INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

(A wholly-owned subsidiary of OIDB),
Ministry of Petroleum & Natural Gas
Mangalore Special Economic Zone, Chandrahas Nagar,
Kalavar Post, Mangalore-574142

TENDER NO: ISPRL/MNG/NS-060A/2026-27/01 dated 06.11.2026

BIDDING DOCUMENT FOR PROVIDING MANPOWER AND INFRASTRUCTURE SUPPORT ALONG WITH CONSUMABLES FOR RETRIEVAL, INSTALLATION AND COMMISSIONING OF SEEPAGE WATER PUMP AT ISPRL MANGALORE SITE.

NAME OF WORK

PROVIDING MANPOWER AND INFRASTRUCTURE SUPPORT ALONG WITH CONSUMABLES FOR RETRIEVAL, INSTALLATION AND COMMISSIONING OF SEEPAGE WATER PUMP AT INDIAN STRATEGIC PETROLEUM RESERVES LIMITED (ISPRL), MANGALORE, KARNATAKA-574142

INDEX

Sl. No.	Description	Page No.
1	Cover Page	01
2	Index	02
3	Notice Inviting Tender, PQC, Rejection Criteria, Bid Evaluation Criteria (BEC) etc.	03-09
4	Instructions to Bidders (ITB)	10-14
5	E-tendering methodology	15-17
6	General Terms & Conditions of Contract (GCC)	18-53
8	Technical Specification/Scope of Work	54-58
9	Payment terms, General Terms & Conditions for GST & Proforma Schedule of Rates(SOR)	59-62
10	Bank Guarantee (Annexure-2)	63-65

NOTICE INVITING TENDER

Tender No	**ISPRL/MNG/NS-060A/2026-27/01 Dated 06.11.2026**
Brief Description of the requirement	PROVIDING MANPOWER AND INFRASTRUCTURE SUPPORT ALONG WITH CONSUMABLES FOR RETRIEVAL, INSTALLATION AND COMMISSIONING OF SEEPAGE WATER PUMP AT ISPRL MANGALORE SITE
Bid Type	**Two Bid**
Mode	**Online through www.isprl.ewizard.in**
Pre-Bid Conference	16.11.2026, 11.00 hrs (IST). The bidders may attend the meeting in person at HO/ Mangalore Site of ISPRL and through on-line mode. All bidders are requested to send their queries in advance in xl format and share their e-mail address so that link can be shared with interested bidders.
Tender Document Submission date	26.11.2026@ 15.00 Hrs. (IST)
Date / Time of Technical Bid Opening	26.11.2026 @ 15.30 Hrs. (IST)
Offer Validity	180 days from Tender Document Submission date
Contract Period	The work duration will be approximately 14 days.
EMD	₹ 1,28,962/- (BG is also acceptable)
SD	**Kindly refer Tender Document**
Price Reduction Clause	½% subject to a maximum of 5 % of value of the total Contract value for every week or part thereof the delay beyond the Contract Completion date.
DD shall be drawn in favour of "ISPRL Noida,"	
For Queries contact	Navendu/ procleader-ho@isprlindia.com /+91-0120-2594639/+91-9449972571
Bidders are informed to check tender link on ISPRL website https://www.isprlindia.com/tenders.asp replies to queries raised during pre-bid meeting, any clarifications, corrigendum, addendum etc.	
Address to submit the EMD etc	**Chief Manager (Materials)** **Indian Strategic Petroleum Reserves Limited** **OIDB Bhawan, 3rd Floor, Plot No. 2, Sector – 73** **Noida – 201301, Uttar Pradesh, India** **Email: procleader-ho@isprlindia.com** Tel: +91-120-2594639 Mob: + 91-9449972571 (Please mention tender number on the envelop)

1.0 ISPRL DETAILS

Indian Strategic Petroleum Reserves Limited (ISPRL) is a Special Purpose Vehicle created by Government of India for building and operating the Strategic Petroleum Reserves of India. ISPRL is a wholly owned subsidiary of Oil Industry Development Board (OIDB), under Ministry of Petroleum and Natural Gas. Under Phase – I of the Strategic Petroleum Reserves, ISPRL has constructed unlined Underground Rock Caverns along with associated facilities for storage of 5.33 MMT of crude oil at three locations viz. Visakhapatnam (1.33 MMT), Mangalore (1.50 MMT) and Padur (2.50 MMT).

2.0 BRIEF SCOPE OF WORK

ISPRL intends to line up manpower and infrastructure support along with consumables for the Retrieval, Installation and commissioning of seepage water pump at ISPRL Mangalore site, Special Economic Zone, Chandrahas Nagar, Kalavar Post, Mangalore.
For detailed scope of work, the bidder may refer to scope of work described in general conditions of contract.

1. PRE-QUALIFICATION CRITERIA (PQC)

A) PREQUALIFICATION CRITERIA- TECHNICAL

1) The Bidder should have experience of having successfully carried out and completed *Similar work* at any Refinery or Petrochemicals or Fertilizer or Chemical or Power plants or Oil & Gas Processing Plants or Oil & Gas Terminals, during the last 7 years ending last day of the month previous to the one in which tenders are invited and experience should be any one of the following:

Sl. No.	For Non-MSE		For MSE	
	Description	Amount	Description	Amount
1	One similar completed work order, costing not less than	₹51,58,496 (Rupees Fifty-One Lakh Fifty Eight Thousand Four Hundred and Ninety Six Only)	One similar completed work order, costing not less than	₹43,84,722 (Rupees Forty Three Lakh Eighty Four Thousand Seven Hundred and Twenty Two Only)
2	Two similar completed work order, each costing not less than	₹32,24,060 (Rupees Thirty Two Lakh Twenty Four Thousand and Sixty Only)	Two similar completed work order, each costing not less than	₹27,40,451 (Rupees Twenty Seven Lakh Forty Thousand Four Hundred and Fifty-One Only)
3	Three similar completed work order, each costing not less than	₹25,79,248 (Rupees Twenty Five Lakh Seventy Nine Thousand Two Hundred and Forty Eight Only)	Three similar completed work order, each costing not less than	₹21,92,361 (Rupees Twenty One Lakh Ninety Two Thousand Three Hundred and Sixty One Only)

Similar work means execution of mechanical maintenance works related to heavy equipment lifting or equipment installation (involving rigging work). Similar job carried out as part of a mechanical ARC will also be acceptable, subject to qualification in other PQ criteria.

OR

The bidder should have successfully executed removal and installation of at least one submersible pump having flow rate of at least 100m3/hr installed at a depth of more than 50 meters.

B) PREQUALIFICATION CRITERIA- FINANCIAL

I. The average Annual Financial Turnover during the last three years, ending 31st March of the relevant financial year, should not be less than **₹19,34,436/- (Rupees Nineteen Lakh Thirty-Four Thousand Four Hundred and Thirty-Six Only)**. This should cover the periods FY 2023-24, FY 2024-25, and FY 2025-26.

II. Note: MSE: Qualified Micro and Small-Scale Enterprises (MSEs) will be given relaxation up to 15% on financial turnover i.e. (Rs. 19,34,436 - 15%) **₹16,44,271/- (Rupees Sixteen Lakh Forty-Four Thousand Two Hundred and Seventy-One Only)** is acceptable.

III. **NET WORTH:** Net worth of the bidder as per the immediate preceding year's Audited Financial Statements shall be positive.

C) Documentation in support of meeting Bidder's Qualification Criteria:

- Bidder shall submit all necessary documentary evidence such as copies of purchase order(s)/work order(s)/contract agreement(s) along with contract completion certificate clearly indicating scope of work and value of the contract, etc., in the first instance itself in support of their fulfilling Bidder's Qualification Criteria. ISPRL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
- All supporting documents furnished by the bidder in support of meeting the technical criteria of PQC shall be duly notarized by Notary public.
- With regards to financial documents, the bidder is required to submit financial statement of three years which are duly certified by the statutory auditor.
- In case audited annual financial statements including balance sheets and profit and loss account for the immediately preceding financial year is not available for bid closing date, the Bidder has an option to submit the same for the three previous years immediately prior to the last financial year.
- Submission of authentic documents is the prime responsibility of the bidder. Wherever ISPRL has concern or apprehension regarding the authenticity/correctness of any document, ISPRL reserves the right of obtaining the documents, cross verifying from the document issuing authority.
- The bidder shall furnish along with his bid, documentary evidence to substantiate his claim for meeting the qualification requirement as specified at Para A above.

This documentation shall include but not be limited to the following details pertaining to projects completed by bidder for qualification:

a) Type of contract
b) Contract Agreement/ relevant pages of contract
c) Completion certificates
d) Letter from Clients

- In the event of bidder's failure to meet the above, ISPRL reserves the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- Bidder has to quote for all items given in SOR as per price bid, this confirmed in the SOR format provided below. (Only Sample for the purpose of undertaking SOR format **– No price to be mentioned in the below format.**

Sl. No.	Description	Quantity	UOM	Write Quoted OR Not Quoted
1	Lump sum jobs on seepage water pumps including all consumables and scaffolding materials.	1	Lump Sum	
2	Hiring of 180 MT Crane on 8 hrs. basis including operator.	14	Days	
3	Hiring of Hydra of capacity 14MT on 8 hrs. basis including operator.	14	Days	
4	Hiring of commercial Pick-up vehicle on 8 hrs. basis including driver.	14	Days	
5	Charges for 180 MT crane on over time duty including operator.	64	Hour	
6	Charges for Hydra of capacity 14MT on over time duty including operator.	64	Hour	
7	Charges for commercial Pick-up vehicle on over time duty including driver.	64	Hour	
8	Charges, Highly- Skilled worker, Normal duty 8 Hrs.	14	Man Day	
9	Charges, Skilled worker, Normal duty 8 Hrs.	56	Man Day	
10	Charges ,Semi-Skilled worker, Normal duty 8 Hrs.	84	Man Day	
11	Charges ,Un-Skilled worker, Normal duty 8 Hrs.	56	Man Day	
12	Charges, Highly-Skilled worker, Over time duty.	64	Man Hour	

13	Charges, Skilled worker, Over time duty.	232	Man Hour	
14	Charges, Semi-Skilled worker, Over time duty.	344	Man Hour	
15	Charges, Un-Skilled worker, Over time duty.	232	Man Hour	

D) Other Criteria:

i) The bidder should not be under a black list/holiday list of any state/central govt. department or undertaking (including PSUs). Bidder shall give a declaration in their respective letter head stating that they are not under any holiday list/black list.

ii) The bidder should submit the full set of the tender, duly signed & sealed on each page indicating acceptance of the bid.

iii) The copies of following documents shall be attached with technical bid:
   i) GSTIN Details
   ii) Bank Details
   iii) LUT Certificate/ If not available, the bidder shall give a declaration in their respective letter head stating that they will provide the LUT Certificate at the time of order placement/start of service against the tender.

E) REJECTION CRITERIA:

1. Bids received after the due date and time of bid submission shall be summarily rejected.
2. Bids without EMD: Bids received without/ with insufficient EMD (in original with the Technical Bid), before the bid, closing date & time shall be summarily rejected. However, Govt.Dept./PSUs/ firms registered with NSIC/MSE (Micro & Small Enterprise), vendors registered with District Industries Center (DIC), Startups are exempted from submission of EMD. Such bidders shall submit relevant documentary proof towards exemption, along with technical bid of the tender.
3. Offer sent without having the prescribed bidding document of ISPRL, non-adherence to technical /commercial terms & conditions, Unpriced bid and Price bid not in the prescribed format, incomplete, Bids and bids with deviations to the tendered scope of work shall be liable for rejection.
4. Non-compliance to any of PQC will be liable for rejection.
5. If technical bid & price bid are submitted together.
6. Bids found to have been submitted with falsified/incorrect information.
7. If Bidder is in the Holiday/Blacklist of any CPSU/ State PSU/Central or State Government Undertaking. Bidder shall give a self-declaration to this effect.
8. Consortium/Joint bids shall not be accepted.
9. Bidder to quote for all items enlisted in the SOR, otherwise bid shall be rejected.
10. Offers not meeting statutory requirement are liable for rejection.

F) BID EVALUATION CRITERIA (BEC):

1) The bidder should accept in Toto the Technical specification and Scope of work given in the Tender with no deviations as per clauses of the tender document.
2) Submission of supporting documents as mentioned in PQC.
3) Techno commercially acceptable bids will be evaluated on overall L-1 basis i.e. lowest landed cost to ISPRL.
4) In case of a tie in overall L1, then the bidder with higher turnover (last 3 years

Annual turnover total as per PQC) will be considered as lowest ranking tenderer.

2. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

I. Bids must be accompanied with an amount of **₹ 1,28,962/- (Rupees One Lakh Twenty Eight Thousand Nine Hundred Sixty Two only)** towards the Earnest Money Deposit /Bid Security. Bids not accompanied with the requisite Earnest Money Deposit/ Bid Security shall be considered as non-responsive and such bids shall be summarily rejected.

II. The EMD/ Bid Security shall be paid to Indian Strategic Petroleum Reserves Limited, Noida, online through e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

III. There will be no waiver of EMD for Public Sector Undertakings of Central / State Government Undertakings or any other bidder. However, Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD subject to submission of valid certificate of MSE.

IV. EMD/ Bid securities of unsuccessful bidders will be returned within 45 days upon placement of order. However, in case ISPRL decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.

V. For Successful bidders the EMD /Bid security shall be returned once the Security deposit is submitted.

3. MOBILIZATION PERIOD

Service provider shall mobilize the manpower and tools & tackles and crane, Hydra and pickup vehicle within 14 days from the date of intimation by ISPRL Mangalore.

4. SUBMISSION OF BID & VALIDITY

I. Bids are required to be submitted only through e-Procurement Portal at https://isprl.ewizard.in on or before the Bid submission date and time. Bidders are required to enroll on the e-Procurement portal (URL: https://isprl.ewizard.in/). It may also be noted that the price details are required to be filled & submitted only on the Schedule of Price format downloaded from above e-Tendering website.

II. Bidders in their own interest are requested to enroll on e-Procurement portal and upload/submit their bid well in time. In the event of failure in bidder's connectivity with the Portal during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained

III. Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering.

IV. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from e-Wizard Helpdesk, whose contact information is provided in the e-Tendering Methodology. Refer e-Tendering Methodology in Page No: 20.

5. GENERAL

I. The complete Bidding Document is available on e-Procurement Portal (website: https://isprl.ewizard.in). Corrigendum/Addendum/ Amendment, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document has not been altered or modified.

II. Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC/PQC of the tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the Bidding Documents to meet BQC

III. Bids not received by the due date and time shall be rejected and representative of such bidders shall not be allowed to attend the bid opening.

IV. ISPRL shall not be responsible for any expense incurred by bidders in connection with the preparation & uploading of their bids, site visit and other expenses incurred during bidding process.

V. ISPRL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance etc.

VI. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will be debarred from bidding in future.

VII. Various links such as "Help for Contractor", "Information about DSC", "FAQ", "and Resources required", "Bidders Manual Kit" etc. are available on home page of https://isprl.ewizard.in facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for e-tendering and other related document available against various help links so as to ensure that bids are uploaded in e-tendering website well before the closing date and time of bid submission

VIII. Request for extension in due date of submission of bids due to non-registration or delayed registration in e-procurement portal shall not be entertained

IX. Bidders may view the Bid opening through e-Procurement Portal i.e. https://isprl.ewizard.in.

X. Consortium/Joint bids/ multiple bids / alternative bids shall not be accepted

XI. ISPRL reserves the right to reject any or all the Bids and to annul the Bidding process at its discretion without assigning any reason whatsoever at any time prior to award of contract, without thereby incurring any liability towards the Bidder.

XII. For detailed specifications, terms & conditions and other details, refer Bidding Document

XIII. Contact person:

Head Site (Additional Charge)
Indian Strategic Petroleum Reserves Ltd
MSEZ, P.O Kalavar, Chandrahasnagar,
Mangalore – 574142
E-mail: dy-headsite@isprlindia.com, sm.manglore@isprlindia.com

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

ISPRL intend to line up manpower and infrastructure support along with consumables for the Retrieval, Installation and commissioning of seepage water pump at ISPRL Mangalore site. For detailed scope of work, the bidder may refer to scope of work/Services.

2.0 COST OF BIDDING

All direct and in direct costs associated with the preparation and submission of bid (including clarification meetings and site visit) shall be to Bidder's account and ISPRL will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.

3.0 SITE VISIT

I. Bidder is strongly advised to visit and examine the site, its surroundings and familiarize himself of the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

II. The Bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect here of and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

III. Bidder may contact Deputy Head Site ISPRL Mangalore for the purpose of necessary site visit and forward their request in advance to dy-headsite@isprlindia.com.

4.0 CLARIFICATIONS IN BIDDING DOCUMENT

I. Although all the details presented in this Bidding Document have been compiled with reasonable care, however, the Bidder is expected to examine the Bidding Document, including all instructions in the Bidding Document and ensure that the information provided is clearly understood.

II. Bidding documents once issued are non-transferable in any other name.

- A Pre-Bid Meeting will be conducted at ISPRL Mangalore office to clarify queries of bidder regarding the bid/ online uploading of bid, if any. Bidders can forward their request for participation in Pre-bid meeting at e-mail: dy-headsite@isprlindia.com, for dates refer Notice inviting bid.

5.0 AMENDMENT OF BIDDING DOCUMENT

I. At any time prior to the deadline for submission of bids as well as up to priced bid opening, the OWNER may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding Documents

II. Any addendum issued shall be part of the Bidding Documents and shall be uploaded on e-Procurement website https://isprl.ewizard.in.

III. Bidders shall examine the Bidding Documents thoroughly and inform ISPRL of any apparent conflict, discrepancy or error, so that ISPRL may issue appropriate clarification(s) or amendment(s), if required

6.0 CONFIDENTIALITY OF BIDDING DOCUMENT

I. Bidder shall treat the bidding documents and contents there in as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to ISPRL.

II. The Bidding Document is and shall remain the exclusive property of ISPRL without any Bidders right to Bidder to use them for any purpose except for the purpose of Bidding.

7.0 LANGUAGE OF BID

The Bid and all correspondence concerning the Bid shall be in English Language. For supporting documents and printed literature submitted in any other language, an equivalent English translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder. In case of any conflict, for the purpose of interpretation of the Bid, the English translation shall govern.

8.0 COMPLIANCE TO BID REQUIREMENT

Owner expects Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid.

9.0 PREPARATION/SUBMISSION OF e-BIDS

I. The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

II. Electronic Bids **(e-bid)** in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in **e-tendering portal** in accordance with the instructions and terms & conditions enclosed with the Bidding Document

III. PART-1: Techno-commercial/ Un-priced Bid: Techno-commercial/Un-priced Bid will contain the following documents

- MSE certificate (if applicable)
- Pre- Qualification Criteria (Technical , Financial & Other criteria)

(Note: The above shall be loaded in "PREQUAL/TECHNICAL" folder in e-tendering portal)

IV. In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Un-priced Bid.

V. **PART – 2** (Priced Bid) shall consist of the following:

- Priced Bid shall consist of Schedule of Prices/ Schedule of Rates with prices filled in e-tendering portal, without making any changes in the format/names of the file/worksheet.
- Deviations to terms and conditions, presumptions, overwriting etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s.).

(Note: Part-2 shall be uploaded in "FINANCE" folder in e-tendering portal)

10.0 BID PRICES

I. Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity which could be reasonably implied/ inferred from the contents of the Bidding Document then the prices quoted shall deemed to be inclusive of cost incurred for such activity.

II. The prices shall be based on conditions specified in General Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications and other contents of Bidding Document

III. Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account.

IV. Alternative bids will not be considered.

11.0 BID VALIDITY

I. Bid shall remain valid for a minimum period of 180 days from due date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or vary the Bid given or any term thereof without written consent of ISPRL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of ISPRL, the EMD of the bidder shall be forfeited and the bid shall be rejected.

II. Such Bidder also may be put on Holiday/Negative List. ISPRL may seek extension of the validity period of bid. If the Bidder agrees to the extension request, the validity shall be suitably extended. Bidders may refuse the request of extension of bid validity without forfeiting his EMD. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

12.0 MULTIPLE/ALTERNATIVE BID

A bidder shall on no account submit more than one bid either directly or indirectly. Only bidders who have acquired Bidding Documents (including documents downloaded from ISPRL's/e-procurement website) from ISPRL e-procurement website are eligible to submit bids. Bids submitted by any other person will be liable to be rejected

13.0 FORMAT AND SIGNING OF BID

The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorized to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

14.0 DATE, TIME & PLACE OF SUBMISSION

I. Bidders shall submit their bids electronically in the e-tendering portal, within the date and time.

II. Bid Security in accordance with NIB & ITB, in original, must be received by ISPRL at the address no later than the date, time and submission of bids.

III. ISPRL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB, in which case all rights and obligations of ISPRL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

I. The bidder may modify, resubmit or withdraw its e-bid after bid submission, but, before the due date and time of submission of the bid following the electronic bid submission procedures.

II. No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

16.0 OPENING OF PRICE BID

I. ISPRL shall verify the availability of requisite BID SECURITY uploaded online, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB/NIB, prior to due date and time for submission of Bids

II. ISPRL shall open Part-I of bids received in the e-tendering portal. The order of part wise opening of bids shall be as follows

III. On scheduled date and time of UNPRICED BID OPENING,

- Bid Security & other documents submitted in e-tender shall be opened first and verified that whether Bid Security has been furnished as per bid requirement
- Upon meeting the requirement of Bid Security as per NIB & ITB, opening of documents of Part-I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.
- If a bidder has not complied with Bid Security requirement as per a) above, such bidder's offer (Part-I) shall not be processed for further opening and such bids shall be rejected out rightly.
- Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by ISPRL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

17.0 EVALUATION OF PRICE BIDS

I. Bidder must meet the qualification requirements as specified in PQC.

II. ISPRL reserves the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose

III. The rates quoted by the Bidder shall be checked for arithmetic correction, if any.

IV. Conditional discount, if offered, shall not be considered for evaluation.

V. Any uncalled-for lump-sum/percentage or adhoc reduction/increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.

18.0 UNSOLICITED POST TENDER MODIFICATION

Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical /commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by Owner.

19.0 CONTACTING ISPRL

Bidders are advised not to contact ISPRL on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by a Bidder to influence ISPRL in any of the decision in respect of Bid evaluations or award of CONTRACT will result in the rejection of Bid.

20.0 ISPRL'S RIGHT TO ACCEPT OR REJECT ANY BID

ISPRL reserves the right to accept or reject any Bid and to annul the Bidding process and

reject all Bids at any time prior to award of contract, without there by incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for ISPRL action.

21.0 NOTIFICATION OF AWARD

The Bidder, whose bid is accepted by ISPRL, shall be issued Letter of Acceptance (LOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA.

22.0 CONTRACT AGREEMENT

The Contract document shall consist of the following:

I. Original Bidding Document including any amendments issued.
II. Detailed Letter of Acceptance.

E-TENDERING METHODOLOGY

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal (URL: https://isprl.ewizard.in) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement portal.

More detailed information useful for submitting online bids on the e-Procurement Portal may be obtained at: https://isprl.ewizard.in

REGISTRATION

I. Bidders are required to enroll on the e-Procurement Portal (URL: https://isprl.ewizard.in) by clicking on the link "Register" on the e-Procurement Portal by paying online Registration charges.
II. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
III. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n-Code / e-Mudhra etc.), with their profile.
IV. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
V. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

I. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the e-Procurement Portal.
II. Once the bidders have selected the tenders they are interested in, the same can be moved to the respective 'My Tenders' folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
III. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR /

DWF formats. Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded in their Bidding Document.

IV. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

I. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

III. A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

IV. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

V. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

VI. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

VII. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

VIII. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on e-Procurement Portal.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to e-Procurement Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060.

GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

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 (digitally) 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 Procurement 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 here be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being sho'IM1 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.

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, 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 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 Owner/Engineer- in-Charge/Site-in-Charge and their 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 Owner.

1.7 The Order of Precedence of documents shall be as follows with document at level having the highest precedence (Refer Annexure 22-Govt. Guideline Sr. No.12)

1. Contract Agreement
2. Detailed Letter of Acceptance along with its enclosures
3. Letter of Award *I* Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

Any amendment or change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures.

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 Chief Executive Officer and Managing Director, hereafter CEO& MD or any other person so appointed or authorized.
2.3 The "CEO & MD'' shall mean the CEO & MD of Indian Strategic Petroleum Reserves Limited or any person so appointed, nominated, or designated and holding the office of CEO & MD''.
2.4 The "Change Order" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.
2.5 The "Construction 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 Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner 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 Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
2.8 The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.

2.9 The "Engineer-in-Charge or Site-in-Charge" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorized by the owner to act for and on its behalf.

2.10 "The Owner" means the Indian Strategic Petroleum Reserves Limited incorporated in India having its registered office at 301, World Trade Centre, Babar Road, New Delhi-110001, and Marketing office at the address mentioned for this purpose in the tender header 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 Owner by the Contractor on completion of the contract.
2.12 The "Project Manager" shall mean the Project 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 the Owner/Engineer-in-Charge/Site-in- Charge 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 confirming 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 character of the soil, state of land and of the excavations, the correct dimensions of the 'Mark facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the owners 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.

A pre-bid meeting may be held as per the schedule mentioned in the tender.

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 'v'-Alich 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 Owner and have been so ordered in writing by owner and/or Engineer-in-Charge/Site-in-Charge, 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 Owner 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 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 Owner 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's, labour, power, Administration charges, price escalations, profits etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. 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 work 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 the Owner, 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 the Owner. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, 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 during the said period. 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 the Engineer-in-Charge/Site-in-Charge in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Engineer- in-Charge 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 Owner. All materials except those agreed to be supplied by the Owner 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, statutory levies, if any, etc.

3.14 The Contractor shall not carry on any work other than the mark under this Contract within the Owner's premises without prior permission in writing from the Engineer- in- Charge/Site-in-charge.

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 owner indemnified against all such losses and claims arising from the same.

3.16 At any time after acceptance of tender, the owner 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 Owner, with reasons recorded therefor, shall be final and binding on both the owner and the contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The owner 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 Owner 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 inthe 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 owner in this regard is final and binding.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

I. Bids must be accompanied with an amount of ₹ 1,28,962/- (Rupees One Lakh Twenty Eight Thousand Nine Hundred Sixty Two only) towards the Earnest Money Deposit /Bid Security. Bids not accompanied with the requisite Earnest Money Deposit/ Bid Security shall be considered as non-responsive and such bids shall be summarily rejected.

II. The EMD/ Bid Security shall be paid to Indian Strategic Petroleum Reserves Limited, Noida, online through e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

III. There will be no waiver of EMD for Public Sector Undertakings of Central / State Government Undertakings or any other bidder. However, Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of EMD subject to submission of valid certificate of MSE.

IV. EMD/Bid securities of unsuccessful bidders will be returned within 45 days upon placement of order. However, in case ISPRL decides to cancel/annul the Enquiry / bidding document at any stage during the bidding process but before the award of work, EMD of the bidders shall be returned at the earliest from the date of such decision.

V. For Successful bidders the EMD/Bid security shall be returned once the Security deposit is submitted.

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, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

Security deposit will be acceptable in the form of Demand draft or through e-payment up to 50,000/- and in the form of Demand draft *I* Bank guarantee or through e-payment beyond 50,000/-.

The Security Deposit shall be returned after successful completion of job as certified by EIC.

5. 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 Engineer-in-Charge/Site- in-Charge, 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 Engineer-in- Charge/Site-in-Charge.

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 perm1ss1on from Engineer In charge/Site In charge in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the owner on this account.

5. a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS

5. a.1. The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
5. a.2. The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.
5. a.3. Before beginning the works, the Contractor shall, at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings, and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in- Charge. The Centre longitudinal or face lines and cross lines shall be marked by means

of small masonry pillars. Each pillar shall have distinct marks at the center to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in- Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The Contractor shall also provide all labour, materials, and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

5. a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.

5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorized representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.

5.a.7. All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.

5.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/ Site-in-Charge requiring compliance within seven days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.

5.a.9. The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.

5. a.10. In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. the contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the contractor shall be bound by such a decision.

5.a.11. "The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site".

5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge."

5.a.13. "Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where even necessary or/as required by the Engineer-in-Charge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public."

5.b. COMMENCEMENT OF WORK

The contractor shall after pay the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the owner 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. Penalty, if any, for the delay in execution shall be calculated accordingly.

Contractor should prepare detailed fortnightly construction program for approval by the Engineer-in-

Charge within one month of receipt of Letter of Intent. The work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of work in all respects to the entire satisfaction of the Engineer-in-Charge.
A Letter of Intent is an acceptance of offer by the Owner and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the purchase order within 15 days of mailing of Purchase 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 Owner 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 Owner.
5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer- in-charge/Site-in-Charge 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 Engineer-in-charge/Designated officer-incharge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge 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 Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and 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 owner 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. EXTENSION OF TIME

5.d.1. If the Contractor anticipates that he will not be able to complete the work within the contractual delivery/ completion date (COD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the contractor or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (COD).
5.d.2. If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned CGM of the Owner shall grant a Provisional extension of time, pending a decision on the request.
5.d.3. The concerned CGM of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the COD or date of receipt of the request, whichever is earlier.
5.d.4. Grant of any extension of time shall be by means of issuance of a Change Order.
5.d.5. In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Price Reduction, as stated above. Once a decision is taken, the Price Reduction shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or

the BG (if Price Reduction is fully recovered from the bills) shall be promptly refunded/returned to the Contractor.

5.e. SUSPENSION OF WORKS

5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge 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 Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.

5.e.2. In case of suspension of entire mark, ordered in writing by Engineer-in-Charge/Site-in-Charge, for a period of 30 days, the owner 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.e.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 owner or through another contractor appointed by the owner.

5.f. OWNER MAY DO PART OF WORK

Not Withstanding anything contained elsewhere in this contract, the owner 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 labour force, tools, equipment, and materials on such parts of the work, as the Owner may decide or engage another Contractor to carry out the balance of work. In such cases, the Owner 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 Owner 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.g. INSPECTION OF WORKS

5.g.1. The Engineer-in-Charge/Site-in-Charge 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 Engineer-in- Charge/Site-in-Charge 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 Engineer-in-Charge/Site-in- Charge 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 Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement anymark inorder that the same maybe 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.g.2. No material shall be removed and dispatched by the Contractor from the site without the prior approval in writing of the Engineer-in-charge. 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 Engineer-in-Charge/Site-in-Charge.

5.h. SAMPLES

5.h.1. The contractor shall furnish to the Engineer-in-charge/Site-in-Charge for approval when requested or required adequate samples of all materials and finishes to be used in the work.

5.h.2. Samples shall be furnished by the Contractor sufficiently in advance and before commencement of the work so as the Owner can carry out tests and examinations thereof and approve or reject the samples for use in the works. All material samples furnished and finally used/applied in actual work shall fully be of the same quality of the approved samples.

5.i. TESTS FOR QUALITY OF WORK

5.i.1. All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge *I* Site-in- Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-Charge/Site-in-Charge may direct at the placeof manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour, and materials as are normally required for examining, measuring, and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

5.i.2. All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in- charge/Site-in-Charge shall be carried out at the contractor's cost and expenses.

5.i.3. If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the contractor shall be reimbursed by the Owner. The contractor should file his claim with the owner within 15 (fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

5.j. ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the work and the Contractor shall be bound to carry out such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in- Charge/Site-in-Charge. Such alterations, omissions, additions, or substitutions shall not invalidate the contract. The altered, additional, or substituted work which the Contractor may be directed to carry on in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular job. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

5.j.2. If the rates for the additional, altered or substituted work are specified in the contract for similar class of work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

5.j.3. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. In the opinion of the Engineer-in-Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Contractor.

5.j.4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which he intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in-Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

5.j.5. In case of any item of work for which there is no specification supplied by the Owner and 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.

5.k. PROVISIONAL ACCEPTANCE

Acceptance of sections of the works for purposes of equipment erection, piping, electrical work and similar usages by the Owner and payment for such work or parts of work shall not constitute a waiver of any portion of this contract and shall not be construed so as to prevent the Engineer from requiring replacement of defective work that may become apparent after the said acceptance and also shall not absolve the Contractor of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that work or the Contract until the work is completed in full in accordance with the provisions of this Contract.

5.1. COMPLETION OF WORK AND COMPLETION CERTIFICATE

As soon as the work is completed in all respects, the contractor shall give notice of such completion to the site in charge or the Owner and within thirty days of receipt of such notice the site in charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating:

a) Defects, if any, to be rectified by the contractor.
b) Items, if any, for which payment shall be made in reduced rates.
c) T he date of completion.

5.m. USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS

5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licenses issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.

5.m.2. All surplus (serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.

5.m.3. The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.
5.m.4. It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

5.n. DEFECT LIABILITY PERIOD-Not applicable

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the contractor at his own cost. The decision of the Engineer In-charge/Site-In charge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

Equipment or spare parts replaced under warranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance.

The owner shall intimate the defects noticed in writing by a Registered A.D. letter or otherwise and the contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the owner failing which the owner will get the defects rectified by themselves or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

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

In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable. Equipment or spare parts replaced under warranty/guarantees shall have further warranty for 12 months from the date of acceptance. However, in no case will the warranty exceed 24 months from the date of start of the original warranty. (Refer Annexure 22–Govt.Guideline Sr.No.14)

5.o. DAMAGE TO PROPERTY

5.o.1. Contractor shall be responsible for making good to the satisfaction of the owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or thenegligence or willful acts or omission of the Contractor, his employees, agents, representatives, or sub-contractors.
5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

5.p. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22- Govt. Guideline Sr. No.13)

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. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify owner 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, owner reserves the right to make payments directly to such employees or sub- contractor 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 Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner 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 ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.

6.c.3. All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the owner.

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 Engineer-in-Charge in respect of all labors 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 Owner 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 ii. 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 owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner 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 Owner'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. Owner 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 Owner 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 Owner 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 owner 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.

iii. The Contractor shall deduct and secure the agreement of the sub- contractor 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, and the Employee's contribution as required by the Act.

iv. 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 subcontractor 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.

v. The Owner 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.

vi. 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 subcontractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

vii. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out an Insurance to cover all risks to Owner 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. Owner 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.

viii. 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

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 Owner.

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

iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge 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 Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be proceed 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. Contractor shall at his own expense cover all the workmen engaged under him under "Pradhan Mantri Suraksha Bima Yojana (PMSBY)" and submit proof of the same to ISPRL.

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 Owner.

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 Owner 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 labour (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 workmen to be employed by him or through subcontractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognizes only the Contractor and not his subcontractor 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 Owner, whenever desired. A deposit may be taken by the owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner'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 Engineer-in- Charge 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

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 Engineer-in-Charge/Site-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

6.f. DOCUMENTS CONCERNING WORKS

6.f.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducible, plans, specifications design calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of the Owner and shall not be used by the contractor for any other work but are to be delivered to the Owner at the completion or otherwise of the contract.

6.f.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in- Charge.

6.f.3. Contractor will not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in-Charge.

7. PAYMENT OF CONTRACTOR'S BILLS

7.1. Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge 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 Owner 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 Owner.

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 Owner under this Contract to make thefinal 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 month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge 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. The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by 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 owner.

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. Owner 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 Engineer-in-Charge/Site-in-Charge 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 Owner 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, No\Never, they are absent for any reasons w h a t soever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge 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 Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

The Contractor will submit a bill in approved proforma in quadruplicate to the Engineer- in-Charge/Site-in-Charge 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 Engineer-in-Charge/Site-in-Charge 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 Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in- Charge shall verify the bills within 7days of submission of the Bill by the Contractor.

7.c. RETENTION MONEY-Not Applicable

10% of the total value of the Running Account and Final Bill will 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 expense 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 but 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.

7. d. STATUTORY LEVIES

7.d.1. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, 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 I State enactments, in respect of sale of goods *I* 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 C-VAT/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 Owner 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 Owner, and Owner has no way but to pay and pays/makes payment of the same, the owner 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 Owner issued in that behalf.

7. d.2. The rates quoted should be inclusive of all taxes. However, wherever a tax 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 tax on works contract will be furnished to the contractor. The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable ISPRL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable ISPRL to take Input Tax Credit.

In case, ISPRL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory

liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

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.d.6 Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

7. e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

7. e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment forthe completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.

7. e.2. The Owner 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 on DGS&D list.

7. e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge 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 Engineer-in-Charge/Site-in-Charge for anymaterials to be used for the works.

7. e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge 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 OWNER

7.f.1. The Owner may supply materials, consumables, and any other items required for the execution of the work to the contractor against payment. These materials may be supplied from the Owner's godown, work site, or within the premises. The contractor shall arrange for all transportation to the actual work site at no extra cost.

7.f.2. The contractor shall bear all costs including loading and unloading, carting from the issue points to the work site, storage, unloading, custody, handling, and stacking of the materials. The contractor shall also be responsible for returning any surplus materials or consumables to the Owner’s storage point after the completion of the job.

7.f.3. The contractor will be fully accountable for all materials and consumables received from the Owner. The contractor will provide acknowledgment/receipt for the quantity of materials received each time they uplift materials from the Owner’s custody.

7.f.4. For all computation purposes, the theoretical consumption of all materials shall be considered as

per the applicable industry standards or guidelines, such as CPWD or similar recognized norms for the respective items.

7.f.5. Materials as received from the manufacturer/stockiest will be issued to the contractor. The theoretical quantity of consumables and materials will be considered as per standard practices. The contractor shall accept any shortfall in the weight or quantity of materials up to a certain tolerance (e.g., 4%) and consider it in the required quantities. Any shortage exceeding this tolerance will be the Owner's responsibility when pointed out by the contractor and verified by the Engineer-in-Charge.

7.f.6. The contractor will be required to maintain a stock register for receipt, issuance, and consumption of all materials at the site. All materials supplied will be stored at the site as per the instructions of the Engineer-in-Charge. Consumption and issuance shall be tracked on a FIFO (First In, First Out) basis.

7.f.7. Empty bags, containers, or packaging material used for consumable materials shall be the property of the contractor. The contractor shall be penalized for any excess or under-consumption of materials. The penal rate will be twice the rate of issue of the material for this work.

7.f.8. All running and final bills will be accompanied by detailed consumption statements, including the materials used, materials received, and stock-on-hand.

7.f.9. The contractor will be fully responsible for the safe custody of all materials once received, including during transport to the site. The Owner will not entertain any claims for theft, loss, or damage to materials while in the contractor's custody.

7.f.10. The contractor shall not remove any materials or consumables from the site at any time without written permission from the Engineer-in-Charge.

7.f.11. The contractor shall inform the Engineer-in-Charge/Site-in-Charge in writing at least 21 days before exhausting the materials supplied by the Owner to ensure no disruption to the work progress.

7.f.12. The Owner shall not supply materials for use in the manufacture of items not specified in the contract or for any temporary works, unless otherwise agreed upon.

7.f.13. Any surplus or unused materials left over after the completion of the work shall be returned by the contractor to the Owner. The Owner will make payment to the contractor at the supply rate for such materials received. Any materials refused by the Owner shall be removed by the contractor from the site at their own cost and within 15 days of work completion.

8. PAYMENT OF CLAIMS AND DAMAGES

8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the owner 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 Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act. Owner 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 Owner 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 Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

8.2.a. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge/Site-in-Charge 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 the Engineer-in- Charge/Site-in-Charge 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 Owner. On expiry of 15 days period mentioned above, the owner 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.

8.2.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

This project 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. 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 OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge 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 Owner 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 subcontractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. PRICE REDUCTION

i) In case of any delay in completion of the work beyond the COD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

ii) The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.

iii) Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).

iv) This final calculation of price reduction shall be only on the value of the unexecuted

portion/quantity of work as on the COD.

v) Contractor agrees with the Owner, that the above represents a genuine pre- estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

11. DEFECTS AFTER TAKING OVER OR TERMINATION OF WORK CONTRACT BY OWNER

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of owner taking over the work, whichever is earlier. The Contractor shall issue a Bank Guarantee to the Owner in the sum of 10% of the work entrusted in the Contract, from a bank from the list of banks whose bank guarantees are acceptable to the Owner (list enclosed) and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return the fund the same after the expiry of the period of 12 months without any interest thereon. (Please refer to clause 4. Deposits)

12. TERMINATION OF CONTRACT

12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.

12.2 The Owner 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 failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.

d) Has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by the Contractor.

e) 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.

f) Has acted in any manner to the detrimental interest, reputation, dignity, name, or prestige of the Owner.

g) Has stopped attending to work without any prior notice and prior permission for a period of 15 days.

h) Has become untraceable.

i) 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 judgment of the owner.

j) Has been declared insolvent/bankrupt.

k) In the event of sudden death of the Contractor.

12.3. The owner 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.

12.4. In case of Termination of the contract, Owner 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, Owner 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.

12.5. The contractor within or at the time fixed by the Owner 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 owner shall take the measurement with their Engineer-in- Charge/Site-in-Charge or any other outside representatives. Such a measurement shall be final and binding on the parties and shall not be questioned by the Contractor and no dispute can be raised by the contractor on the same.

12.6. The owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement, and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter, or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer shall give a notice in writing to the contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the contract and should the Contractor fail to do so within a period of15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the contractor for the amount released. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall there upon be paid by the Owner to the Contractor or by the Contractor to the owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.

12.7. When the contract is terminated by the Owner for all or any of the reasons mentioned above the contractor shall not have any right to claim compensation on account of such termination.

13. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) Epidemics, earthquakes, flood, fire, hurricanes, typhoons, or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

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

- **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party

from, or delaying the affected party in performing its obligations under the Contract.

- **Right of either party to terminate**

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

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

a) Any costs, losses, expenses, damages, or the payment of any part of the Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

14. ARBITRATION

14.1. 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.

14.2. 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 owner 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 owner, 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.

14.3. 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.

14.4. 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.

14.5. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

14.6. 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.

14.7. 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.
14.8. 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 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.
14.9. 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.
14.10. 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 *) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say *) and conducted in English language.
14.11. The Appointing Authority is the Functional Director of Indian Strategic Petroleum Reserves Limited
(Note: - * = While printing the GTCs, each Procurement Authorities at various location, may mention the correct place before printing the GTC and not leave Clause 14.10 blank or as stated above. Bracketed portion is to be removed.

14A. CONCILIATION

The Parties to the contract may seek to resolve all their disputes and differences amicably by Conciliation in accordance with the Conciliation Rules of ISPRL (as in force and may be amended from time to time), provided however that the disputes/ differences amount to a claim in excess of Rs. One Crore. **If,** however, the disputes or differences are not resolved by conciliation, the Parties shall be free to approach a Court of competent jurisdiction. (The ISPRL Conciliation Rules are attached).

15. GENERAL

15.1. Materials required for the works whether brought by the or supplied by the owner shall be stored by the contractor only at places approved by Engineer-in-Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
15.2. Owner and/or Engineer-in-Charge/Site-in-Charge 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.
15.3. In case of any class of work for which there is no such specification supplied by the owner 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, work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.
15.4. 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.
15.5. 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.

15.6. 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 Owner'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.

16. Integrity Pact: Effective 151 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 Rs 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

17. The guidelines for Holiday Listing as adopted and available on ISPRL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by ISPRL.

ANNEXURE-5a

5a. CONCILIATION CLAUSE

The parties to the contract may seek to resolve all their disputes and differences amicably by conciliation in accordance with the Conciliation Rules of ISPRL (as in force and may be amended from time to time), provided however that the disputes(s)/ difference(s) amount to a claim is in excess of Rs. One Crore. If, however, the disputes or differences are not resolved by Conciliation, the Parties shall be free to approach a Court of competent jurisdiction. (The ISPRL Conciliation Rules are attached)

ISPRL CONCILIATION RULES, 2019

Background

Part **III** of the Arbitration and Conciliation Act, 19% makes provisions for alternative dispute resolution through Conciliation, which is emerging as an effective dispute resolution mechanism for Public Sector Enterprises in India.

ISPRL intends to increasingly focus on Conciliation as a dispute resolution mechanism and hereby frames the present Rules in conformity with Part III of the Arbitration and Conciliation Act, 199G for speedier, cost-effective, and amicable settlement of disputes through Conciliation.

1. Title and Commencement

a. These Rules shall be called the ISPRL Conciliation Rules, 2019. b. **It** shall come into force on 16 March 2020.

2. Definitions

a) "Act" means Arbitration and Conciliation Act, 1996 as amended from time to time.

b) "Conciliation" means a dispute resolution process whereby the Parties by mutual consent appoint a Conciliator or a Settlement Advisory Committee (SAC) to assist them in their attempt to reach an amicable settlement of their dispute(s) arising out of a defined legal relationship, contractual or otherwise.

c) "Conciliator(s)" means the Conciliator appointed in accordance with these Rules.

d) "ISPRL" means Indian Strategic Petroleum Reserves Limited having its registered office a Company incorporated in India, having its Registered Office at 301, World Trade Centre, Babar Road,

New Delhi-110001) "Panel of Conciliators" means the list of eligible persons selected by ISPRL to act as Conciliators in conciliation proceedings under these Rules.

f) "Party" means a Party to a contract with ISPRL or a Party to a Conciliation proceeding under these Rules. Further, "Party" means ISPRL or the other party to the Conciliation proceeding individually, and "Parties means both of them collectively.

g) "Rules" means the ISPRL Conciliation Rules, 2019 (as amended from time to time).

h) "Settlement Advisory Committee" or "SAC" means the Committee of Conciliators appointed under Rule 5 of these Rules.

i) "Settlement Agreement" means the agreement arrived between the Parties in settlement of their dispute(s), which the subject matter of Conciliation is.

j) "Working Day" means any of the five days between Monday to Friday, including both Monday and Friday, between 10.00 AM to 5.00 PM (Indian Standard Time), excluding gazetted holidays and all other holidays declared by the Govt. of India or ISPRL.

k) The masculine gender shall include female and neutral genders and vice-versa. The singular shall include the plural and vice-versa.

3. Scope and Applicability

a) These Rules shall apply to any dispute, arising out of or relating to a contractual or detained legal relationship in the fom1 of a contract involving ISPRL as a Party, and which involves construction, works, engineering, EPC or Supply or any other contract of a similar nature, where the Parties seeking an amicable settlement of their disputes have agreed that these Rules shall apply. These Rules shall, however, not apply to disputes arising out of or relating to MS/HSDILPG/SKO/Lube Dealership/Distributorship Agreements and Agreements for Bulk or Packed Road Transportation of Petroleum Products. If the dispute is not settled by Conciliation within 8 (eight) months of the initiation of conciliation or such further period as the parties shall agree in writing, the Conciliation proceedings shall terminate and the Parties shall be free to approach a Court of law.

Provided that these Rules shall be applicable only if:

i) The dispute arose out of a contract, agreement or other defamed legal relationship that has been successfully completed or is ongoing. No dispute arising out of a contract, agreement or other defined legal relationship that has been abandoned by either of the Parties would be covered under these Rules.

ii) The date of request for the conciliation is made during the Contract or within (1 months after the Contractual Delivery Date/ Contractual Completion Date or the extended CDD/CCD.

iii) The dispute involves claims or an amount not less than One Crore.

b) The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever/wherever a settlement is possible.

c) Pendency of judicial or similar proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue.

d) During the pendency of the Conciliation proceedings, the Parties shall not initiate any judicial or similar proceedings in respect of the dispute which is the subject matter of Conciliation, and if any such proceedings have been initiated prior to the commencement of the Conciliation proceedings, the Parties shall maintain status quo in respect thereof as long as the Conciliation proceedings are pending.

e) These Rules shall however not apply to dispute(s)/ claims which are barred by limitation, or 'which, by virtue of any law for the time being in force in India, may not be submitted to a Court or Conciliation.

f) These Rules shall be subordinate to and supplementary to Part-III of the Arbitration and Conciliation Act, 1996 and the Act will prevail over the Rules to the extent of inconsistency, if any.

g) These Rules are broad standard Conciliation procedures meant for a flexible, systematic,

expeditious and amicable settlement of disputes and Parties may mutually agree in writing to make appropriate adjustments/ changes, and such mutually agreed departures/ deviations from any of these Rules shall not in any circumstances render a Conciliation proceeding or any Settlement Agreement reached pursuant thereto invalid, illegal or void.

h) Subject to subsequent agreement between the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed dispute settlement mechanism or these Rules are not the prescribed Conciliation Rules under the relevant contract/agreement.

i) Raising of any issue or point of dispute, by any Party in writing or otherwise in any communication (electronic or otherwise) between the Parties (without its resolution) shall not be considered as seeking Conciliation under these Rules, unless such Conciliation proceedings are formally invoked in writing under these Rules by a Party, stating clearly the subject matter in dispute/ difference and seeking the consent of the other Party (ies) for Conciliation. Every Conciliation shall commence only if the other Party (ies) accept(s) in writing its willingness to enter into Conciliation.

4. Panel of Conciliator's

a) ISPRL shall, with the approval of Director (HR) of ISPRL, prepare and maintain a Panel of Conciliators, consisting of persons having good standing in the field of Oil and Gas, Refineries, Marketing of Petroleum Products, Engineering and Projects, Law or Justice within sixty (60) days of these Rules coming into force. The Panel will be updated from time to time as required. The Director (HR) of ISPRL may add any name to or delete any name from the Panel of Conciliators.

b) The Conciliators in the Panel of Conciliators, shall be independent persons, who are not serving employees, or consultants or advisers of ISPRL.

c) Persons who have attained the age of 70 years will automatically cease to be on the Panel of Conciliators. In case where a Conciliator has been appointed and during the pendency of conciliation proceedings, he/she attains the age of 70 years, he/she will continue to be a conciliator till completion of the conciliation proceedings, whether by means of a Settlement or Termination of the Conciliation Proceedings or otherwise as provided under the Act.

d) All the members of the Panel shall have equal status and parties will not have any right to challenge the appointment of a Conciliator on the ground that its nominee Conciliator has higher status than the other Conciliator.

e) The following persons may be enlisted in the panel of Conciliators: -

i. Retired Chairman & Managing Director, Retired Functional Directors of any Central Public Sector Enterprise in India.

ii. Independent experts in the field of Oil and Gas, Construction or Engineering and Projects (a) having minimum 25 years' experience; (b) being preferably registered ·with an institute of arbitration in India and (c) having experience of handled at least one or more arbitration or conciliation.

iii. Retired Judges of the Supreme Court of India & High Courts in India.

iv. Retired PSU employees of and above the level of Chief General Manager of a Schedule 'A' PSU in India.

v. Legal practitioners/Advocates having minimum experience of (a) 25 years post enrollment (in case of practicing advocates) in High Courts/Supreme Court or (b) 25 years post qualification (in case of in-house counsel).

f) The Panel of Conciliators shall contain an Annexure, giving details of the qualifications of the Conciliators, including professional and technical experience.

g) A person shall be empaneled as a Conciliator only after obtaining his consent to be so empaneled.

h) A person in the Panel of Conciliators shall not be entitled to any monetary benefit or remuneration/fees or any other facility only by virtue of his/her name being in the Panel of Conciliators. He ·will be entitled for fees, etc. only when he/she is actually appointed as a Conciliator or forming a part of a SAC in relation to a specific dispute under these Rules. An appointment on the Panel of Conciliators under sub-rule (a) shall ordinarily be for a period of 3 (three) years from the date of appointment. Such period may be extended or curtailed at the discretion of

ISPRL.

i) Removal of a person from the Panel of Conciliators shall not have the automatic effect of removal withdrawal of the said person from an existing Conciliation Proceeding in which such person is acting as a Conciliator, unless the said Conciliator is removed specifically from the dispute in question.

j) Disqualifications of persons as Conciliators and/ or removal:

The tolling persons shall be deemed to be disqualified for being empaneled as Conciliators, and if already empaneled/ appointed, shall be liable to be removed:

1) A person who has been adjudged as insolvent or is or unsound mind or physically incapable of performing the work of a Conciliator.

2) A person against whom criminal charges are framed by a criminal court and are pending for final disposal or, who has been convicted by a criminal court/ Tribunal for any offence and a sentence of fine or imprisonment has been passed against him (This will not include fines for petty cases like traffic violation or penalties given purely because the person held a particular office {like an occupier in a factory} provided he has no personal involvement in the same)

3) A person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority and are pending or, has resulted in a punishment.

4) A person against whom an adverse report/ remark is received from the Vigilance Department of ISPRL or the CVC or CBI or the Government of India., which lends doubts as to the integrity of the person or otherwise makes him unsuitable to hold the position.

k) Provided always that ISPRL may, in its sole discretion, change the eligibility criteria or modify/ rescind any portion or the whole of these Rules or not include any person as a Conciliator in its Panel, without assigning any reasons and such decision shall not be called in question by any person/ party.

5. Composition of the Conciliation Tribunal

a) Conciliator(s) shall be appointed by the mutual consent of the Parties from the Panel of Conciliators maintained by ISPRL in respect of a particular dispute. There shall be a Sole Conciliator in Conciliation proceedings where the disputed claim (or all claims put together) is less than 5, 00,00,000 (Rupees Five Crores). However, where the disputed claims are more than 5, 00,00,000 (Rupees Five Crores), the Conciliation Tribunal shall consist of TWO Conciliators. In case of 2 Conciliators, each Party to the Dispute shall appoint one Conciliator each from the panel maintained by ISPRL.

b) In case the Parties fail to agree on a Conciliator(s) from the Panel of Conciliators maintained by ISPRL, the Parties shall be at liberty to mutually agree to appoint any other Conciliator(s), who is/are not in the Panel of Conciliators maintained by ISPRL.

c) The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of "Settlement Advisory Committee" or "SAC" in regard to the dispute(s) referred for conciliation and shall conduct Conciliation proceedings under these Rules. The SAC can be of a sole conciliator or of 2 conciliators.

d) When a person is approached in connection with his possible appointment as a Conciliator in respect of a specific dispute, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. A Conciliator, from the time of his appointment and throughout the Conciliation proceedings shall, without any delay, disclose any such circumstances to the Parties, unless they have already been informed of such circumstances. Such person shall not act or continue to act as a Conciliator if either Party objects to his so acting or continuing to act due to the existence of such circumstances. Such circumstances shall include:

- An interest in or connection with the subject matter of the dispute,
- A relationship with a party, including a relationship of lawyer and client.

e) On the appointment of a Conciliator in respect of a specific dispute, the Conciliator shall give a Declaration as per Schedule-A of these Rules.

f) If a Conciliator withdraws himself or he/she is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for any three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s) or does not hold conciliation proceedings or cannot act further because of the objection of a party under sub-rule d) above or any reason which disqualifies him, the parties may appoint an alternative Conciliator in the same manner as contemplated herein.

g) The appointment will take effect from the date of such intimation about the constitution of the Conciliation Tribunal.

h) If any appointed Conciliator resigns or dies or is unable to perform his functions during the Conciliation, then ISPRL may terminate the appointment of such Conciliator and inform him and the parties accordingly. The Parties shall take further steps to fill up the vacancy so caused as per 5(a) above.

i) No person shall be appointed as a Conciliator in respect of more than three disputes at a time.

6. Commencement of Conciliation

a) ISPRL or the Party who has entered into a contract of the nature stated in 3(a) above with ISPRL, and who wishes to settle any dispute, shall serve a written notice/invitation for Conciliation Proceedings under these Rules, to the other Party. This will be done only after the normal official avenues of resolving disputes under any contract or existing practice are exhausted.

b) A written notice/invitation for Conciliation proceedings shall, inter alia, contain the following details:

i. Identity of the Party giving the written notice/invitation - name, official address, email address, contact number(s), official representative, etc.

ii. Specific consent of the party for Conciliation under these Rules.

iii. Name of proposed Conciliator(s) from the Panel of Conciliators maintained ISPRL.

iv. Details of the contract, a brief description or the dispute which is sought to be settled through Conciliation, details or the amounts claimed and the total amount claimed.

v. A statement that there are no other issues or disputes.

vi. Where a No Claims/Dues Certificate has been issued to ISPRL, a statement that the claims are pertaining only to those items which have been specifically accepted and mentioned as exceptions in the said No Claims/Dues Certificate.

vii. An undertaking that:

- No interest shall be claimed in any judicial or similar proceedings or during conciliation, for the period commencing from the date of written notice/invitation for Conciliation, up to the completion/conclusion of the Conciliation by a Settlement Agreement or Termination or otherwise in terms of these Rules.
- Not to initiate any judicial or similar proceedings in respect of the dispute mentioned in the written notice/invitation for Conciliation during the pendency of the Conciliation proceedings and, if any such proceedings have been initiated prior to the written notice/invitation or Conciliation, that the party agrees to maintain status quo in respect thereto during the pendency of the Conciliation proceedings.

7. Conciliation Proceedings

a) Upon his appointment, the conciliator may request each party to submit to him a brief statement in writing describing the general nature of the dispute, the points at issue and the amount, if any, of the claim(s) and counter claim(s). Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings the conciliator may request a party to submit to him such additional information as he deems appropriate.

b) The SAC may, if it considers necessary, permit or request the Parties to submit further written statement(s) along \with other documents/evidence in support thereof.

c) The first meeting of the Parties shall be called by the SAC, after consulting the Parties involved, at a convenient date and time, within 10 (ten) working days of receipt of written statement mentioned in the preceding sub-rule (a) and sub-rule (b). During the first meeting, a tentative

time-frame and broad work-schedule of the Conciliation proceedings shall be finalized by the SAC after due consultation with and consent of the Parties.
d) The SAC shall as much as possible, proceed with the Conciliation proceeding on an issue-by-issue basis, after proper identification of the relevant issues with the consent of the Parties.
e) The SAC, with the consent of the Parties, may also call for material witness (es) to assist the Committee.
f) Each Party shall send a copy of its communication, written submission and all other document(s) filed before the SAC to the other Party.
g) Opportunity shall be given to the Parties during the Conciliation proceedings to openly and fearlessly express their views to enable the parties to better understand and appreciate each other's viewpoints.
h) It shall be open to the Parties or the Conciliator(s) to make any proposal or counter proposal for amicable settlement of the dispute at any time during the Conciliation proceeding. The SAC may also malice such proposal after consulting and hearing the Parties.
i) All the parties shall commit to participate in the proceedings in good faith with the intention to settle the dispute(s), if possible.

8. Representation, venue, and other broad principles

a) Advocates shall not be allowed to participate in the Conciliation Proceedings under these Rules and Parties shall plead their own cases.
b) Parties shall, however be free to appoint their employees, officers, directors or in-house law officers to plead their own cases.
c) Unless otherwise agreed between the Parties, Conciliation proceedings limited these Rules may be held at the registered office of ISPRL at a Company incorporated in India, having its Registered Office at 301, World Trade Centre, Babar Road, New Delhi-110001, or any other office of ISPRL.
d) Unless the parties have agreed upon the place ·where meetings with the conciliator are to be held, such place shall be determined by the conciliator, be convenient to both parties and take into consideration the circumstances of the conciliation proceedings.
e) Equal opportunities shall be given to the Parties to express their views before the SAC and the SAC shall make utmost efforts to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.
f) Representation of the parties may be in oral or in writing. Only if both Parties agree to in writing, then minutes of the meetings/hearings may be recorded in broad general terms, ·without however, recording adversarial submissions/ claims or stand of either party on the same, if any. Copies of such minutes of meetings shall be sent to the Parties within 7 (seven) working days of each meeting/hearing. No such minutes shall constitute any evidence as to the stand of either party and shall not be used in evidence before any Court of law. If minutes are not agreed by either Party it shall not be made or issued. Only a record of Attendance of a meeting/Attendance Sheet shall be made in such cases.
g) Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time bound manner without, however, diluting procedural flexibility of such proceedings.
h) The language of the Conciliation proceedings under these Rules shall be English.

9. Role of Settlement Advisory Committee/Conciliations

a) The Settlement Advisory Committee shall attempt to facilitate resolution of the dispute(s) by the Parties, and communicate the view of each party to the other, assist them in identifying issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and generate options in an attempt to resolve the dispute(s), emphasizing on the benefits of settlement.
b) The SAC shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute (s) referred.
c) The SAC shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent and impartial manner to reach an amicable settlement of dispute(s).
d) The SAC shall conduct Conciliation proceedings in conformity with these Rules and Part-III or

the Arbitration and Conciliation Act, 1996 to the maximum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.

e) The broad approach of the SAC shall be speedy, efficient, and amicable 'settlement of disputes, without however diluting objectivity of approach, principles of natural justice and established principles of law.

f) The SAC shall act more as facilitators, rather than as judges/umpires/arbitrators and shall not impose any view or terms of settlement on any of the Parties.

g) The SAC may suggest to either of the Parties or both of them, the possible terms of a settlement for their consideration. If such possible terms of a settlement are given, then both parties shall comment on the same and after considering the comments, the SAC may offer a revised terms of settlement for consideration.

h) Unless it is signed by both the Parties to the Dispute/Conciliation, no "terms of settlement" which are proposed or commented upon, shall be binding upon either Party or held against it.

10. Time Frame

a) The SAC shall attempt to dispose of the entire Conciliation proceedings within a time frame of 6 (six) months from the date of constitution of the SAC, but the same may be extended with the mutual consent of the Parties, for a period not exceeding 2 (two) months.

b) Notwithstanding sub rule (a), a Settlement Agreement signed after the 8 (eight) months period stipulated in sub-rule (a) shall not become void or unenforceable merely because such agreement has been signed after the stipulated 8 (eight) months period.

c) Notwithstanding sub rule (a), the SAC may terminate the Conciliation proceedings any time before the expiration of the 6 (six) months stipulated in sub-rule (a) if it is of the view that because of the vastly divergent, extreme and/or rigid views of the Parties or non-cooperation/response of any one party or both parties or to any other substantial reason it is no longer possible or practicable to meaningfully conduct the Conciliation proceedings.

d) The total number of meetings of the SAC/hearings in a Conciliation proceeding shall not be more than 6 (Six), unless otherwise agreed between the parties in consultation with the SAC.

11. Conciliator's fee

a) Each Conciliator constituting the SAC shall be entitled to the following fees: -

i. A fee of Rs 40,000/- (Rupees Forty Thousand only) for each hearing/meeting.

ii. A lump sum reading fee of Rs 40,000/- (Rupees Forty Thousand only).

iii. A lump sum facilitation fee of Rs 40,000/- (Rupees Forty Thousand only) if a draft Settlement Agreement is prepared by the SAC.

b) Provided that the total fees payable shall not exceed a maximum of Rs 4, 00,000/- (Rupees Four Lacs only) per Conciliator per dispute (case referred for Conciliation) excluding service tax. This is unless otherwise agreed to in writing by both the Parties.

c) In addition to the fees and expenses stated in sub-rule (a) above, the SAC shall be entitled to incur for themselves secretarial services at a lump sum amount of 25,000/- (Rupees Twenty-Five Thousand only). The SAC/Conciliators will make its own arrangements for secretarial services. The SAC/ Conciliators shall make their own local travel arrangements.

d) If the Conciliation Proceedings are held at a place other than the location/ residence of the Conciliator (outstation visit), then each such Conciliator shall also be entitled for reimbursement of (i) actual rail / air travel expenses, (ii) expenses for suitable Hotel Accommodation, (iii) meals and local travel on actual basis. The accommodation to the Conciliator(s) shall be provided at the guest houses of ISPRL, where available.

e) In all cases the fees and expenses of conciliation mentioned above shall be borne equally by the Parties. Further, the Parties shall pay and bear their respective share of the fees and expenses within 30 (thirty) days from the date of first meeting/ hearing, to the Conciliators as directed by the SAC or to such an account as may be designated by them the process and payment stage

can be agreed and varied by the consent of the Parties and the Conciliator(s).
f) Final account towards fees, payment for secretarial services and other expenses of the Conciliation proceedings shall be reconciled and settled between the Parties and the SAC on the termination of the Conciliation proceedings. In case of signing of a Settlement Agreement, the fees and expenses as determined by the SAC as per these Rules shall be paid by the Parties within 30 (thirty) days of the signing the Settlement Agreement.
g) In the event where the dispute does not involve any monetary claim or disputed amount cannot be quantified, then the Conciliator's fees will be a consolidated sum ofRs.3.00 lakhs inclusive of fees for hearing, study, facilitation, etc. Secretarial charges will be extra as per the above provisions.

12. Non-disclosure of Information

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the SAC subject to a specific condition that such an information is to be treated confidential, the SAC shall not disclose that information to the other party.

13. Co-operation of Parties

a) The Parties shall, in good faith co-operate with the SAC and will endeavor to comply with any request of the SAC to submit written materials, provide evidence, give clarification, attend meetings/hearings, etc.
b) Conciliation being an amicable dispute settlement mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to understand and appreciate the other **c)** Party's viewpoints without, however, diluting the correct factual position.
The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient, and mutually acceptable amicable resolution of disputes.
d) The Parties shall not in any manner make any attempt to unduly influence the Conciliation proceedings or the SAC by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty, and integrity.
e) Notwithstanding that any Conciliation Proceedings have commenced or continued between the Parties, no work shall be stopped by a Contractor merely because of the pendency of disputes before Conciliation. Every work including extra work shall have to be carried out and performed as per the terms of the contract, by a contractor irrespective of the pendency of conciliation proceedings.

14. Agreement of Settlement

a) After discussing with and hearing the Parties involved, if the SAC is of the view that there exist circumstances for a settlement of the dispute, the SAC shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration and comments.
b) If any part of the draft terms of settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till mutually acceptable terms are reached.
c) When a settlement can be arrived at only regarding any one or only some of the issues referred for Conciliation, an Agreement of Settlement may be signed regarding the said issue(s), but not the others. Such a Settlement shall be binding on only that one or only some of the issues which are Settled and not the others, unless otherwise agreed upon in writing by both Parties.
d) An Agreement of Settlement shall contain a statement to the eject that each of the person(s) signing: (I) is fully authorized by the respective Party he/she represents, (II) has fully understood the contents of the same, (III) is signing the same out of complete free 'viii and consent, -without any pressure or undue influence and (IV) the same shall be final and binding on and enforceable against the Party and the persons who(m) he represents.
e) When an Agreement of Settlement is signed, the same shall be final and binding on the Parties and the persons claiming under/through them respectively.
f) The SAC shall authenticate the Agreement of Settlement. The Agreement of Settlement shall

be made in 2 Originals – one each for the two parties. If there are more Parties, then every Party shall be given an original signed Agreement of Settlement and hence more originals shall be made.

g) The settlement agreement shall have the same status and effects if it is an arbitral award on agreed terms on the substance or the dispute, under Section 30 or the Arbitration and Conciliation Act, 1996.

15. Confidentiality and Admissibility of Evidence in Other Proceedings

a) The SAC and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the Conciliation proceedings and the contents of any ten11S of settlement or draft Settlement Agreement or final settlement Agreement, except where its disclosure is necessary for purposes of implementation and enforcement of the Settlement Agreement.

b) Confidentiality under these Rules shall extend to proposals, alternative proposals, communications exchanged between/amongst the parties, communications exchanged between any of the Parties and the SAC or any of the Conciliators (in case of multi conciliator committee), minutes of meeting/hearings, draft Settlement Agreement(s), expert opinions, evidence of witness etc. in relation to the Conciliation proceedings.

c) Neither the Parties nor the Conciliator(s) shall rely upon or introduce as evidence or give testimony regarding any of the following in any arbitration, judicial or similar proceedings:

i. A proposal or alternative proposal by a party, or the willingness of a party to accept a proposal or alternative proposal during the Conciliation proceedings;

ii. Views expressed during the Conciliation proceedings in respect of a possible settlement of a dispute or the terms of a possible settlement or otherwise;

iii. Statements or admissions made by a party during the conciliation proceedings;

iv. Proposals or suggestions made or views expressed by the SAC;

v. A document prepared solely for purposes of the Conciliation proceedings.

d) The above provisions on confidentiality and admissibility of evidence of the aforesaid material/matter shall also extend to any arbitration, judicial or similar proceedings relating to disputes, which are not the subject matter of the same Conciliation proceedings.

e) No person who has been a part of the Conciliation proceedings including the Conciliator(s), a Party, witness, or any third party, shall, unless required by applicable law or unless the Parties agree otherwise in writing, give testimony in any arbitration or judicial or similar proceedings concerning any aspect of the Conciliation proceedings, except in respect of a Signed Settlement Agreement, if the veracity of the same is in question, doubt or challenge.

f) Subject to the limitations contained in this Rule, evidence that is otherwise admissible in arbitration or judicial or similar proceedings does not become inadmissible merely as a consequence of it having been used in a Conciliation proceeding.

16. Judicial or other Proceedings

a) During the course or pendency of a Conciliation proceeding under these Rules; the Parties shall not initiate or take any step to initiate any judicial or other proceedings in respect of a dispute, which is subject matter of a pending Conciliation proceeding and if any proceeding is already pending, then the Party (ies) shall ensure that the same is kept in abeyance/ withdrawn.

b) Subject to the above sub rule (a), reference of any dispute to Conciliation under these Rules shall be without prejudice to any rights and interest of the Parties involved to resort to Court or judicial proceedings, in case the Conciliation proceedings fail or terminates.

c) The Conciliation Proceedings under these Rules shall not be deemed to be Arbitration proceedings and any agreement for conciliation shall not be deemed to be an agreement between the parties for Arbitration.

17. Personal Exemption of Conciliators

a) A Conciliator shall be given full immunity by both Parties and shall not be held liable for anything done or omitted to be done by him during the course of a Conciliation proceeding, whether by way of any civil or criminal action or otherwise howsoever. No Conciliator shall be summoned or presented by any party as a witness in any arbitration or judicial or similar proceedings in regard to any information received or action taken by him during the course of a Conciliation proceeding.
b) No Conciliator shall be engaged by the parties in any arbitration or judicial or similar proceedings in respect of a dispute which is the subject matter of a Conciliation proceeding.

18. Termination of Conciliation proceedings

The Conciliation Proceedings are terminated:
i. By the signing of the settlement agreement by the Parties, on the date of the Agreement: or
ii. By a written declaration of the SAC, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
iii. By a joint written declaration of the Parties addressed to the SAC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or
iv. By a written declaration of one party to the other Party (or other parties) and the SAC, to the effect that the Conciliation proceedings are terminated, on the date of declaration; or
v. On the expiration of the time period specified in Rule 10(a) above for the completion of a Conciliation proceeding, or any agreed extension thereof by the Parties; or
vi. On the non-payment of fees/expenses as specified under Rule 11 by a Party; or
vii. On the failure of the Parties to appoint a Conciliator to constitute the SAC in accordance with these Rules.
viii. On disqualification of a Conciliator who is part of the SAC.

19. Miscellaneous

The Management of ISPRL may revise, amend or alter these rules or the schedule of fees and other charges to be charged and paid as and when it may think necessary.

Any matter not covered in these Rules shall be in accordance with the provisions of Part-III of the Arbitration and Conciliation Act, and in general consonance with the intent of these Rules.

SCHEDULE A

DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF

SETTLEMENT ADVISORY COMMITTEE

Ref: Conciliation between .....and..... arising out of contract/agreement (inse1t details)..... Dated.....

I, the undersigned, do hereby agree to serve, as a member of the Settlement Advisory Committee in the referred case and hereby make the following declarations:

1. I am familiar with the requirements of the law, particularly the Arbitration and Conciliation Act, l996 and ISPRL Conciliation Rules, 2018.

2. I am available to serve as a Member of the Settlement Advisory Committee and I am independent of any of the Parties involved in the referred Conciliation proceeding and have no interest — business, financial or otherwise - in any part of the contract/Agreement under reference or subject of the Conciliation proceeding. I am not related to either of the two parties as a serving employee or consultant or Director or Legal Adviser or a substantial shareholder or being a close relative of the Owner of either party or in any other manner which will affect my independence or impartiality.

3. I have not dealt earlier with the contract under reference or the subject matter of the Conciliation proceeding in any manner or capacity, which could compromise my ability, independence, or impartiality to resolve the dispute(s).

4. In future I will not act as an arbitrator or as a representative or counsel of any Party in any arbitration or judicial or similar proceedings in respect of the dispute which has been referred and which is the subject matter of the Conciliation proceedings.

5. The fees and other facilities for conciliation, offered to and accepted by me will remain fixed and under no circumstances will there be any demand from me for any alteration or change or increase therein, under any nomenclature.

Date:

(Signature)

Name: Address:

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

JOB DESCRIPTION:

In ISPRL Mangalore, two submerged seepage water pumps of make Framo, 002-PA-SM-005A and 002-PA-SM-005B, each with a capacity of 200 m^3/hr are installed at a depth of 116.5m from ground level in the shaft-B area. Seepage water pumps are used for the removal of seepage water and to maintain a pre-determined water level in the cavern. Pump 002-PA-SM-005B has failed and requires retrieval, installation and commissioning of spare pump under the direct supervision of the Framo supervisor and ISPRL Mangalore.

NOTES TO SERVICE PROVIDER:

- This job intends for retrieval, installation and commissioning of 1 no. of seepage water pump of M/s Framo Make under the direct supervision of the Framo supervisor and ISPRL Mangalore.
- Scope of contract includes mobilization and supply of all resources (including consumables, manpower, supervision, transportation, tools, tackles and equipment), materials (other than those in ISPRL scope) etc. as specifies or as may be required for completion of all jobs in it's entirely.
- Description of work given here under provides an outline of the total jobs connected with the equipment/facility to give an idea of its scope, nature and sequence. However, all associated jobs /incidental to the main job are considered included in scope of jobs of the service provider, whether specifically mentioned or not. The service provider shall be responsible for completing the works entirely & in all respects, as per the specifications and recommendations given by ISPRL so as to facilitate trouble free commissioning and operation of the equipment.
- The overall scope divided into two parts, Lump sum scope of jobs and unit rate job scope. The details of the job scope, guiding specification and procedures, special terms and condition of contract, ISPRL scope of supply, applicable safety regulation, general terms and conditions, etc. are given in the following.
- Service provider to do a site visit to become familiar with the physical and other condition pertaining to the work or services to be performed and get acquainted with equipment layout, approach roads, etc.
- Service provider shall depute highly-skilled, skilled, semi-skilled and un-skilled manpower for Retrieval, Installation and commissioning of 1 no's seepage water pump. The Service provider shall provide their personnel with the appropriate personal protective equipment like safety shoe, safety helmet, safety belts, gloves, safety goggles, coverall etc.
- Lump sum job scope: Service provider shall carry out the lump sum job with their tools and tackles, Scaffolding materials and consumables on continuous basis including Sunday/holiday as per ISPRL instruction. The job is for retrieval, installation and commissioning of seepage water pump under the guidance of ISPRL and OEM (Framo) service engineer. The mobilization and demobilization shall be included at lumpsum job for loading/unloading of all materials and manpower assigning for preparation work.

- The submitted offer shall include all costs related to lodging, boarding, and transportation of the deployed personnel.
- The submitted offer shall also include mobilization and demobilization, Third Party Inspection (TPI) charges, fuel costs, and any other expenses related to the transportation and deployment of equipment.
- The service provider shall ensure that all equipment is in good working condition, certified, and operated by qualified personnel in compliance with applicable safety regulations
- Any consumables required over and above the minimum requirement required for completion of work should be provided at no extra cost to ISPRL.
- The service provider shall ensure good housekeeping of work area immediately after completion of job in any case not later than the winding up time of the day. The generated scrap should be shifted to the designed scrap yard. This is the part of the job and no separate payment shall be made for the same.
- The work duration will be approximately 14 days. The exact date of commencement will be communicated by ISPRL Mangalore.
- Working hours will commence upon the arrival of Hydra, Cranes Pick-up and manpower at ISPRL Mangalore.
- Working on Sundays/Holidays shall be considered as over-time duty.

SCOPE OF WORK:

All work in this scope of work will be performed under the direct supervision of the Framo supervisor/ISPRL Mangalore.

As a minimum, the following activities (but not limited to) are required to be carried out by the service provider for the retrieval, installation and commissioning of 1 no. of seepage water pump.

- Safe and efficient Retrieval of the failed seepage water pump from its operational location at a depth of 116.5m meters from shaft B area.
- Removal of lube oil from the pump by pressurizing with nitrogen and collecting the oil in a separate barrel.
- Removal of pipe stacks using hydra and crane, and their safe stacking by erecting scaffolding, are in the scope of service provider.
- Cleaning of the removed pipe stacks, if required, as per the instructions of the Framo Supervisor.
- Proper handling and transportation of the removed pump to a designated area within the ISPRL Mangalore facility.
- Safe and precise installation of the spare seepage water pump, which is available in the ISPRL warehouse.
- Leak test of lube oil tube joints during installation.
- Ensuring proper alignment, connection, and functionality of the installed pump**,** under the supervision of the Framo supervisor.
- Scaffolding erection and dismantling required for the retrieval and installation shall be in the scope of the service provider (approximate scaffolding quantity: 700m^3).

- All the crane, hydra, commercial pick-up, manpower and consumables required for Retrieval, installation and commissioning of the pump to be arranged by Service Provider. No separate payment for fuel and transportation will be made.
- All tools and tackles including non-sparking tools, N2 hose, fittings, hand torque wrench (12N-m to 200N-m), scaffolding pipe with fix clamp, swivel clamp and moving clamp required for the retrieval of seepage water pump 002-PM-SM-005B and installation spare pump to be arranged by Service Provider.
- All consumables like Nitrogen cylinder(6nos),wire brush, Emery Paper, tarpaulins, cotton waste cloth, wooden batons, Ply planks, grease, WD40, hand gloves, etc. are to be arranged by Service Provider.
- Providing a detailed job report carried out in day to day activity.

ISPRL SCOPE:

- All necessary spares of Framo pump and other assistance at site as required.
- Necessary co-ordination for gate pass, work permit etc.
- Lube oil for the Framo pump will be provided by ISPRL.
- Electrical power at specific point, service provider to make their own arrangement for further distribution

The service provider shall ensure the mobilization of the following manpower for the completion of the job in all respects:

Category	Designation	No. of Persons	Total No. of Days	Total No. of Man-Days
Highly Skilled	Mechanical Engineer	1	14	14
Skilled	Supervisor	1	14	14
	Riggers	2	14	28
	Safety supervisor	1	14	14
Semi-Skilled	Mechanical Technicians	4	14	56
	Scaffolders	2	14	28
Unskilled	Helpers	4	14	56

Eligibility for Manpower:

Category	Designation	Eligibility/Qualification required
Highly Skilled	Mechanical Engineer	Degree in Engineering with approx. 2 years of experience OR Diploma in Engineering with approx. 7 years of experience in Mechanical Maintenance work or related work in rotary equipment's in any industrial, preferably petroleum refineries.
Skilled	Supervisor	Diploma with at least 1 year of relevant experience or person having at least 5 years of experience in the field

		of rotary equipment repairs in any industrial, preferably petroleum refineries
	Riggers	Diploma with at least 1 year of relevant experience or person having at least 5 years of experience in the rigger field in any industrial, preferably petroleum refineries.
	Safety supervisor	Diploma with at least 1 year of relevant experience or person having at least 5 years of experience in the safety field in any industrial, preferably petroleum refineries
Semi-Skilled	Mechanical Technicians	ITI with at least 1 year of relevant experience or person having at least 3 years of experience in the field of rotary equipment repairs in any industrial, preferably petroleum refineries
	Scaffolders	ITI with at least 1 year of relevant experience or person having at least 3 years of experience in the field of scaffolding erection & dismantling jobs in any industrial, preferably petroleum refineries
Unskilled	Helpers	ITI or person having at least 1 year of experience in the field of rotary equipment repairs in any industrial, preferably petroleum refineries

Time Schedule:

1. The job is expected to be performed within 90 days from the date of work order.
2. Contractor shall mobilise the manpower and resources within 15 days of intimation from the EIC.

WORKING HOURS:

1)The normal duty hours (08 Hrs) shall exclude a lunch break of thirty minutes.

2)The working hours shall be synchronized with the FRAMO Supervisor's working schedule, and work shall commence at 0830 hours each day. Any changes in this schedule will be intimated.

SPECIAL CONDITIONS OF THE CONTRACT:

1)Delayed Completion Penalty Clause:

1) It is planned to complete the entire job within 14 days from commencement. In the event of a delayed completion of the job due to reason attributable to the contractor, a penalty equal to 5% of the total billed value will be imposed.

2) In case of any breakdown of mobilized equipment's like crane, Hydra, Pickup vehicle at site during the job, the contractor shall be responsible for the repair and bear all the expenses for bring back the equipment's to working condition immediately.

3) In case of any major breakdown, the contractor shall arrange and mobilize the replacement of equipment's at his own cost at the earliest so that the shutdown jobs will not get affected.

SAFETY PRECAUTIONS TO BE TAKEN BY CONTRACTORS WORKING IN AN OPERATING ISPRL Site:

- SMOKING / USING MOBILE PHONES INSIDE ISPRL IS STRICTLY PROHIBITED. Contractor shall ensure that all workmen employed do not smoke & use mobile phones inside the ISPRL premises.
- Photography & Videography using mobile phones are prohibited.
- Workmen shall not strike any arc or light naked flame without valid permit. They shall not be permitted to bring in any flammable materials or match box, lighter, mobile phones while entering the ISPRL premises.
- Contractor shall ensure that valid permits are available for doing the work. Contractor shall not start or continue any type of work without the valid permit.
- The contractor shall strictly adhere to all conditions and safety precautions mentioned in the work permits.
- The contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc. unless specifically directed to do so by Engineer-in-charge.
- All contract men shall wear Safety Helmets & Safety Shoes. They shall not be permitted to enter plant and work area without wearing SAFETY HELMET & SAFETY SHOES.
- Depending upon the nature of the job, contract men shall compulsorily wear Personal Protective Equipment such as Hand Gloves, Safety Belt While working at heights, Face Shield, Goggles, Boiler Suit etc. Safety belt to be certified by TPI for fitness and certificate to be submitted to In-charge.
- Contractor shall instruct his workers to stop all jobs immediately in case of fire alarm. Further they must leave the work site and proceed towards the designated areas.
- Contractor shall instruct his workers to stop all jobs immediately in case release of liquid/gas/toxic/hazardous chemicals etc, and report the concerned In-charge.
- The contractor shall ensure that his workmen do not move around freely inside ISPRL premises other than the assigned place of work & also do not sleep anywhere inside ISPRL premises.
- Consumption of intoxicating preparation or attending duty under the influence of such products is Strictly Prohibited.
- The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the In-charge any of the personnel found to be not maintaining good conduct and discipline, the Contractor shall remove such personnel immediately from ISPRL premises and provide alternate personnel.
- Contractor's vehicles/engines and permitted type of electrical equipment/tools, lifting tackles etc. that are required to be used inside operating units are to be certified by competent authority.
- ISPRL may suspend work at any time or terminate the contract for a pattern of frequent failure to adhere to Safety Laws, Regulations & Onsite-Safety Procedures.
- The crane and hydra shall have all valid statutory documents like registration certificates, load test certificate by authorized competent person, pollution test certificate and insurance etc.
- All mobile equipment shall be equipped with Spark arrestor.

PAYMENT TERMS:

Payment shall be made on the following basis:

1. Payment shall be made on the following basis:
   - For Line Item No. 1: Lump sum basis
   - For Line Item Nos. 2 to 15: As per actual man-days/hours consumed
2. The payment will be made within 30 days after submission of original invoice along with the detailed job report at ISPRL Mangalore as per the above mentioned clause. The payment shall be released by ISPRL head office at Noida on receipt of bill duly verified by Head Site. The payment will be made after deducting the statutory deductions like TDS etc.
3. Mode of payment : Through RTGS/NEFT.

TERMS & CONDITIONS FOR GST:

Vendor has to follow below mentioned Points before submitting the Invoice to ISPRL, Mangalore:-

1. ISPRL, being a co-developer is presently eligible for various benefits by way of exemptions, drawbacks and concessions from payment of tax and duties of Central and State levies on the supply of goods and services to co-developer under the GST regime wherein it is provided that:
   I. supply of goods or services or both, to a co-developer shall be treated as supply in the course of inter-State trade or commerce (IGST Supply) as per Section 7 & 8 of IGST Act; and
   II. Supply of goods or services or both to co-developer will be treated as "zero rated supply" under Section 16(1) of the IGST Act.
   III. Provide the following details in your invoice:

   Name: Indian Strategic Petroleum Reserves Ltd.
   Mangalore SEZ,
   Chandrahas Nagar, P.O. Kalavar,
   Via Bajpe, Mangalore – 574 142
   Tel: 08242881810|
   Email:sm.manglore@isprlindia.com
   ISPRL Mangalore GST No: 29AABCI3148M1Z9
2. Credit of input tax may be availed for making such zero-rated supply in terms of Section 16(2) of IGST Act. A registered person making zero rated supply shall be eligible to claim refund under the following options in terms of Section 16(3) of IGST Act,
   A. Contractor may supply under bond or Letter of undertaking without payment of IGST, and claim refund of unutilized input tax credit; or
   B. Contractor may supply on payment of IGST and claim refund of such tax paid
3. Contractor shall have registration under IGST Act for supply of goods or services or both to co-developer under GST Tax regime.
4. Contractors shall comply with the provisions of GST Law including providing GST invoices with proper endorsement & stamping as may be prescribed, and shall file

returns in a timely manner. Such other documentation for the supply, payment of taxes, as may be required by the GST Law or the rules made thereunder shall be followed by such Bidders/Suppliers/Contractors and enable ISPRL to comply with GST requirement in respect of any supply under this Tender/ Purchase/Work Order/Contracts.

5. ISPRL has complied with GST requirement in respect of any supply under this Tender/ Purchase/Work Order/Contracts.
6. Contractor to quote only the Basic price / Basic Value of the Contract exclusive of GST, wherein supply is "Zero Rated" (ISPRL being a co-developer). However, taxes if applicable on supplies, which are not a "Zero Rated Supply" or not exempted under GST tax regime, shall be borne by the Bidder/supplier/contractor.
7. In case Contractor has quoted applicable taxes extra in their offer (including pre-GST contracts) and if such taxes are subsumed in GST and/or falling under "Zero Rated supply" (ISPRL being a co-developer), then such taxes shall not be payable by ISPRL.

PROFORMA SCHEDULE OF RATES (SOR)

Name of the Bidder:

Bidder Address:

Sl.No.	Description	Quantity	UOM	Unit Rate in INR	Amount in INR
1	Lump sum jobs on seepage water pumps including all consumables and scaffolding materials.	1	Lump Sum		
2	Hiring of 180 MT Crane on 8 hrs basis including operator.	14	Days		
3	Hiring of Hydra of capacity 14MT on 8 hrs basis including operator.	14	Days		
4	Hiring of commercial Pick-up vehicle on 8 hrs basis including driver.	14	Days		
5	Charges for 180 MT crane on over time duty including operator.	64	Hour		
6	Charges for Hydra of capacity 14MT on over time duty including operator.	64	Hour		
7	Charges for commercial Pick-up vehicle on over time duty including driver.	64	Hour		
8	Charges, Highly- Skilled worker, Normal duty 8 Hrs.	14	Man Day		
9	Charges, Skilled worker, Normal duty 8 Hrs.	56	Man Day		
10	Charges ,Semi-Skilled worker, Normal duty 8 Hrs.	84	Man Day		
11	Charges ,Un-Skilled worker, Normal duty 8 Hrs.	56	Man Day		

12	Charges, Highly-Skilled worker , Over time duty.	64	Man Hour		
13	Charges, Skilled worker, Over time duty.	232	Man Hour		
14	Charges, Semi-Skilled worker, Over time duty.	344	Man Hour		
15	Charges, Un-Skilled worker, Over time duty.	232	Man Hour		
IGST - 0%					**0.00/-**
Total Amount with IGST - 0% (INR)					

Gross Total in Figure: _____

Gross Total in Words: _____

Annexure-2

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

BG NO: _____
DATED: _____
VALID UP TO: _____

To,
INDIAN STRATEGIC PETROLEUM RESERVES LIMITED

Dear Sirs,
In consideration of Indian Strategic Petroleum Reserves Limited (hereinafter called "the Corporation" which expression shall include its successors and assigns), having awarded certain work for and relative to _____ (Name of the Work) to_____ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Acceptance No._____dated_____read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents

We_____(Name of the Bank), a body registered/constituted under the_____Act, having our Registered Office/Head Office at_____ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee up to an aggregate limit of Rs _____(Rupees_____only)

AND the Bank doth hereby further agrees as follows: -

i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of _____ provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.

ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Security Deposit or to extend time for performance of the said Contract in whole

or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Security Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Corporation to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever

iii) The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/ undertaking or security for any indebtedness of the Contractor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

iv) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.

v) The liability of the Bank to the Corporation under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof

vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Contractor or the Bank or the Corporation shall not discharge the Bank's liability hereunder

vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

viii) Notwithstanding anything contained herein:

a. The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
b. This guarantee/ undertaking shall remain in force up to_____and any extension(s) thereof; and
c. The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before_____or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended

ix) The Bank doth hereby declare that Shri_____ (Name of the person signing on behalf of the Bank) who is_____ (his designation), is authorized to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this_____day of _____20_____.

Yours faithfully,
Signature: _____
Name & Designation: _____
Name of the Branch: _____
Dated: _____