

**(TENDER NO. ISPRL/VSP/PR-08/17-18/ELECT-AMC/ T9 dated 13.02.2018)**



## **SECTION II**

### **GENERAL CONDITIONS OF CONTRACT (G.C.C)**

#### **COVER PAGE**

#### **BIDDING DOCUMENT ON ANNUAL MAINTENANCE CONTRACT (AMC) FOR ELECTRICAL JOBS**

At

Indian Strategic Petroleum Reserves Limited  
Strategic Crude Oil Storage Facilities  
Lova gardens, Behind HSL fabrication Yard  
Post Box No.999, Gandhigram Post  
VISAKHAPATNAM-530005



## INDEX

**NAME OF WORK:** ANNUAL MAINTENANCE CONTRACT (AMC) FOR ELECTRICAL JOBS AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005.

**TENDER DOC NO.:** TENDER NO. ISPRL/VSP/PR-08/17-18/ELECT-AMC/ T9 dated 13.02.2018

### **SECTION – II : GENERAL CONDITIONS OF CONTRACT**

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**Name of the work** : ANNUAL MAINTENANCE CONTRACT (AMC) FOR ELECTRICAL MAINTENANCE JOBS AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), VISAKHAPATNAM – 530 005

**Name of the Agency** :

Tender Closing Date & Time : 06.03.2018 by 13:00 Hrs

Tender opening Date & Time : 06.03.2018 by 15:00 Hrs  
(Technical Bid)

Contract Period : 1 Years

EMD : Rs. 1,00,000/- (Rupees One Lakh Only)/-



## GENERAL CONDITIONS OF CONTRACT

### 1. PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the above mentioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Indian Strategic Petroleum Reserves Limited and the tenderer that in case the bid of tenderer is accepted by Indian Strategic Petroleum Reserves Limited and an intimation to that effect is so issued and also a Purchase Order is on the tenderer, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 **Interpretation of Contract Documents:** All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the same shall be brought out before submitting the Bid otherwise the decision of DGM –ISPRL shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Services described in any part of the tender documents or Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications or any documents forming part of the tender.
- 1.6 **Special Conditions of Contract :** The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, Scope of work, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts or volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the DGM -ISPRL and his decision shall be final and binding and the decision shall not be arbitrable. It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the ISPRL.

### 2. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

- 2.1 The term "**Agreement**" wherever appearing in this document shall be read as "Contract".
- 2.2 The "**Authority**" for the purpose of this Contract shall be the **CEO & MD, ISPRL** or any other person so appointed or authorized.
- 2.3 The "**CEO & MD** " shall mean the Chief Executive Officer & Managing Director of INDIAN STRATEGIC PETROLEUM RESERVES LIMITED or any person so appointed, nominated or designated and holding the office of Chief Executive Officer & Managing Director.
- 2.4 The "**Change Order**" means an order given in writing by the authorized official of ISPRL to effect additions to or deletion from or alterations into the Work.
- 2.5 The "**Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.



- 2.6 The "**Contract**" between the ISPRL and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the Purchase/Work/Service Order issued by the ISPRL and other documents connected with the issue of the Purchase/Work/Service Order and orders, instruction, drawings, change orders, directions issued by ISPRL for providing the services ,the execution, completion of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the ISPRL at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.
- 2.7 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by the ISPRL and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.8 The "**Documents**" shall include Bid documents submitted by the CONTRACTOR, maps, plans and tracings or prints thereof with any modifications approved in writing by ISPRL and such other drawings as may, from time to time, be furnished or approved in writing by ISPRL.
- 2.9 The "**SERVICES**" shall mean the entire scope of job includes Preventive, Predictive and Break-down of all electrical equipment and their testing and calibration as per the OEM recommendations for which arranging necessary tools, tackles, equipment, necessary preparations for repair/servicing and erecting of equipment as directed by Officer-in-charge.
- 2.10 "**ISPRL**" means the **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED** incorporated in India having its Registered office at **OIDB Bhawan, 3<sup>rd</sup> Floor Plot No.2, Sector – 73, NOIDA-20130, India** or their successors or assignees.
- 2.11 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the ISPRL by the Contractor on completion of the contract.
- 2.12 The "**DGM**" shall mean the Deputy General Manager of **INDIAN STRATEGIC PETROLEUM RESERVES LIMITED**, or any person so appointed, nominated or designated.
- 2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards.
- 2.15 The "**Sub-Contractor**" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of ISPRL and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.16 The "**Temporary Work**" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.17 The "**Tender**" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.18 The "**Work**" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

### 3. SUBMISSION OF TENDER

- 3.1 Before submitting the tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the installed equipment and machinery which is



presently installed at ISPRL location, so that they can understand on all matters and conditions as they may feel necessary for the execution of the works as intended by the ISPRLs and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the ISPRL and have been so ordered in writing by ISPRL, whose decision shall be final and binding.
- 3.4 Before filling the tender, the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the ISPRL on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer / Contractor and such a claim shall not be arbitrable.
- 3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.**
- 3.6 The quantities indicated in the tender are approximate. The approved schedule of rates of the contract will be applicable for variations up to plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.7 ISPRL reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.
- 3.8 The Rates quoted by the Tenderer shall include costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipment, labour, administration charges, price escalations, profits, etc.. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good practice and recognized principles in that regard.
- 3.9 Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting the tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed shall be liable for the forfeiture of the Earnest Money Deposit made with the tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.
- 3.10 In consideration for having a chance to be considered for entering into a contract with ISPRL, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from ISPRL.**



In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the ISPRL, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

- 3.11 The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid for one year or exhaust of value whichever is earlier and can be extendable for a period up to 12 more months on mutual agreement. The Tenderers shall particularly take note of this factor before submitting their tender(s).**
- 3.12 The works shall be carried out strictly as per approved specifications. Deviations, if any, shall have to be authorized by ISPRL in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the ISPRL. The decision of ISPRL shall be final in this matter.
- 3.13 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of ISPRL. All materials except those agreed to be supplied by the ISPRL shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, octroi, statutory levies, if any, etc.
- 3.14 The Contractor shall not carry on any work other than the work under this Contract within the ISPRL's premises without prior permission in writing from the ISPRL.
- 3.15 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep the ISPRL indemnified against all such losses and claims arising from the same.
- 3.16 At any time after acceptance of tender, the ISPRL reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of ISPRL, with reasons recorded therefor, shall be final and binding on both the ISPRL and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The ISPRL reserves the right to split the work under this contract between two or more contractors without assigning any reasons.
- 3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the ISPRL obtained in writing.
- 3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the tenderer before submission of tender.
- 3.19 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

**If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied:**

**(a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.**

**(b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.**

**(c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.**





- 3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 3.21 Transfer of tender document by one intending tenderer to another one is not permissible. The tenderer on whose name the tender has been sent only can quote.
- 3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the ISPRL in this regard is final and binding.

#### 4. DEPOSITS

##### a) EARNEST MONEY DEPOSIT (EMD)

The tenderer will be required to pay a sum as specified in the covering letter, as Earnest Money Deposit in the form of Demand Draft in favour of Indian Strategic Petroleum Reserves Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at Visakhapatnam.

The DD is required to be submitted in a separate envelop superscripting the cover “EMD for ANNUAL MAINTENANCE CONTRACT (AMC) ON ELECTRICAL JOBS at ISPRL, Lova Gardens, Visakhapatnam” and should be attached to the Tender Document. The tenders received without the EMD for an amount of Rs.1,00,000/- or an invalid form of DD, it will be summarily being rejected without any notice.

The earnest money deposit will be refunded after finalization of the contract.

##### b) SECURITY DEPOSIT:

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of Ten percent (10%) of the total contract value in the form of account payee crossed demand draft drawn in favor of the Owner, within 15 days from the date of intimation of acceptance of their tender; to the contact person, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

10% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft up to Rs.50,000/- and in the form of Demand draft / Bank guarantee beyond Rs.50,000/-.

##### c) RETENTION MONEY/PBG:

In place of SD, 10% of the total value of the Running Account and Final Bill be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expenses failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned by shall be final and binding on the contractor.

Thus, deduction towards retention money is applicable only in case of job/works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e., within 12 months from the date of completion of job) or lie undiscovered at the time of issue of completion certificate.

#### 5. DETAILS ON WORK

##### 5.a EXECUTION OF WORK

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the ISPRL, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the ISPRL. The completion



of work may entail working in monsoon also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses. For working on Sundays/Holidays, the contractor shall obtain the necessary permission from ISPRL in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of ISPRL and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the ISPRL on this account.

#### 5.b. COMMENCEMENT OF WORK

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the ISPRL informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated.

A Letter of Intent is an acceptance of offer by the ISPRL and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the Service order within 15 days of mailing of Service Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the ISPRL by forfeiting earnest money deposit/bid bond.

#### 5.c. SUBLETTING OF WORK

- 5.c.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the ISPRL.
- 5.c.2. At the commencement of every month, the Contractor shall furnish to the ISPRL list of all sub-contractors or other persons or firms engaged by the Contractor.
- 5.c.3. The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the ISPRL for approval well in advance so as not to impede the progress of work. Such approval of the ISPRL will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- 5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the ISPRL shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- 5.c.5. Prior approval in writing of the ISPRL shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub- letting of works".

#### 5.d. SUSPENSION OF WORKS

- 5.d.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the ISPRL for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the ISPRL nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.



5.d.2. In case of suspension of entire work, ordered in writing by ISPRL, for a period of 30 days, the ISPRL shall have the option to terminate the Contract as provided under the clause for Termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.

5.d.3. The contractor shall, in case of suspension, have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the ISPRL or through other contractor appointed by the ISPRL.

#### 5.e. ISPRL MAY DO PART OF WORK

Notwithstanding anything contained elsewhere in this contract, the ISPRL upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place additional labor force, tools, equipment and materials on such parts of the work, as the ISPRL may decide or engage another Contractor to carry out the balance of work. In such cases, the ISPRL shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the ISPRL within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

#### 5.f. INSPECTION OF WORKS

5.f.1. The ISPRL and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the ISPRL every facility and assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the ISPRL or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days' notice in writing to the ISPRL before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

5.f.2. No material shall be removed and dispatched by the Contractor from the site without the prior approval in writing of the ISPRL. The contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adapt as directed for inspection or measurements of the works by the ISPRL.

#### 5.g. DAMAGE TO PROPERTY

5.g.1. Contractor shall be responsible for making good to the satisfaction of the ISPRL any loss of and any damage to all structures and properties belonging to the ISPRL or being executed or procured by the ISPRL or of other agencies within the premises of the work of the ISPRL, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.

5.g.2. The Contractors shall indemnify and keep the ISPRL harmless of all claims for damage to ISPRL's property arising under or by reason of this contract.



## 6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

### 6.a. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR

- 6.a.1 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- 6.a.2. ISPRL has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify ISPRL against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub-contractor regarding non-payment of wages, salaries or other dues, ISPRL reserves the right to make payments directly to such employees or subcontractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub-contractor.
- 6.a.3. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the ISPRL but by the Contractor and that their present appointment is only in connection with the **Annual Maintenance Contract (AMC)** with ISPRL and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the ISPRL either temporarily or/and permanent basis.

### 6.b. NOTICE TO LOCAL BODIES

The contractor shall comply with and give all notices required under any government authority, instruction, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works.

### 6.c. FIRST AID AND INDUSTRIAL INJURIES

- 6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.
- 6.c.2 Contractor shall make arrangements for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to ISPRL prior to start of contract and their name board shall be prominently displayed in Contractor's field office.
- 6.c.3 All industrial injuries shall be reported promptly to ISPRL and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the ISPRL.

### 6.d. SAFETY CODE

- 6.d.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the ISPRL in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the ISPRL shall be entitled to do so and recover the cost thereof from the Contractor.
- 6.d.2. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and Engineer-in-Charge's instructions.



- 6.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D., Bureau of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and such other Acts as applicable.
- 6.d.4. The Contractor shall observe and abide by all fire and safety regulations of the ISPRL. Before starting the work, the Contractor shall consult with ISPRL's Safety Engineer or ISPRL and must make good to the satisfaction of the ISPRL any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the ISPRL's existing property.
- 6.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- 6.d.6. The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.
- 6.d.7. ISPRL shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfillment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor's labour Regulation.

#### 6.e. INSURANCE AND LABOUR

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalized Insurance Company to the satisfaction of the ISPRL as provided hereunder.

##### 6.e.1. EMPLOYEES STATE INSURANCE ACT

- i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold ISPRL harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the ISPRL arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.
- ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time. The Contractor shall deduct and secure the agreement of the subcontractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.
- ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.



iv. The ISPRL shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

v. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

vi. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out an Insurance to cover all risks to ISPRL for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. ISPRL shall not be liable for any damage or loss not made good by the Insurance Company, should such damage or loss result from unauthorized use of the vehicle, the provisions of the Motor Vehicle Act would apply.

vii. FIRE INSURANCE

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

6.e.2. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY ISPRL

i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the ISPRL.

ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the ISPRL has agreed to their cancellation.

iii. The Contractor shall satisfy to the ISPRL from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the ISPRL resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

6.e.3. LABOUR AND LABOUR LAWS

i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the ISPRL.

ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the ISPRL indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.

iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labor (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub-contractor and get himself registered under the



Act. He shall produce the required Certificates to the ISPRL before commencement of the work. The ISPRL recognizes only the Contractor and not his sub-contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the ISPRL, whenever desired. A deposit may be taken by the ISPRL from the Contractor to be refunded only after the ISPRL is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in ISPRL's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.

v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

vi. IMPLEMENTATION OF APPRENTICES ACT, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the ISPRL may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

vii. MODEL RULES FOR LABOUR WELFARE

ISPRL shall provide the space for constructing Contractors Office, Labor Welfare facilities outside the Compound wall. Water and Power for the amenities will be provided free of cost. The Contractor shall at his own expenses comply with or cause be complied with Model Rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the ISPRL shall be entitled to do so and recover the cost thereof from the contractor.

## 7. PAYMENT OF CONTRACTOR'S BILLS

7.1. **Payments will be made against Running Accounts bills certified by the ISPRL within 30 days from the date of receipt of the bill.**

7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the ISPRL in quadruplicate for certification.

The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual / theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in- Charge of the ISPRL.

7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the ISPRL under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.

7.4. The final bill shall be submitted by the Contractor within one year of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly ISPRL may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.

7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the ISPRL.





7.6 **Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. ISPRL reserves the right to make payment in any alternate mode also.**

7.a. **MEASUREMENT OF WORKS**

7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the ISPRL and the Contractor or their authorized agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorized representative and signed in token of acceptance by the ISPRL or their authorized representative.

7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site in- Charge. If, however, they are absent for any reasons whatsoever, the measurement will be taken by the ISPRL or his representative and the same would be deemed to be correct and binding on the Contractor.

7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the ISPRL and the Contractor.

7.b. **BILLING OF WORKS EXECUTED**

The Contractor will submit a bill in approved proforma in quadruplicate to the ISPRL of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The ISPRL shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the ISPRL for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in- Charge shall verify the bills within 7 days of submission of the Bill by the Contractor. The necessary supporting Test certificates/calibration certificates /inspection reports are to be enclosed along with the bill.

7.c. **RETENTION MONEY**

Refer clause no. 4.c give above

7.d. **STATUTORY LEVIES**

7.d.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to ISPRL's account, so long as:

☐ They relate to the period after the opening of the price bid, but before the contracted completion period ( excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and

☐ The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

All contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State Governmental authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend,





indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the ISPRL arising under, growing out of, or by reasons of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof. The Contractor further agrees that in case any such demand is raised against the ISPRL, and ISPRL has no way but to pay and pays/makes payment of the same, the ISPRL shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the ISPRL issued in that behalf.

7.d.2. The rates quoted should be inclusive of all rates, cess, taxes and sales tax on works contracts wherever applicable. However, wherever the sales tax on works contract is applicable and is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of sales tax on works contract will be furnished to the contractor.

7.d.3. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

7.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

**7.d.5 The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.**

#### 7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

- 7.e.1. The Contractor shall procure and provide the whole of the materials required as per the scope of the work specified.
- 7.e.2. The ISPRL may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.
- 7.e.3. All materials procured should meet the specifications given in the tender document. ISPRL may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of ISPRL for any materials to be used for the works.
- 7.e.4. If required, manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the ISPRL any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

#### 7.f. MATERIALS TO BE SUPPLIED BY THE ISPRL

7.f.1. The necessary spares required for carrying the job will be arranged by ISPRL. However, the requirement before start of the job to be informed to ISPRL based on the expected lead time of those spares. The payment will be strictly after completion of the job. Any claim on a/c of non availability of spares at ISPRL shall not be entitled.

#### 8. PAYMENT OF CLAIMS AND DAMAGES

8.1. Should the ISPRL have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the ISPRL shall be charged to and paid by the Contractor and the Contractor shall not be entitled to



dispute or question the right of the ISPRL to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

- 8.2. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the ISPRL is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the ISPRL will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of ISPRL under the said Act. ISPRL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The ISPRL shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the ISPRL full security for all costs for which the ISPRL might become liable in consequence of contesting such claim.

**8.a. ACTION AND COMPENSATION IN CASE OF BAD WORK**

If it shall appear to the ISPRL that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from ISPRL or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the ISPRL. On expiry of 15 days period mentioned above, the ISPRL may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer-in-Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.

**8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS**

This contract is subject to inspection by various Government agencies of Government of India. The contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary.

Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the contractors running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not rise any dispute on any such account and the same shall not be arbitrable.

**9. CONTRACTOR TO INDEMNIFY THE ISPRL**

The Contractor shall indemnify the ISPRL and every member, officer and employee of the ISPRL, also the ISPRL and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the ISPRL for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract.

The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-contractor and Contractor shall indemnify and keep indemnified the ISPRL against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**10. TERMINATION OF CONTRACT**



- 10.1 The ISPRL may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.
- 10.2 The ISPRL inter alia may terminate the Contract for any or all of the following reasons that the contractor
- a) has abandoned the work/Contract.
  - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
  - c) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
  - d) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
  - e) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the ISPRL.
  - f) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
  - g) has become untraceable.
  - h) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the ISPRL.
  - i) has been declared insolvent/bankrupt.
  - j) in the event of sudden death of the Contractor.
- 10.3 The ISPRL on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 10.4 In case of Termination of the contract, ISPRL shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, ISPRL shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100 % of the total contract value.
- 10.5 The contractor within or at the time fixed by the ISPRL shall depute his authorized representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the ISPRL shall take the measurement with their ISPRL or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.
- 10.6 When the contract is terminated by the ISPRL for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.
11. **FORCE MAJEURE**
- 11.1. Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes.



The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the ISPRL in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. Once decision of the ISPRL arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the ISPRL to enable the Contractor to complete the job within such extended period of time.

- 11.2. If Contractor is prevented or delayed from the performing any of its obligations under this Agreement by Force Majeure, then Contractor shall notify ISPRL the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the events.

## 12. ARBITRATION

- 12.1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- 12.2 **The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Indian Strategic Petroleum Reserves Limited (referred to as ISPRL or ISPRL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the ISPRL, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.**
- 12.3 **In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.**
- 12.4 **Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.**
- 12.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 12.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 12.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 12.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. **The lump sum fees of the Arbitrator shall be ` 40,000/- per case for Services/transportation contracts and 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall**



**be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.**

- 12.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 12.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "location given in tender header" (say Noida) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Noida) and conducted in English language.
- 12.11 The Appointing Authority is the CEO & MD of Indian Strategic Petroleum Reserves Limited.

### 13. GENERAL

- 13.1. Materials required for the works whether brought by the contractor or supplied by the ISPRL shall be stored by the contractor only at places approved by ISPRL. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 13.2. ISPRL and/or ISPRL connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.
- 13.3. In case of any class of work for which there is no such specification supplied by the ISPRL as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in- Charge.
- 13.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
- 13.5 The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the contractors at his own expense.
- 13.6 If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the Government. The ISPRL's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.

### 14. INTEGRITY PACT

Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is ` 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

### 15. GRIEVANCES

Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period.