarh or its Administrative Department (presently the Department of Energy), except as indicated below:

(Here give particulars of blacklisting or holidays listing, and in absence thereof state “NIL”)

In the case of a Firm :

We hereby declared that neither we, M/s _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by CBDA or Govt. of Chhattisgarh or its Administrative Department (presently the Department of Energy), except as indicated below:

(Here give particulars of blacklisting or holidays listing, and in absence thereof state “NIL”)

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by CBDA or Govt. of Chhattisgarh or its Administrative Department (presently the Department of Energy), except as indicated below :

(Here give particulars of blacklisting or holidays listing, and in absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particular, Chhattisgarh Biofuel Development Authority (CBDA) shall have the right to reject my/our bid, and if the bid has resuped in a contract, the contract is liable-to be terminated.

Place :

Signature of Bidder :

Date :

Name of signatory :

ANNEXURE - XII TO ITB

NAME OF WORK: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha Curcas seed (Ratanjot) to CBDA Plant, Raipur’

TENDER NO: CBDA/2022/PT/003

NAME OF THE BIDDER:

CHECK LIST FOR SUBMISSION OF TENDER
(Mark √ In Appropriate Box As Applicable)

1.	All pages of the bid submitted have been consecutively numbered, signed and stamped by the authorized person(s) and indication given on the front page of the bid as to the number of pages contained in the bid.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Confirm all rates have been filled without any condition & deviation and submitted in the manner as given in the tender document.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	GST Registration No.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Eligibility Criteria and Details of similar works executed in the last 2 (two) years in the Performa enclosed in the tender/ bidding document.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Details of work undertaken during last 2 (two) years have been attached with the bid.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Copies of Annual Turnover statement and Audited Balance Sheets for last two years have been attached.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Power of Attorney on stamp paper of appropriate value in favour of person who has signed the offer.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Declaration of relationship with the CBDA's Director/Employee, if any.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Original Bidding document along with addendum, if any.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Information regarding blacklisting / holiday listing according to appropriate type of firm / concern the Bidder having as mentioned Annexure XI to ITB.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: The Bidder is requested to tick in appropriate boxes for all 10 items mentioned above.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
BIDDER'S SEAL : _____

CHAPTER 3

GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION-1

DEFINITIONS

The following expressions placed and used hereunder and elsewhere in the Contract Documents, unless repugnant to the subject or context thereof shall have the following meanings hereunder respectively assigned to them, namely:

- 1.1. "Acceptance of Tender" shall mean the acceptance of tender issued by the Owner to the Contractor, and shall include the detailed Letter of Acceptance or such other notification issued by the Owner for award of the Work to the Contractor.
- 1.2. The "Contract" shall mean the entire agreement and understanding as arrived at by and between the Owner and the Contractor as contained in the Contract Documents towards execution, implementation and completion of the Work including matters incidental thereto.
- 1.3. The "Contractor" shall mean an Agency/ NGO/ Rural Co-operative societies/ SHGs (whether incorporated or not) that has entered into the Contract with the Owner and shall include its legal representatives, successors and permitted assigns. The term "Contractor", should in context of the Contract Document permitting, be interchangeably read as an expression signifying "Bidder" or "Agency".
- 1.4. The "Contract Documents" shall mean the collective of the documents as referred to and defined in the Form of Contract containing and/or encompassing the Contract and listing out the terms and conditions thereof.
- 1.5. "Order" and "Instruction" shall respectively mean any written order or instruction issued by the Owner's Representative within the scope of their respective powers/authorizations in terms of and/or in relation to the Contract.
- 1.6. The "Owner" shall mean Chhattisgarh Biofuel Development Authority (CBDA), Department of Energy, Government of Chhattisgarh, having its Head office at VIP Road, Biofuel Complex, Near Energy Park, Post-Deopuri, Raipur-492015, Chhattisgarh, India and shall include its successors and permitted assigns. The term "Owner", should in context of the Contract Document permitting, be interchangeably read as an expression signifying "CBDA".
- 1.7. The "Owner's Representative" shall mean such Officer(s) of the consultant or any other organization nominated by the Owner from time to time in writing to act as its representative for the purpose of the Contract and/or any specific work(s) incidental and/or related thereto.
- 1.8. "Work" shall mean the activities embracing the Work(s) forming the subject matter of the Contract.
- 1.9. "Storage Location(s)" shall mean all such area(s) where Work (as defined hereinafter) is carried out/to be carried out by the Contractor. The term "Storage Location(s)", should in context of the Contract Document permitting, be interchangeably read as an expression signifying and/or mean to include the expression "Site(s)", .
- 1.10 "Work" or "Scope of Work", shall mean the totality of the work, services and/or activities to be performed by the Contractor including the totality of Contractor's responsibilities to

be discharged, as envisaged by expression or implication in the Contract Documents and shall include all direct and/or indirect tangible or intangible inputs required for such performance.

- 1.11 "Time Schedule" shall mean the time schedule for final completion of the Work encompassing amongst others any interim time schedules set up or to be set up by the Owner for achieving interim/phase-wise/stage-wise progress/completion /testing/ commissioning/handing in terms of the Contract and include any extensions and/or modifications of the Time Schedule by the Owner in terms of the Contract.
- 1.12 The "Total Contract Value" shall subject to any adjustments, set-offs and/or deductions/retentions that may be made by the Owner as per the terms of the Contract, mean the entire estimated remuneration as specified in the Acceptance of Tender due to the Contractor for successful completion of the Work.

SECTION-2

2 INTERPRETATION OF CONTRACT DOCUMENTS:

- 2.1 The Contract Documents as defined in Section 1 hereof embody the entire Contract between the Parties hereto, and the parties declare that in entering into this Contract they do not rely and have not relied upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract Documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the Work are hereby cancelled and/or rendered ineffective for the purposes hereof.
- 2.2 Wherever the context so requires, the words imparting the singular shall also include the plural and vice versa and words imparting the masculine gender shall also include feminine gender and the neuter gender and vice versa.
- 2.3 No verbal agreement, assurances, representations or understanding given by the Owner's Representative, any employee or officer of the Owner or so understood by the Contractor, whether given or understood before or after the execution of the Contract, shall in any way bind the Owner or after the Contract Documents unless specifically given in writing and signed by the Owner's Representative or by a person specifically authorized by the Owner.
- 2.4 Section and/or clause heading given in this or any other document forming part of the Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of various clauses, but do not form part of the Contract Documents, with the intent that the clause headings shall not govern the meaning or importance of the clauses there under appearing or confine or otherwise affect the interpretation thereof.
- 2.5 Should the Contractor have any doubt or ambiguity regarding the interpretation of the provisions of the Contract Documents for reasons of any apparent error, omission or contradiction therein or in any of them or otherwise, the Contractor shall, prior to commencing the Work (or part/portion of the Work) apply in writing to the Owner for clarification of the doubt, ambiguity or contradiction including correction and/or rectification of such error or omission, as the case may be. Any clarification so provided by the Owner upon due consideration of the Contract Documents particularly keeping in view the overall intent of the Contract and towards implementation of such intent, shall be communicated in writing by the Owner to the Contractor, and the same shall to that extent be read as part of the concerned provision(s) of the Contract.

SECTION-3

3 EMD

- 3.1 The Contractor shall for the EMD Clause(1.2) as specified in the Contract Documents and the ITB (Instruction to Bidder forming part of the Tender Document).

SECTION-4

4.1 MATTERS RELATING TO PERFORMANCE OF WORK

- 4.1.1 The Contractor will complete the whole Work as laid down in the Scope of Work Annexure-XI to ITB in particular, and as per the Time Schedule to its fullest completion and in no way shall the Work be left incomplete. In case of any incomplete Work, amongst other rights of redress, if any that the Owner may have in terms of the Contract Document and/or in law, the Contractor will become liable for penalties that may be levied upon him/it as per the provisions of Section 8 hereof. The Contractor in this regard understands and agrees that the penalties prescribed under the Section 8 are a reasonable pre-estimate of the loss(es) and/or damage(s) that the Owner may incur for reasons of the Contractor not completing the Work.
- 4.1.2 Time being the essence of the Contract, the Contractor shall be and remain responsible for the timely completion of the Work per the Time Schedule and no issues regarding inputs, labour and material required for execution and completion of the Work shall come in the way of timely completion of the Work undertaken by the Contractor. Should the situation so demand and subject to the applicable laws allowing, the Contractor shall deploy and execute the Work during holidays and Sundays so as to meet the Time Schedule. In the event the Contractor is not in a position to complete the Work as per the Time Schedule or fails to complete the Work in terms of the Time Schedule, the Owner shall, subject to the provisions of Section 4.1.1 above, be at liberty to have the unfinished Work done by itself and/or through any third party at the Contractor's cost, risk and expenses and in this regard the Owner shall be fully entitled to recover any additional expenditure so incurred from the Contractor's running bills.
- 4.1.3 The Work shall be executed by the Contractor with skillful workmanship consistent with the best industry practices and standards. No extra fee and/or cost shall be paid to the Contractor on this account.
- 4.1.4 Notwithstanding anything to the contrary (whether express or implied) contained in the Contract Documents, the Contractor shall be and remain at all times exclusively responsible for providing all material and inputs of the quality and quantity required for or in connection with the Work, particularly meeting the standards norms and specifications as per BIS Standards. In addition to the foregoing, the Contractor shall be and remain at all times responsible for the quality and quantity of the materials and inputs employed in the execution of the Work and shall at no time compromise on the quality and quantity of materials and inputs and any confirmation of dubious materials and inputs being used in the execution of the Work at the Contractor's end, by the Owner's Representative, shall oblige the Contractor to replace such materials and inputs with the standard quality of material and inputs at the Contractor's own cost. In this regard the Contractor shall co-operate in providing samples of inputs employed or to be employed to the Owner's Representative for analysis and quality check from any locations where the lot is stored or is in use. Further, it shall be entirely the Contractor's responsibility to provide, operate and maintain all tools, equipment, apparatus and similar such things as may be necessary for completing the Work as per the Time Schedule.

- 4.1.5 Notwithstanding the provisions of Section 4.1.4, if specification for a particular material and/or any other input or material is clearly mentioned in the Tender Document, the Contractor will remain bound to use materials as per such specifications as mentioned in Tender Document.
- 4.1.6 The Contractor shall carry out required supervision as per Quality Assurance and Monitoring Plan formulated and notified by the Owner and shall if notified by the Owner's Representative of any deficiencies and/or deviations in the Work carried out, make every effort to rectify the same following instructions, if any issued in this regard by the Owner's Representative. To enable the Owner's Representative to inspect the Work done, the Contractor shall ensure free access to Owner's Representative to the work Location(s) including the Work carried out therein/thereon at all times. In this regard, and if sought the Contractor shall at his/its own expense provide all assistance including manpower, tools etc. which the Owner's Representative may require for inspecting, checking and verifying the Work.
- 4.1.7 In carrying out the Work, the Contractor shall not disturb the harmony of the villages because of his/its conduct/behavior and such Work shall be carried out with due regard to the convenience of the villagers. In this regard, the Contractor in consultation with the Owner and local community shall draw up a plan/procedure to ensure that the activities in relation to execution of Work do not adversely affect existing land rights and community relations. Further, in this regard the Contractor must take due care that no damage or loss incurs to the property of other villagers who have adjoining land, crop, livestock, infrastructure etc. Any damage done to the same or any other property will have to be compensated/repaired/replaced by the Contractor, failing which the same will be got done at his risk and cost. Further, should there be any other/further agency and/or institution involved by the Owner for the purposes of achieving the Owner's overall objective(s) associated with the Work, the Contractor shall work in close co-operation and coordination with such agency(ies)/institution(s) so as to enable the Owner to achieve its overall objective(s). In this regard, the Owner shall from time to time inform and keep informed the Contractor about the agency(ies)/institution(s) that the Owner may involve/engage.
- 4.1.8 The Contractor shall be fully responsible for the conduct of his/its employee and ensure that their behavior with the employees of the Owner, supervisors, officers, residents, is always good and cordial. If it is found by the Owner that the conduct or skill of any person or group of persons employed by the Contractor is unsatisfactory, upon notification in writing in this regard received from the Owner, the Contractor shall have to remove such person or group of persons and engage a new one (person or group of person as the case may be) to the satisfaction of the Owner. The decision of the Owner regarding such removal including the replacement shall be final and binding on the Contractor.
- 4.1.9 Adequate care must be taken while carrying out the Work so that the Contractor shall not build any permanent structure at the work Location(s) and related location(s). Any structures if made temporarily should be demolished after the completion of the Work and the land should be brought to the original condition. No extra cost shall be paid for the same by the Owner. The decision of the Owner in this regard shall be final and binding on the Contractor.

4.2 MATTERS INCIDENTAL TO PERFORMANCE OF WORK:

- 4.2.1 The Contractor shall at all times ensure that his/its representative(s) is/are available for proper administration and supervision of the Work.
- 4.2.2 The Contractor shall provide the details of proposed organization structure for carrying out the Work mentioned in the Contract.
- 4.2.3 The Contractor shall on award of the Contract, furnish a list containing names and addresses of his/its workmen/employees as and when required. These people can be contacted by the Owner, any time and as and when required by the Owner.
- 4.2.4 The Contractor shall engage his/its own labourers for all the necessary job at his/its own risk and cost and shall be responsible for fulfilling the statutory provisions of Contract Labour (Regulations and Abolition) Act, 1970, Minimum Wages Act, 1948, Gratuity Act, 1972, Industrial Disputes Act, 1947, Provident Fund Act, 1952, Shops and Commercial Establishment Act, Workmen's Compensation Act, 1923, Employee State Insurance Act, 1948 and all other labour and industrial enactment which may come into force from time to time in respect of all workmen employed by him/it. If due to any reasons, whatsoever, the Owner is made liable in respect of the above; the Contractor shall indemnify the Owner from all such liabilities. Loss(es) suffered by the Owner in this regard shall be recoverable from the dues payable by the Owner to the Contractor.
- 4.2.5 The Contractor shall be solely responsible for any loss, damage to Owner's property while it is in his/its charge due to negligence and or fraud etc. on part of the Contractor's personnel (direct or indirect). The Owner shall have no liability whatsoever concerning the Contractor's employees and/or their conduct.
- 4.2.6 The Contractor shall also ensure no damage to standing structure/shed of existing Biofuel Complex, due to movement of trucks/ earth moving vehicles or due to any other activities undertaken during the execution of the Work. Any loss arising from damage, pilferage or breakage of existing structure, including any materials incidental to the requirement of the work, etc. as mentioned above and/or damage to existing structure shall be to the cost of and responsibility of the Contractor. In case the Contractor fails to make good the aforesaid losses, the Owner shall be at liberty to recover the cost of these items from the Security Deposit and the dues payable by the Owner to the Contractor.
- 4.2.7 Contractor shall use the work Location(s) as identified by Owner only for the purpose of this Contract and the Contractor shall not be permitted to make, any structural additions or alternations to the same without the prior approval in writing of the Owner.
- 4.2.8 The Contractor shall ensure timely payment of wages to all employees and workmen employed by the Contractor directly or indirectly in connection with the Work and shall ensure wages standards, period and provisions (including the provision of wages, privilege and facilities) for all workmen in this behalf, prescribed under the Payment of Wages Act, 1936, the Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act, 1948 and/or any other applicable law, rule or regulation.

- 4.2.9 The Contractor shall ensure that local labour, skill and/ or unskilled, to the extent available shall be employed in this work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.
- 4.2.10 The Contractor has to keep record of all the activity e.g. payment to labourers, vendors, etc and the same will be inspected by Owner as and when required.
- 4.2.11 The Contractor has to complete the activities as per time lines stipulated in the Time Schedule. In case of any increase/decrease in manpower is required in order to complete the Work in time, the Contractor shall have to arrange for the same at no additional cost to the Owner.
- 4.2.12 The Work is Time Schedule bound and the Contractor will have to maintain both speed and quality.
- 4.2.13 The Contractor shall dispose off garbage, malba, rubbish and other unserviceable materials and waste at their own cost to area(s) notified/specified by the Owner's Representative.
- 4.2.14 The Owner and the Contractor shall prior to execution of the Work jointly (and if found necessary, with the local community and/or the concerned forest department) identify rare threatened or endangered species and high conservation value habitat ("Identified Biodiversity"). Once identified, the Contractor shall during execution of the Work take all such steps as are necessary to avoid adversely impacting the Identified Biodiversity.
- 4.2.15 The tendered and accepted price shall be deemed to be FIRM and valid for the entire duration of the Contract till the completion of Work in all respects and shall not (save any adjustments, setoffs and/or deductions/retentions that may be made by the Owner per the terms of the Contract to arrive at the Total Contract Value) be subject to any adjustment due to increase in price of materials, consumables, labour, taxes, levies and charges, etc. or any other input for performance of the Work under the Contract.

SECTION-5

5. REPORTS & RECORDS:

- 5.1 The Contractor shall, from time to time, maintain at each work Location(s) (in addition to any records or registers required to be maintained by the Contractor) such records and registers as the Owner's Representative shall or may require the Contractor to keep and/ or maintain from time to time.
- 5.2 In addition to any other records or registers required to be maintained by the Contractor from time to time and/ or to the reports required to be furnished by the Contractor in terms of the Contract Document, the Contractor shall prepare periodic progress report as prescribed by the Owner for all Work done and/ or progress achieved by the Contractor at each work Location(s) during the concerned period.
- 5.3 The Contractor shall maintain register for materials and resources bought, materials and resources used, labour employed for the activities, payment records to vendors including labour, transportation agencies/parties, warehousing contractor/parties etc. The Contractor or his authorized representative shall sign these registers. The Owner shall have the right to inspect these records. These records will be the property of the Owner.

- 5.4 The Contractor shall also complete the MV (Monitoring and Verification) form or any such format by whatever name it is mentioned in the Contract Document formed for different activities, from time to time as the Work progresses and same shall be made available to the Owner's Representative after filling the relevant details. The MV form will be made available by CBDA to the contractor.

SECTION-6

6. SAFETY

- 6.1 The Contractor must ensure the safety of its workforce at the work Location(s) and comply with all the safety regulations under the applicable law including any safety policy/conditions issued by the Owner from time to time. Amongst others, the Contractor shall ensure compliance with procedures relating to safe use and storage for all crop protection chemical on farm, to avoid the risk of contamination to people and to the environment. Only legally registered crop protection chemicals should be stored.

The Contractor shall, amongst others, ensure the use of PPE (Protective Personal Equipment), for example face shields, disposable masks, coveralls, aprons, rubber boots, chemical resistant protective gloves etc. by all direct/indirect employees/workmen while they are in/on the work Location(s) and are directly/indirectly handling and/or are being exposed to chemicals/substance/ instruments which are corrosive in nature and where there are chances of burns, rashes, passive inhalation, consumption, injuries etc. In addition to the above, the Contractor shall always ensure that safety parameter commensurate to each specific activity is adhered to.

SECTION-7

7. VERIFICATIONS, CLAIMS & PAYMENTS:

- 7.1 All weights and measurements including quality parameters and related activities for verification of Work completed shall be carried out jointly by the Owner's Representative and the Contractor or Contractor's representative. If the Contractor or Contractor's representative refuses to conduct the joint verification then the Owner's Representative shall be free to conduct the verification solely and the decision of the Owner's Representative based on such verification shall be final and binding on the Contractor ("Verification Report"). The Verification Report (sole or joint as the case may be) will inter alia, amongst others cover the gamut of Work completed in terms of the Contract. The Contractor shall be bound to present himself or his authorized representative whenever so required by the Owner's Representative during the process of the verification (sole or joint as the case may be). Based on the Verification Report, if the Work is found complete to the satisfaction of the Owner's Representative, Owner's Representative may recommend it for payment. In the event, the Work is found to be incomplete by the Owner's Representative, the Contractor would be asked to complete the Work within the time frame specified by the Owner's Representative in writing and only after the completion of the Work and its subsequent joint or sole (as the case may be) verification, Owner's Representative may ask the Contractor to resubmit its claim. Even after the second verification, if the Work is found incomplete then recommendation for payment will be made only for the actual Work completed and penalties would be levied in accordance with Section 8 below to make good of the time lost due to insincerity/negligence on the part of Contractor.

- 7.2 Notwithstanding the existence of any claim by the Contractor in terms hereof or otherwise including any claim(s) that might be in dispute (whether referred to arbitration or not), the Contractor shall continue and be bound to continue and perform the Work to completion in all respects according to the Contract (unless the Contract or Works be a priority determined by the Owner in terms hereof) and shall remain liable and bound in all respects under the Contract.
- 7.3 Should the Contractor consider that he is entitled to any extra payment or compensation over and above the amounts due in terms of the Contract in respect of any Works to be undertaken, or should the Contractor dispute the validity of any deductions made or intended to be made by the Owner from any Running Account Bills, the Contractor shall give notice in writing of his/its claims in this behalf to the Owner's Representative within 10 (ten) days from the date of the issue of Orders or Instructions relative to any Works for which the Contractor claims such additional payment or compensation or of the happening of other event upon which the Contractor bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. Notwithstanding the merits, if any of the claim(s), the Owner shall not be liable in respect of any such claim(s) by the Contractor unless notice in writing of such claim(s) shall have been given by the Contractor to the Owner's Representative in the aforesaid manner and within the aforesaid time. A failure on the Contractor's part to comply with the foregoing shall be deemed as an absolute and complete waiver and relinquishment of any and all such un-notified claim(s) including any and all his/its rights in respect of any such un-notified claim(s).
- 7.4 Owner shall have the power to reduce the rates at which payments shall be made, if the quality of the Work upon Verification is found to be not up to the required standard. Owner shall also have the power to Order the Contractor to remove any inferior items from the work Location(s) or rectify any work of inferior workmanship. If the Contractor fails to do the Work as directed, Owner may arrange for any such Work to be rectified by any of the other agencies at the Contractor's cost and expenses. During progress of the Work, Owner may issue to the Contractor from time to time, such further instructions which shall be necessary for the purposes of proper and adequate execution and maintenance of the Work and the Contractor shall carry out the Work as directed and shall be bound by such directions/Instructions.
- 7.5 Owner shall be entitled at its discretion, before or during the execution of the Work through issuance a written notice to alter and/or amend the specifications of the Work including alter /amend the Scope of Work. The Contractor shall be required to carry out the Work related to such altered /amended specification and/or Scope of Work on the terms and conditions as contained in the Contract Documents subject however to the understanding that any work not covered under the original Scope of Work as contained in the Tender Document shall be carried out against remunerations payable based on the prevailing market rate. The Owner's Representative's opinion in relation to the nature and quantum of Work falling outside the original Scope of Work shall be final and binding on the Contractor.
- 7.6 Rates of all materials required under the provision of this Contract (unless otherwise communicated by the Owner in writing) are inclusive of cost of transport, profit, interest, insurance, overhead and all other duties, royalties, VAT etc. as may have to be incurred by the Contractor for getting the respective materials at the work Location(s).

- 7.7 All expenses towards mobilization at the work Location(s) and demobilization including bringing in equipment, work force, materials, dismantling the equipment, work force, materials dismantling the equipment, clearing the work Location(s) etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

SECTION-8

8 PENALTIES

- 8.1 The Work is time bound and time is the essence of the Contract. Therefore each activity is supposed to be carried out by the Contractor strictly as per the Time Schedule provided by CBDA. The Contractor shall ensure that the Work is carried out as per quality, quantity and Time Schedule. The entire activity for supply of Jatropha curcas seed to CBDA Plant, Raipur shall be well distributed in the entire 6 (six) months with minimum 70 % activities completed in first 3 (three) months. In case of delay in execution of activity in any work Location(s) which may affect the subsequent activity in that work location(s), the Owner reserves right to levy penalty in accordance with the relevant provisions of the Contract Documents.
- 8.2 The Contractor is required to provide samples of various materials/ fittings as mentioned in Scope of Work well in advance to enable the Owner for its evaluation in time. In case timely advance sample is not provided by the Contractor, the Contractor must ensure procurement of good quality (which may be subject to test by the Owner) input material with a view to complete the activity in time. However, in the event, quality of any input material is not meeting specifications or are substandard, the Contractor would be required to replace the input material or undertake reapplication of such input as per directions of Owner's Representative. The Owner also reserves its rights for replacement of such input materials from any other party at the risk and cost of the Contractor. The decision of the Owner regarding the cost of input material or undertaking replacement or reapplication from any other party shall be final and binding.

SECTION 9

9. CANCELLATION & TERMINATION

9.1 CANCELLATION:

- 9.1.1 The Owner shall be entitled at any time at its discretion to cancel the Contract if, in the opinion of the Owner, the cessation of the Work becomes necessary owing to any cause whatsoever, and a notice in writing from the Owner to the Contractor of such cancellation and the reason(s) there for shall be conclusive proof of such cancellation and the reasons there for.
- 9.1.2 Upon cancellation of the Contract (whole or part), the Owner's Representative may require the Contractor to complete the intermediary task/Work undertaken to the satisfaction of the Owner's Representative.

9.1.3 Upon cancellation of the Contract (whole or part), the Contractor agrees to waive any claim for damages (direct or indirect), including loss of anticipated profits on account thereof, and as the sole right and remedy of the Contractor against the Owner resultant upon such cancellation, the Contractor agrees to accept from the Owner payment for the materials and/or inputs already used or supplied and payment for the Work actually performed by the Contractor calculated on the basis of unit rates or lump sum rates wherever applicable. Payment for the materials and inputs supplied (but yet to be used) shall be made upon due verification of the quantity and to the satisfaction of the Owner that the quantity does not exceed the expected requirements of material/inputs for performing the concerned Contract or part thereof. Such materials and inputs shall be the property of the Owner upon making payment.

9.2 TERMINATION

9.2.1 If it is found that the Work rendered are unsatisfactory or that the Contractor has violated any terms and conditions of the Contract, then in that event, the Owner will be entitled to terminate this Contract, at any time without assigning any reasons whatsoever.

9.2.2 In the event of the Contractor suspending or abandoning Work without giving prior written notice to the Owner, such notice amongst others containing the reason for suspension/abandonment including the likely date of resumption, if any of the Work; the Owner shall be entitled to terminate the Contract on grounds of breach of Contract.

9.2.3 If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor (or his employees), or the Contractor is declared insolvent or any insolvency/winding up proceedings is instituted against the Contractor, the Owner shall have the exclusive and special right to outright terminate the Contract and the Contractor shall in such even not be entitled to receive any compensation from the Owner whatsoever.

9.2.4 Upon termination of the Contract, Owner shall be entitled to get the Work completed by itself or through any other party as contemplated in the Scope of Work at the risk and expenses of the Contractor. Notwithstanding such termination including the Owner's foregoing right to get any unfinished Work completed by any other party, the Owner may at its sole discretion require the Contractor to complete any intermediary task to the Owner's satisfaction and unless otherwise agreed to the contrary, payment for completion of such intermediary task/Work shall be made on the basis of unit rates or lump sum rates wherever applicable. Provided however, such request for completion of the intermediary task/Work including its completion to the satisfaction of the Owner or otherwise, will not be deemed and/or be construed as a waiver by the Owner of the termination, or a renewal or an extension of the Contract so terminated.

SECTION-10

10. MISCELLANEOUS

10.1 TAXES

Subject to the provisions of Section 4.2.15, the Contractor shall be exclusively liable for the payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any Work done and/or materials supplied and for the payment of all contributions and taxes for unemployment compensation, insurance and old age pension and annuity now or hereinafter imposed by the Central or any State Government or any Authority with respect to or covered by the wages, salaries or other compensations paid to persons employed or engaged by the Contractor and the Contractor hereby, undertakes to indemnify and keep indemnified the Owner from and against the same and all claims, actions, demands and payments whatsoever against the Owner howsoever arising there from or in connection therewith.

10.2 GOVERNMENT REGULATIONS

10.2.1 The Contractor shall comply with and ensure strict compliance of all applicable, Central, State, Municipal and local laws and regulations and undertake to indemnify the Owner from and against all levies, damages, penalties, any payments whatsoever as may be imposed on the Owner by reason of any breach or violation by the Contractor of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/or relative thereto including any costs and expenses that may be incurred by the Owner in defending itself in this regard.

10.2.2 The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by its employees, agents, sub-contractors or any other authorised representative of all applicable labour laws, rules and regulations including but not limited to the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Abolition and Regulation) Act, 1970, Plantation Labours Act, 1951. Additionally, the Contractor shall also be responsible for strict compliance of any policy issued by the relevant government authority under the applicable law.

10.2.3 The Owner shall be entitled to inspect the Contractor's facilities and records to check that the provisions of the any applicable laws, rules and regulations as mentioned in Section 10.2.2 above are being complied with by the Contractor. Any apparent violation shall without prejudice to any other rights or remedies available to the Owner would constitute a ground for termination of the Contract. Provided however, the Owner's right to inspect including any inspection conducted by the Owner hereunder are and shall remain specific to the implementation of the provisions of the Contract and accordingly shall in no manner be construed as and/or be deemed to reflect upon and/or comment upon the actual compliance status of the Contractor vis-à-vis the views and/or opinion (whether consistent or inconsistent) of the relevant Authority authorised to oversee the compliance, and/or direct compliance and/or take action for non-compliance of the respective laws, rules and regulations. The Owner's views and/or opinion will be conclusive insofar as implementation of the provisions hereof and/or exercise of the Owner's rights are concerned and any contrary view, opinion, order, judgment, ruling, etc of any Authority, Judicial or Quasi-Judicial Authority shall in no way make the Owner liable to reconsider its

decision, reverse its actions and/or cause the Owner to recompense the Contractor for the consequences of termination of the Contract. Further, the Owner's view(s) and/or opinion expressed hereunder shall hold no value, nor be relied upon and/or be used by the Contractor as evidence in any proceedings that may be instituted by any Authority against the Contractor for any non-compliance or otherwise.

- 10.2.4 In case of labour unrest/dispute arising out of non-implementation of any law or otherwise, the responsibility to remove/resolve such unrest/dispute without delay shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his/its cost and risk.

10.3 INTELLECTUAL PROPERTY

All intellectual property rights in any work or material developed by the Contractor during the subsistence of the Contract shall belong to and be the property of the Owner and the Contractor confirms and agrees that the Contractor shall not be entitled to claim any rights over such intellectual property. If required by the Owner, during or after the term of this contract, the Contractor shall assign and transfer in favour of the Owner all intellectual property rights in such works or materials and shall execute such deeds and documents, as the Owner may require, to effectually vest in the Owner any and all intellectual property rights and benefits in such works or materials. In performance of the Contractor's duties and responsibilities, the Contractor shall not use or infringe any intellectual property properties or rights of any other persons.

10.4 INDEMINITY AND INSURANCE

The Contractor shall at all times indemnify and keep indemnified the Owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of person of any sub-contractor and or the servants or agents of the Contractor, any sub-contractor(s) of the Owner working under the supervision/guidance of the Contractor and the Contractor shall at his cost and initiative at all times, maintain all liabilities under Workman's Compensation Act, 1923, Fatal Accidents Act, 1855, Personal Injuries (Compensation Insurance) Act, 1963 and/or any other legislation - industrial/agricultural/labour, etc. as may be in force from time to time.

10.5 LIENS AND LIABILITIES

If at any time there is evidence of any lien or claim for which the Owner might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter becoming due to the Contractor.

10.6 GOVERNING LAW & JURISDICTION

The Governing Laws of this Contract shall be the laws of the Republic of India and notwithstanding any other court or courts having jurisdiction to adjudicate upon any issue(s) and/or action(s) arising out of or to be taken in relation to this Contract (including any arbitration in terms thereof), such jurisdiction shall lie only in the court of competent civil jurisdiction in this behalf at RAIPUR, Chhattisgarh (where this Contract has been signed on behalf of the Owner) and only the said court(s) at RAIPUR, Chhattisgarh shall

have jurisdiction to entertain, try and adjudicate upon any such issue(s) and/or action(s) to the exclusion of all other courts

10.7 DISPUTE RESOLUTION

10.7.1 The Parties shall attempt to amicably settle all disputes arising out of this Contract and the obligations hereunder (a "Dispute"). Either Party may give written notice of a Dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or such event coming to the notice of the notifying Party. The Executive Director of the Owner shall be the adjudicating authority of a Dispute.

10.7.2 If any Dispute arising between the Parties is not amicably settled within fifteen (15) days of commencement of attempts to settle the same, the Dispute shall be referred to and be finally settled by arbitration which shall be referred to the sole arbitration by the Executive Director of CBDA or his/her nominee. The Contractor has no objections to such appointment provision and accordingly shall not be entitled to raise any objection on the ground that the arbitrator appointed is an officer of the Owner. In case of transfer/vacation of the said designated office by the officer appointed in terms hereof as the arbitrator, the next officer assuming such office shall be appointed and assume the chair of the arbitrator, who shall then continue with the conduct of the arbitration. The provisions of the Indian Arbitration & Conciliation Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the foregoing and following conditions:

- (a) The Arbitrator shall give his Award separately in respect of each claim and counter-claim of the Parties; and
- (b) The Arbitrator shall not be entitled to review any decision, opinion or determination (howsoever expressed) which is stated to be final and/ or binding on the Parties in terms of the Contract Documents.

10.8 FORCE MAJEURE

10.8.1 If the performance of any obligation is not delayed for a period exceeding 30 (thirty) days because of hostilities, embargo, blockades, Governmental action or interference, civil commotion, war (declared or undeclared), Act of God or for any other reason beyond either Party's reasonable control, the Parties shall not be held to the date of performance of such obligation and the representatives of the Parties shall immediately consult each other and agree upon the necessary measures to be taken.

10.8.2 Each Party affected by Force Majeure shall promptly inform the other in writing of the occurrence and of the cessation of the Force Majeure. In case discharge of Contractor's duties and obligations hereunder remain suspended for a period more than 30 (thirty) days, the Owner shall have the right to cancel the Contract per provisions of Section 9.1.

10.9 CONFIDENTIALITY

The Contractor and its/his employees, agents shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all information developed or acquired by the Contractor from or by means of the Tender Documents or any facility extended to the Contractor pursuant thereto or the award or performance of the Works or any of them or otherwise disclosed or made available to the Contractor or any of the aforesaid persons, and

shall not disclose or reproduce the same in any book, article, speech or other publication without the prior written consent of the Owner.

10.10 WAIVER

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

10.11 NON-ASSIGNABILITY

The Contract including and the benefits and obligations arising there from shall be strictly personal to the Contractor and shall not on any account be assignable or transferable by the Contractor to any third party. In case of engagement of any sub-contractor by the Contractor in relation to execution of any part of the Work, the Contractor shall seek prior written consent of the Owner subject to the understanding that all duties, responsibilities and obligations of the Contractor herein including any liabilities arising from and/or in relation to non-discharge and/or non-performance shall be primary and solely to the Contractor.

10.12 NO AGENCY/NO PARTNERSHIP

Nothing in the Contract Documents is intended to nor shall it operate to create a partnership or joint venture of any kind between the Parties or to authorize either Party to act as agent for the other and neither Party shall have authority to act in the name or on behalf of the other or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power respective to the other).

SECTION-11

11. OTHER CONDITIONS

11.1 No Officer or other employee of the Owner shall anyway be personally bound or liable to the Contractor for the acts, omissions or obligations of the Owner under the Contract or otherwise or be personally answerable to the Contractor for or in respect of any omission or commission in the performance of any act(s), deed(s), matter(s) or things to be observed and/or performed by the Owner under the Contract.

11.2 The Contractor shall not under any circumstances pay or advance to any Owner’s Representative or any officer(s), servant(s) or agent(s) of the Owner any sum or money on any account without the prior authority of the Owner in writing and any such payment made or money advanced by the Contractor without such authority shall be entirely at the risks of the Contractor without any liability to the Owner in respect thereof.

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For CBDA

For Bidder

CHAPTER 4

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming part of this contract. Notwithstanding the subdivisions of the document into these two sections, every part of each shall be deemed to be supplementary to and complimentary of every other part and shall be with and into the document as far as it may be applicable to do so.
- 1.2 Where any portion of the General condition of Contract is repugnant to or at variance with any provision of Special Conditions of contract, then unless a different intention appears, the provisions of Special Conditions of Contract shall be deemed to over ride the provisions of General Conditions of Contract and shall be to the extent of such repugnancy or variation prevail.

2.0 SCOPE OF WORK

The scope of the entire work under this tender would be in general but not limited to the following, which briefly comprises;

Supply of Jatropha Curcas seed (Ratanjot) to CBDA Plant, Raipur The detailed scope of work and time schedule is attached as **Annexure – XI to ITB.**

3.0 LOCATION

Whole Chhattisgarh

4.0 PAYMENT METHODOLOGY:

- 4.0 AGENCY will submit the bill after achievement of milestones against the activity assigned for that particular work. Similarly liquidation damage to be levied as mentioned in Clause 8.0 of GCC, if applicable would be also considered separately for each work. In other words for all practical purposes, each activity would be treated as separate assignment.
- 4.1 AGENCY will submit work wise claim for each activity within 30 days of the completion of activity. After submission of claims with all the proper and supporting documents, owner's representatives verify the claim through complete/random verification. If the claim is found correct as per verification report the payment shall be released within 15 days after submission of claims by the AGENCY.
- 4.2 In case of variations in the claim on either side (i.e. less than or more than actual claim based on verification conducted by owner's representative), AGENCY would have the option to resubmit its claim with all the proper and supporting documents after rectifying the variations as per verification of owner's representative. The payment shall be made within 15 days after re-submission of claims.
- 4.3 In case AGENCY is not satisfied with verification survey report, conducted by owner's representative. The re-verification of the same activity would be carried out by joint verification team comprising including AGENCY and CBDA/Third Party appointed at sole discretion of CBDA. Based on the re-verification report the AGENCY will rectify the variations in the claims and resubmit the same with all the proper and supporting documents for payments. The payment shall be released within 15 days after re-submission of the claims by AGENCY.

4.4 During verification by Owner's representative or Joint verification, if the work/activity is found to be incomplete or inadequate, the AGENCY would be asked to complete the said work within the time frame as decided by Owner's Representative. Subsequent joint verification for such activity by the representatives of both parties will be again carried out. The work/activity in question is found incomplete or inadequate, even after the second joint verification, CBDA reserve the right apply price reduction as and/or terminate the Contract.

5.0 PAYMENT AND RELATED TERMS AND CONDITIONS

5.1 Payment will be made to the AGENCY after completion of the respective milestones, quantitative and qualitative verification for each work. The AGENCY will give intimation to CBDA upon completion of the activity in appropriate reporting format. The verification will be done by Owner's Representative and payment shall be made within 30 days of submission of claims. Payment against each activity as mentioned under Payment Schedule will be made only when respective milestone is completed and verified for which claim has been made. If payment after 15 days of submission of bills could not be made due to incomplete verification or other reasons, payment of running bills will be made on provisional basis subject to appropriate adjustment after final verification in subsequent payments.

5.2 CBDA reserves the right to modify/change above verification method and payment terms and conditions.

5.3 CBDA representative will issue a certificate of completion of work, which is an integral part at the time of submission of bill to CBDA.

6.0 TIME OF COMPLETION

The work shall be carried out within the **stipulated period** as per time schedule attached in **Annexure-A of SCC**.

7.0 RATES

7.1 Rates of all materials required under the provision of this contract are inclusive of cost of transport, profit, interest, insurance, overhead and all other duties royalties, VAT etc. as may have to be incurred by the AGENCY for getting the respective materials at site.

7.2 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, work force, materials dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

7.3 All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the AGENCY shall be carried out by the CBDA at CBDA's own cost. The AGENCY shall fully cooperate for providing the samples free of cost well in time as per directions of CBDA.

8.0 REASONABILITY

- 8.1 Care must be taken while carrying out the job so that no damage or loss incur to the property of other villagers who have adjoining land, crop, livestock, infrastructure etc. Any damage done to the same or any other property will have to be compensated/repaired/replaced by the AGENCY, failing which the same will be got done at his risk and cost. The contractor/AGENCY shall not build permanent structure at the plantation and related location. These structures if made temporarily should be demolished after the completion of work related activities and land should be brought to original condition and no extra cost shall be paid for the same. The decision of CBDA in this regard shall be final and binding on the AGENCY.
- 8.2 All work shall be carried out with due regard to the convenience of the villagers. No extra cost shall be paid on this account.
- 8.3 It shall be entirely the AGENCY's responsibility to provide, operate and maintain all necessary equipments and complete all the jobs as per time schedules.
- 8.4 In case the AGENCY is not in a position to complete the job in stipulated time the CBDA shall be at liberty to have the work done at his cost, risk an expenses and recover the expenditure so incurred from his bills.

9.0 CARRYING OUT WORK

- 9.1 The AGENCY will have to complete the whole work as laid down in the Scope of Work (Annexure A of SCC) to its full completion and shall in no way be half done or incomplete. Any incomplete work will make the AGENCY liable for penalties to be levied on him as mentioned in Clause 8.0 of GCC
- 9.2 The AGENCY will work in close co-operation and co-ordination with other agencies involved in the work.
- 9.3 The AGENCY has to deploy and execute job during holidays and Sundays according to the time schedules and quantity of work.
- 9.4 All works shall be executed with skilful workmanship. No extra cost shall be paid on this account.
- 9.5 Number of dead plants/plants with stunted growth that are to be replaced with heaPThy saplings will be decided jointly by authorized representatives of the Bidder & CBDA.
- 9.6 All the input material to be used shall be got approved by CBDA before starting the work. The randomly drawn sample of the material shall be tested in an authorized lab to check for quality norms.
- 9.7 The AGENCY shall not disturb the harmony of the villages because of its conduct / behaviour. The AGENCY shall be fully responsible about the conduct of his employee and ensure that their behavior with the employees of CBDA, supervisors, officers, residents, is always good and cordial. If it is found that the conduct or skill of any person employed by the AGENCY is unsatisfactory, the AGENCY shall have to remove the person concerned and engage a new one. The decision of CBDA in regard shall be final and binding on AGENCY.
- 9.8 The AGENCY shall carry out required supervision as per Quality Assurance and Monitoring Plan and furnish all assistance required by the CBDA in carrying out inspection work. The

CBDA will have authorized representatives, who would have free access to the work at all times. If a CBDA's representative notifies the AGENCY's representative of any deficiency, the AGENCY shall make every effort to carry out such instructions consistent with best industry practice.

- 9.9 The AGENCY shall at his own expense provide all assistance including manpower, tools etc. which CBDA team may require for checking and verifying the works.
- 9.10 The AGENCY will familiarize itself with and obtain information and details about the land and its surrounding environment on its own cost.
- 9.11 CBDA reserves their right to execute any additional works / extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the AGENCY. In the event of such decisions taken by CBDA, AGENCY is required to extend necessary cooperation, and act as per the instructions of CBDA.
- 9.12 The AGENCY shall provide for purposes of inspection, monitoring and verification the required assistance as asked by CBDA at his own cost.
- 9.13 The AGENCY shall provide the details of proposed organization structure for carrying out the work mentioned in the contract.

10.0 STATUTORY OBLIGATIONS

- 10.1 All statutory obligations under various laws as may be applicable to the contract labour from time to time will have to be met by the AGENCY for which no extra payment shall be made to him at any time during the contractual period.
- 10.2 In case of labour unrest / dispute arising out of non-implementation of any law, the responsibility shall solely lie with the AGENCY and he shall remove/resolve the same satisfactorily at his cost and risk.

11.0 DISQUALIFICATION:

The following are not eligible:

- 11.1 Relationship clause for Individual including Partnerships- In a given "family unit " consisting of Father ,Mother and unmarried brothers, sisters, spouse , unmarried sons/daughters will be treated as single entity and are not eligible for multiple applications
- 11.2 Relationship clause for Non Individual entities like Companies Registered under Companies Act 1956, Organized bodies, Charitable Trusts registered with the Charity Commissioner of the respective State Government and Societies, Registered under Societies Registration Act 1860- Any of the Director or his family members (family as defined above), the entity itself or its holding company, are not eligible for multiple applications.

CHHATTISGARH BIOFUEL DEVELOPMENT AUTHORITY

SUMMARY OF BIDDER'S PRICE QUOTE

‘Creation of Robust Rural Network for collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

PT NO.		CBDA/2022/PT/003					
NIT DATE:		14.10.2022					
Closing Date:		03.11.2022					
Name & Contact Details of Bidder:							
Sl. No.	Description	Total Estimated Quantity Batch of each 05.0 MT (+/- 10%) or in multiple of 05.0 MT of Jatropha curcas seed as & when instructed by CBDA.	Maximum threshold Unit rate Per Ton in Rs. (ex-CBDA Plant, Raipur)	Discount over threshold Price	Effective Unit rate Per Ton after discount in - Column 5. (Col 4-5)	Unit rate per MT in Rs. (ex-CBDA Plant, Raipur basis) offered	Total Amount in Rupees figures & in words (ex-CBDA Plant, Raipur basis)
1	2	3	4	5	6	7	8
1	Quote for Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur in line with the Scope of Work in Section II below		22000/-				

NOTES:

1. The above estimated quantities for evaluation purpose only, however payment will be made as per actual supply of the *Jatropha curcas* seed (Ratanjot).
2. SOR rate shall include basic rate of material (taxes, if applicable, would be extra), creation of sub-hub at village level with minimum 05.0 MT seed storing capacity including labour, transport, watch & ward is part of the tender.
3. The total cost of material includes delivery of *Jatropha curcas* seed (Ratanjot) at CBDA Plant, VIP Road, Biofuel Complex, Raipur-492015, shall include all manpower, transportation costs, tools, tackles, loading & unloading at Point of transfer of ownership, etc.
- 4.0 Please refer to Scope of Work attached herewith as Section – II.
- 5.0 Seed moisture testing charges would be borne by CBDA.

Section II

cope of Work:

The scope of work under this contract shall include in general but not limited to the following:

1. **‘Creation of Robust Rural Network for collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’ as per specific quality criteria given below**

Tender Specification

1. *Specifications of Jatropha curcas seed*

Name:	Jatropha curcas Seed (Ratanjot)
Quantity:	Batch of each (+-10%) as and when instructed by CBDA. Appearance: Uniform Black
Moisture:	≤ 12%
Oil Content:	≥ 32%
Physical purity:	98% (seed should be free from foreign materials like weed, seeds of other crops, dust and small stones)
Acceptance Criteria:	To supply Jatropha curcas seed at CBDA Plant at VIP Road, Raipur as per the specifications, only after testing of samples of each lot for the specifications & clearance.

2. The cost of delivery of the specified Jatropha curcas seed (Ratanjot) at CBDA Plant at VIP Road, Biofuel Complex, Near Energy Education Park, Post: Deopuri, Raipur – 492015, shall include all manpower, transportation costs, tools and tackles, loading & unloading at the point of transfer of ownership.
3. SoW includes basic rate of material (taxes, if applicable, would be extra), creation of sub-hub at village level with minimum 02 MT seed storing capacity including labour, transport, watch & ward is part of the tender.
4. Payment methodology: Assuming that average quantity of Jatropha seed packed in one gunny bag would be approx. 35kg and gunny bag in itself weighs approx. 1 kg.

Total payment for Jatropha seed procured = [Quantity of Jatropha seed X Jatropha seed quoted rate]

5. Payment of the material will be made by the CBDA to the contractor on actual quantity on physical weighing in presence of both the representatives of CBDA & contractor at ex- Raipur basis. However, the deduction can be done on the following basis:
 - a. $\frac{\text{Rate of material (per Kg)} \times \text{Moisture \% (above 10\%)} \times 10\text{gm}}{1000\text{gm}}$

Example:

Rate of material (Rs/kg) = 10
Moisture 13% - 12% = 1% *suming*
1% moisture = 10gm) Deduction =
 $\frac{10}{1000} \times 1 \times 10 \text{ gm}$
= Paise 10 per Kg.

Note: Similar deduction methodology will be applicable for any deviation in oil content and physical purity from specifications mentioned herein above.

GENERAL SPECIFICATIONS FOR: ‘Creation of Robust Rural Network for collection, Storage & Supply of Jatropha curcas seed (Ratanjot) to CBDA Plant, Raipur’

1.0.0 GENERAL:

- 1.1.0 The Contractor shall get all materials approved by the Officer-in-Charge/ CBDA representative prior to raising of Invoice. The tests shall be conducted as detailed in the scope of work. A separate register shall be maintained indicating the details of tests conducted/reports from laboratories and tests conducted/ result at work site.
- 1.2.0 The Contractor shall keep a proper register at work site indicating the details of materials brought in at sub-hub/ Plant site. The register shall be submitted to Officer-in-charge/ CBDA representative. The Contractor shall also keep, readily available at site, a copy of all Delivery Challans and Invoices of materials and shall produce the same on demand by Officer-in-charge/ CBDA representative.
- 1.3.0 The Contractor shall maintain the supply of the material as per the requirement indented by Officer -in-charge/ CBDA representative for every batch of material.
- 1.4.0 The weight of one bag containing seed should not be more than 35 Kg.
- 1.5.0 Seed moisture testing should be done at CBDA (Chhattisgarh Biofuel Development Authority) facility and the same should be attached for clearance of payment.
- 1.6.0 The first batch must be supplied within 15(Fifteen) days from the date of award of work.

ANNEXURE-I

To,
The Chief Executive Officer
Chhattisgarh Biofuel Development Authority,
VIP Road, Biofuel Complex,
Raipur- 492015

Sub.: Acknowledge by return e-mail - receipt of this Letter of Invitation to Tender (LIT) and its accompanying documents, and confirmation to submit a Proposal.

Dear Sir/Madam,

I/We acknowledge by this return e-mail the receipt of this Letter of Invitation to Tender (LIT) and its accompanying documents, and confirmation to submit a Proposal. I / We agree to submit the attested hard copies of tender documents as per the Notice Inviting Tender along with our offer.

I/ We undertake and confirm that in case we do not submit this tender document with our offer or the documents are not found in order by CBDA / not acceptable to CBDA our tender shall be rejected by CBDA without any correspondence in this regard.

SIGNATURE AND SEAL OF TENDERER

Place:

Date:

DECLARATION BY THE TENDERER(S)

ANNEXURE- II

We _____ (Name of the Tenderer) hereby represent that we have gone through and understood the bid documents (including but not limited to), the Technical Requirements in Part _____ to Part _____ and that our bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting bid documents as part of our bid duly signed and stamped on each page in token of

our acceptance and shall form part of our bid. In the event of award of contract to us, all the parts shall be considered for constitution of Contract Agreement.

SIGNATURE AND SEAL OF TENDERER

Place:

Date:

Note: This declaration should be signed by the tenderer or tenderer's authorised representative who is signing the Bid.

ANNEXURE-III

DECLARATION BY THE TENDERER(S) REGARDING BLACKLISTING

We _____ (Name of the Tenderers) hereby declare that we have not been placed on any Holiday List/ Black List declared by M/s. Chhattisgarh Biofuel Development Authority or its Nodal Agency CREDA or its Administrative Department (presently the Department of Energy, GoCG), except as below:

1. _____
2. _____
3. _____

It is understood that, if this declaration is found to be false in any particular, M/s. Chhattisgarh Biofuel Development Authority or its Nodal Agency CREDA or its Administrative Department (presently the Department of Energy, GoCG) shall have all the rights to reject my/ our bid. If the bid has resulted in a contract, the contract will be liable to be terminated without any reimbursement for works performed/ executed.

SIGNATURE AND SEAL OF TENDERER

Place:

Date:

ANNEXURE-IV

FORMAT FOR GIVING CONSENT & BANK DETAILS FOR E-PAYMENT

Dear Sir,

With the reference to your letter, we hereby agree to accept the payment of our bills through direct credit to our below mentioned Bank Account through Internet Banking:

1.	Beneficiary's Name & Address with Pincode	
2.	Bank Name	
3.	Branch Name	
4.	Address of the Branch	
5.	STD Code & Phone No. of Branch	
6.	Branch Code	
7.	9 Digit MICR code of Branch as appearing on the cheque	
8.	Bank Account No.	
9.	Account Type (SB/CA/CC)	
10.	Branch IFSC Code	
11.	Email address of the Vendor	
12.	Mobile No. of the Vendor	

*Please attach a blank cancelled cheque or photocopy of a cheque issued by your bank relating to your above account for verifying the accuracy of the 9 Digit MICR Code.

I/ We hereby declare that the particulars given above are correct and complete.

(Signature of Authorized Person with seal)

Place:

Date:

Enclosure: As Above

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

Name of Work: ‘Creation of Robust Rural Network for Collection, Storage & Supply of Jatropha Curcas Seed (Ratanjot) to CBDA Plant, Raipur’

Tender No.: CBDA/2022/PT/003

I/ We hereby declare that:

A. We are committed to elimination of child labour in all its forms.

B. Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.

C. We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.

D. It is understood that if I/ We, either before award or during execution of Contract, commit a transgression through a violation of Article b/c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.

E. I/ We accept and undertake to respect and uphold the Owner’s absolute right to resort to and impose such exclusion.

(Signature of Authorized Person with seal)

Place:

Date:

ANNEXURE-VI

DECLARATION OF RELATIONSHIP WITH DIRECTORS OF CBDA

The tenderer should declare the following information in exhaustive details:

1. Whether proprietor is a Director or is related to any director of CBDA at present or retired within the past two years from the due date of submission of Bids.

YES/ NO

2. Whether any partner or member of the firm is a Director or is related to any Director of CBDA at present or retired within the past two years from the due date of submission of Bids.

YES/ NO

3. Whether any of the Directors of the CBDA is a director or is related to any director of CBDA at present or retired within the past two years from the due date of submission of Bids.
YES / NO

SIGNATURE AND SEAL OF TENDERER

Place:

Date: