

**INDIAN STRATEGIC PETROLEUM RESERVES LIMITED**

(A wholly-owned subsidiary of OIDB),

Ministry of Petroleum & Natural Gas



**TENDER NO: ISPRL/ROU/HO/MNG/02 DATE : 07.04.2026**

## INDEX

### **Nature of Work:**

**SLOPE STABILISATION WORKS FOR RESTORATION OF EXPOSED 42” PIPELINE AT CH.1.6KM- BALA AREA**

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### NOTICE INVITING TENDER

Tender No	ISPRL/ROU/HO/MNG/02 DATE: 07.04.2026
Brief Description of the requirement	<b>TENDER FOR SLOPE STABILISATION WORKS FOR RESTORATION OF EXPOSED 42" PIPELINE AT CH.1.6 KM</b>
Bid Type	<b>Two Bid</b>
Mode	Online through <a href="http://www.isprl.ewizard.in">www.isprl.ewizard.in</a>
Pre-Bid Conference	16.04.2026, 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	27.04.2026 @ 15.00 Hrs. (IST)
Date / Time of Technical Bid Opening	27.04.2026 @ 15.30 Hrs. (IST)
Offer Validity	120 days from Tender Document Submission date
Completion Period	150 days from the date of issue of LOA.
EMD	₹ 12,95,781 (BG is also acceptable)
SD Cum PBG	<b>10% of total Contract value</b> (BG is also acceptable and shall be submitted within 15 days of order and BG shall have validity till completion of Defect Liability Period plus three months for claim period)
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/ <a href="mailto:procleader-ho@isprlindia.com">procleader-ho@isprlindia.com</a> /+91-0120-2594639/+91-9449972571
Bidders are informed to check tender link on ISPRL website <a href="https://www.isprlindia.com/tenders.asp">https://www.isprlindia.com/tenders.asp</a> replies to queries raised during pre-bid meeting, any clarifications, corrigendum, addendum etc.	
Address to submit the EMD etc	<b>Chief Manager (Materials)</b>  <b>Indian Strategic Petroleum Reserves Limited</b> <b>OIDB Bhawan, 3rd Floor, Plot No. 2, Sector – 73</b> <b>Noida – 201301, Uttar Pradesh, India</b> <b>Email: <a href="mailto:procleader-ho@isprlindia.com">procleader-ho@isprlindia.com</a></b> Tel: +91-120-2594639  Mob: + 91-9449972571  (Please mention tender number on the envelop)

**This being a Works Contract "MSME Benefits" are not applicable**

### **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).

ISPRL intends to float tender for slope stabilization work for restoration of exposed 42” pipeline at Ch.1.6 through public/open tender at ISPRL Mangalore.

### **INSTRUCTIONS TO BIDDERS (ITB):**

1. All bidders are required to read these conditions carefully and submit one set duly signed by them as token of having read, understood and accepted the conditions, along with information called for by ISPRL.
2. The Bidding document shall be read in conjunction with any amendment(s) issued.
3. Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.
4. No assumption, stipulation, deviations from terms and conditions or presumptions, etc. shall be made by the Bidder while submitting the offer in the Price Part of the Tender. The liability of obtaining all necessary clarity with respect to the tender, its technical aspects and pricing shall be on the Bidder. ISPRL shall be under no obligation whatsoever to entertain any tender bid which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and would have the option to reject such bid.
5. Bidders shall submit all valid documents including supporting documents with reference to PQC/ Technical data sheets/ technical and commercial documents / validation(s) / authorization(s) by competent authorities’ etc. in the first instant itself. ISPRL reserves the right to complete the evaluation based on the details

furnished during the initial bid submission without seeking any additional information or correspondence.

#### **6. Submission of Bids:**

Bidder shall submit the offer in two parts through e-Tender website <https://ispri.ewizard.in>.

**Price Bid will be accepted only through online mode.**

In case offer received through manual mode without online submission through e-Tendering site will not be accepted at any circumstances.

#### **Part -1 Technical Bid**

Bidders are required to serially number all the pages being appended by them as part of submission to the Technical bid. Such numbering shall include, Covering letter, Technical specifications, items list being offered, Drawings, Specification, Certificates, Catalogues, Compliance or Deviation statements, etc. as applicable to this Tender and create an Index Page with headings and corresponding page numbers. In addition to this, all pages of the Tender Documents issued by ISPRL shall be digitally signed on all pages and to be submitted in e tender portal.

#### **Part -2 Price Bid**

Contain only Price Bid of the offer.

7. Date and Time of Price bid opening shall be advised separately to the technically qualified bidders.
8. In case of EMD, the parties are requested to send EMD of prescribed value by E-payment in the name of **M/s Indian Strategic Petroleum Reserves Limited, Noida**. ISPRL will not be responsible for any loss / non-receipt of tender/ EMD etc. Date format should be "DD.MM.YYYY" (Date/Month/Year) format. EMD shall be paid electronically, proof of the same shall be provided.
9. Bidders may attend Pre Bid Meeting /Technical Bid/ Price Bid Opening at own expense and interest. Queries if any, to be sent 2 days prior to pre bid meeting.
10. Bidder/Agency has to ensure that their manpower should have proper PPE's while executing the work. PPE's will be in the scope of bidder.

11. Before execution of the job bidder/agency has to understand ISPRL safety guidelines and has to follow them. It is mandatory that every labour must follow site rules and regulations
12. No transport arrangement will be given by the client for bringing the bidders manpower, machineries and their supply materials to the site. The vehicle arrangement will be completely in the scope of bidder. However, ISPRL will arrange the MSEZ gate pass for their vehicle and manpower.
13. All the Rates given in the Tender must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct. In case of any differences between unit rates and totalized rates quoted by the bidder, then the unit rates shall prevail.
14. Any corrigendum / amendment to the tender will be uploaded on ISPRL website <https://isprl.ewizard.in/> and will not be published through press advertisement. Prospective bidders should visit the above ISPRL website/ e-Procurement site from time to time to make note of corrigendum / amendment if any. ISPRL will not be responsible for non-receipt of communications in this regard.
15. Deviation on Pre-Qualification Criteria (as applicable) and Bidders' Evaluation Criteria is not acceptable and such Bids having any deviation are liable for rejection.
16. Suppliers shall send GST Invoices/ Debit Notes/ Commercial Invoices for the associated delivery costs including Freight along with the main invoice for material supply, failing which ISPRL shall not be responsible for payment of such dues subsequently.
17. In case any of the documents/details submitted are found to be false/fake/incorrect, ISPRL reserves right to reject such bids /forfeiture of EMD/Security Deposit/Cancellation of Work Order/ including placing such vendor(s) / Bidder (s) on Holiday Listing.
18. ISPRL has discontinued publication of Tender Advertisements through newspapers or any other print media.
19. The complete Tender/Bidding document is available for view/download on ISPRL website <https://isprl.ewizard.in/>

20. Further replies to pre-bid queries, all updates, Corrigenda, Addenda, Amendments, Extension in last date of submission of bid, Clarifications etc.,(if any) to the Tender/Bidding document will be hosted on above indicated websites.
21. Bidders should regularly visit above indicated website to keep themselves updated.

# 1. PRE-QUALIFICATION CRITERIA (PQC)

## A) PREQUALIFICATION CRITERIA- TECHNICAL

1. Bidder on his own should have executed and completed slope stabilization works having minimum 6m height during last 7 (seven) years, ending on last day of the month immediately previous to the month in which last date of bid submission (in case of extended bid submission date, original bid submission date shall be considered) falls:-

i. One completed contract of slope stabilization work of minimum fascia area of 720m<sup>2</sup>.

OR

ii. Two completed contracts of slope stabilization work each of minimum fascia area of 540m<sup>2</sup>.

## DOCUMENTATION REQUIRED WITH BID

1. The bidder, in his own interest, shall furnish complete documentary evidence to justify that the bidder meets the Qualification criteria as given above.

The documents to be furnished should include the following:

1.1 In case the job is completed by a bidder as a main contractor then, following documents shall be submitted in support of meeting the Bidder Qualification Criteria:

- a) Work order (WO)/ Fax of Acceptance (FOA)/ Letter of Acceptance (LOA)/ Letter of Intent (LOI)/ Purchase Order (PO) of slope stabilization work mentioning the value and the scope of work.
- b) Documentary evidence of successful completion of slope stabilization works from the end User/ Owner/ PMC in the form of completion certificate (having co-relation with WO/FOA/LOA/LOI/PO) with proof of the extent of work, giving the total fascia area and height of the stabilized slope.

Bidder may also submit duly certified final RA bill issued by End user/Owner/PMC or approved design calculations and drawings of stabilized slope if completion certificate does not contain details to substantiate BQC requirements.

1.2 Works executed by a bidder on sub-contract basis shall also be considered for qualification. With regard to sub-contracted work order, the documents to be furnished should include the following:

- a) Work order (WO)/ Fax of Acceptance (FOA)/ Letter of Acceptance (LOA)/ Letter of Intent (LOI)/ Purchase Order (PO) of slope stabilization work mentioning the value and the scope of work issued by main contractor.
- b) Completion certificate of slope stabilization work from the End User/Owner/PMC and completion certificate from the Main Contractor. The Completion certificate shall be supported with proof of the extent of work, giving the total fascia area and height of the stabilized slope. However, in case bidder is not able to furnish the completion certificates

from the End user/Owner/PMC in his name, then he shall furnish a copy of the approval by End user/Owner/PMC for engaging the bidder as a sub-contractor.

Bidder may also submit duly certified final RA bill issued by Main contractor or approved design calculations and drawings of stabilized slope if completion certificate does not contain details to substantiate BQC requirements.

1.1.8 The failure to meet the above qualifying criteria will render the bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence including certificates from the Client(s) of work executed, to justify that the bidder meets the qualifying criteria as given above.

	<b>Description</b>	<b>Amount</b>
1	One similar completed works, costing not less than	<b>5,57,75,001.47</b> Five Crore Fifty-Seven Lakh Seventy-Five Thousand One and Forty-Seven Paise only
2	Two similar completed works, each costing not less than	<b>3,48,59,375.92</b> Three Crore Forty-Eight Lakh Fifty-Nine Thousand Three Hundred Seventy-Five and Ninety-Two Paise only
3	Three similar completed works, each costing not less than	<b>2,78,87,500.74</b> Two Crore Seventy-Eight Lakh Eighty-Seven Thousand Five Hundred and Seventy-Four Paise only

**Note:**

“Similar work” is defined as any civil job which included slope stabilization. Bidder should also have experience of deploying men and machinery for such job. Nature of these jobs should have been carried out in any Government/ semi Govt. / PSUs/ Institutions/Reputed Organizations/ or Autonomous Bodies. The work completion certificate should mention the details of work executed, the date of commencement and date of completion of the work.

**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 ₹ 2,09,15,625.55 (Rupees Two Crore Nine Lakh Fifteen Thousand Six Hundred Twenty-Five and Fifty-Five Paise only ). This should cover either

the periods FY 2021-22, FY 2022-23, and FY 2023-24, Or FY 2022-23, FY 2023-24, and FY 2024-25.

**1. OTHER CRITERIA:**

Bidder is required to provide the following documentary proof in support of meeting Pre- Qualification Criteria (PQC) along with their technical bid:

1. With regards to financial documents, the bidder is required to submit a financial statement of three years which are duly certified by the statutory auditor.
2. 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.
3. 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.
4. The bidder should not be under Holiday Listing / Blacklisting period by any Government Body / PSU during the tender period. An undertaking to this effect to be submitted by the vendor . If No then bidder has to submit in writing on their letter head
5. The copies of following documents shall be attached with technical bid
  - a. Firm registration details
  - b. GSTIN Details
  - c. PAN Card Details
  - d. Bank Details

**6. Joint venture / Consortium bids shall not be permitted for this tender.**

7. Annual reports containing Audited balance sheets and Profit & Loss statement duly certified by Chartered Accountant in support of their fulfilling the qualification criteria. (In case of audited annual accounts for the financial year 2024-25 are not available, the provisional annual accounts duly certified by Chartered Accountant in practices to be submitted wherever applicable.

8. Bidder must have a positive net worth in the immediately preceding financial year from the date of bid.
9. Bidders should submit a complete set of bid documents with seal sign in all pages as an indication of their acceptance of the terms and conditions.

**Note:**

1. Bidder shall furnish documentary evidence covering similar work mentioned above, but not be limited to: Copies of PO/WO copy along with Invoice Copy or Order Completion Certificate. delay
2. **All documents furnished by bidder in support of meeting the experience criteria of PQC shall be EITHER “Duly certified by Statutory Auditors of the Bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder(s) company/firm) where audited accounts are not mandatory as per law. ALTERNATIVELY, “Duly notarized by any Notary Public in the bidders country.**
3. ***Works carried out under Sub-Contract without consent from Principal Client/Owner will not be considered as Similar Completed Work.***
4. ISPRL reserves the right to cross-check the documents/ information so provided or seek information / documents from bidders, in addition to details furnished in original bid, to complete the evaluation.

**2. 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.
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.

### **3. 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 **₹ 12,95,781 (Rupees Twelve Lakh Ninety Five Thousand Seven hundred Eighty One 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.** 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.
- IV.** For Successful bidders the EMD /Bid security shall be returned once the Security deposit is submitted.

### **3. TIME PERIOD FOR COMPLETION**

Work shall be completed within 150 days from the date of issue of LOA.

### **4. SUBMISSION OF BID & VALIDITY**

- I.** Bids are required to be submitted only through e-Procurement Portal at <https://ispri.ewizard.in> on or before the Bid submission date and time. Bidders are required to enroll on the e-Procurement portal (URL: <https://ispri.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

### **5. GENERAL**

- I.** The complete Bidding Document is available on e-Procurement Portal (website: <https://ispri.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://ispri.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://ispri.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.

## **INSTRUCTIONS TO BIDDERS**

### **1.0 INTRODUCTION**

ISPRL intends to engage suitable manpower service provider for works related to office and plant housekeeping. 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 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.

### **4.0 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://ispri.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

### **5.0 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.

## **6.0 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

## **7.0 COMPLIANCE TO BID REQUIREMENT**

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

## **8.0 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
  - 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)**

## **9.0 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.

## **10.0 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.

#### **11.0 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

#### **12.0 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.

#### **13.0 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.

#### **14.0 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.

#### **15.0 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

#### **16.0 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 ad hoc 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.

#### **17.0 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.

#### **18.0 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.

#### **19.0 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.

#### **20.0 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.

#### **21.0 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 username 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 document constitutes a Contract for the execution of the job as defined in the tender document at the specified location.

**1.2** The tenderer for the afore mentioned item of work is the company/proprietary concern/individual as detailed in the unpriced bid. The undersigned (digitally) is duly authorized to submit the bid on behalf of the tenderer.

**1.3** The terms and conditions stated herein shall govern the Contract for execution of the work mentioned under Clause 1.1 above.

**1.4** It is mutually understood between Indian Strategic Petroleum Reserves Limited (hereafter referred to as "Owner") and the tenderer that, in the event the bid of the tenderer is accepted by the Owner, and a Procurement Order is issued, this document shall form an integral part of the Contract between the parties and its terms and conditions shall be binding.

**1.5 Interpretation of Contract Documents:** All documents forming the Contract shall be read together and interpreted as mutually explanatory. In case of any discrepancy, inconsistency, error or omission, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be final and binding, and not subject to arbitration. Works indicated in drawings but not explicitly described in specifications, or vice versa, shall still be considered included.

**1.6 Special Conditions of Contract:** These, wherever applicable, shall be read in conjunction with the General Terms and Conditions, specifications, drawings, and all other Contract documents. All sections are complementary and must be read as a whole. In case of any misunderstanding, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be final and not arbitrable.

**Note:** Wherever it is stated that the Contractor shall perform a task or provide a facility, such action shall be at the Contractor's own cost, unless otherwise agreed, and shall not be reimbursed by the Owner.

**1.7 Order of Precedence of Documents:** The following documents shall have the order of precedence as listed below, with the first document having the highest priority (Ref: Annexure 22 – Govt. Guideline Sr. No.12):

1. Contract Agreement
2. Detailed Letter of Acceptance and its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to the job)
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 post-signing shall supersede the relevant clauses of the original contract.

## 2. DEFINITIONS

- In this Contract, unless the context indicates otherwise, the following terms shall have the meanings assigned below:
- **2.1 Agreement:** Shall be read as "Contract".
- **2.2 Authority:** Refers to the Chief Executive Officer and Managing Director (CEO & MD) or any authorized person.
- **2.3 CEO & MD:** The head of Indian Strategic Petroleum Reserves Limited or their authorized representative.
- **2.4 Change Order:** Written instruction by the Owner/Engineer-in-Charge for additions, deletions, or alterations in the Work.
- **2.5 Construction Equipment:** All appliances and tools used in execution, excluding those forming part of Permanent Works.
- **2.6 Contract:** Includes tender documents, the procurement order, and related instructions, drawings, and modifications.
- **2.7 Contractor:** The accepted tenderer, including legal heirs, successors, and permitted assignees.
- **2.8 Drawings:** Includes all technical drawings and approved modifications.
- **2.9 Engineer-in-Charge/Site-in-Charge:** Appointed by the Owner to oversee execution.
- **2.10 Owner:** Indian Strategic Petroleum Reserves Limited.
- **2.11 Permanent Work:** Work to be handed over to the Owner upon completion.
- **2.12 Project Manager:** Appointed official of the Owner responsible for project oversight.
- **2.13 Site:** The location of execution as defined by the Contract.
- **2.14 Specifications:** All technical and standard specifications applicable to the work.
- **2.15 Sub-Contractor:** Approved third party to whom part of the work is assigned by the Contractor.
- **2.16 Temporary Work:** All supporting works not forming part of the final deliverables.

- **2.17 Tender/Tenderer:** Submission of offer and the person/firm submitting the offer.
- **2.18 Work:** The total scope including extra, additional, and altered works necessary for completion.

### **3. SUBMISSION OF TENDER**

**3.1** Tenderers are advised to visit the site and acquaint themselves at their own cost with all aspects affecting the execution, including roads, soil, land conditions, water and power availability. No claims will be entertained later on these grounds, and such matters shall not be arbitrable.

**3.2** It is the responsibility of the Tenderer to ensure correctness and sufficiency of the rates quoted. These rates shall cover all obligations under the Contract.

**3.3** No work shall be considered extra unless explicitly outside the Contract's scope and approved in writing by the Owner or Engineer-in-Charge. Their decision is final.

**3.4** Tenderers must clarify any doubts with the Owner prior to submission. No claims shall be accepted post-submission.

**3.5** Unless otherwise specified, no escalation in rates shall be entertained during the entire duration of the Contract.

**3.6** Quantities are indicative. Approved rates apply for variation up to  $\pm 25\%$  of Contract value. Final quantities will be based on joint measurement sheets.

**3.7** The Owner reserves the right to accept or reject any tender without assigning reasons. No disputes shall be raised in this regard.

**3.8** The rates quoted must include all costs (materials, transport, tools, admin, etc.), excluding materials agreed to be supplied by the Owner.

**3.9** Employees of Government/Public Sector Undertakings must comply with applicable rules. Violation will result in forfeiture of Earnest Money and termination of Contract.

**3.10** Tender validity shall remain as prescribed in the tender. Withdrawal or variation without Owner's written consent shall lead to forfeiture of Earnest Money.

**3.11** Prices shall remain firm throughout the bid validity period.

**3.12** Work must adhere to approved specifications. Deviations require written approval. Cost benefits shall pass to the Owner.

**3.13** The Contractor shall transport all materials and maintain site cleanliness post-execution. All applicable taxes/charges are to be borne by the Contractor.

**3.14** No other work shall be performed within Owner's premises without prior written permission.

**3.15** Contractor must follow all safety and statutory regulations. Damages due to non-compliance shall be the Contractor's responsibility.

**3.16** The Owner reserves the right to amend the scope of work at any time. No compensation shall be entertained for such changes.

**3.17** Subletting of work is not permitted without prior written consent of the Owner.

**3.18** All tender documents must be signed and dated by the Tenderer or an authorized representative.

**3.19** All rates must be quoted in English, in both figures and words. Discrepancies will be resolved as follows:

(a) Rate matching the calculated amount shall prevail.

(b) If both match but amount is incorrect, the quoted rate shall prevail.

(c) If rate is unclear, the rate in words shall be considered.

**3.20** All corrections must be signed and dated. Overwriting is not permitted.

**3.21** Transfer of tender documents is not allowed. Only the intended recipient may submit the tender.

**3.22** Incomplete tenders are liable to be rejected. The Owner's decision shall be final.

#### **4. DEPOSITS**

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

The tenderer will be required to pay a sum as specified in the covering letter, as earnest money deposit along with the tender either thru a crossed demand draft or a non-revokable Bank Guarantee in favour of Indian Strategic Petroleum Reserves Limited, from **a bank from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed)** payable at in favour of Indian Strategic Petroleum Reserves Limited, in the proforma enclosed or through e-payment. The earnest money deposit will be refunded after finalization of the contract.

##### b) SECURITY DEPOSIT:

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of Ten percent (10%) of the total contract value in the form of account payee crossed demand draft drawn in favour 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.

1% of PO/Contract value as 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 / Bank guarantee or through e-payment beyond 50,000/-. Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank. Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items): 10% of PO value

- For CVR items : 10.0 lakhs or 5% of the order value whichever is lower. Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

## **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 permission 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.

### **5a. 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 these 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 centre 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 authorised 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 programme 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-in- charge 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 EIC of the Owner shall grant a Provisional extension of time, pending a decision on the request.

5.d.3 The concerned EIC 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**

Notwithstanding 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 any mark in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

5.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 / 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 place of 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.l. 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) the 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 licences 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**

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-Incharge/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.

#### **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.

### **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 labours 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 Contractor 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, 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 produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

Contractor shall at his own expense cover all the workmen engaged under him under "Pradhan Mantri Surksha 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 to 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 15 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 the final adjustments of the quantities of material measurements of work and adjustments of amounts etc. in the final bill.

7.4. The final bill shall be submitted by the Contractor within one 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 authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge.

If, however, they are absent for any reasons whatsoever, the measurement will be taken by the 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 7 days of submission of the Bill by the Contractor.

### **7.c. RETENTION MONEY**

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 / State enactments, in respect of sale of goods / services covered under this bid shall be to ISPRL's account, so long as:

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of incurrance of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

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

State or Local Government agency or authority.

Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the 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 for the 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 any materials 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. Steel and Cement maybe supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.

7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.

7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.

7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.

7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.

7.f.6. The contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.

7.f.7. Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.

7.f.8. All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.

7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.

7.f.10. The contractor shall not remove from the site any cement bags at any time.

7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing at least 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.

7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.

7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned

by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

## **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 authorised 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.

### **82b. 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 terms 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 judgement 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 authorised 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 of 15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the contractor for the amount realised. 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 thereupon 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) ionising 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 lumpsum 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 Competent Authority 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.

#### **14 A. 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 the 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: All tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is Rs 50 lakhs & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

18. 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, 1996 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, 1996 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 is the subject matter of Conciliation.
- 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 defined legal relationship in the form 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 defined 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 competent authority 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 competent authority 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:

- i. A person who has been adjudged as insolvent or is of unsound mind or physically incapable of performing the work of a Conciliator.
  - ii. 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)
  - iii. A person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority and are pending or, has resulted in a punishment.
  - iv. 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 1\vo 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 excepted 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 for 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 so as 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 make 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 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 for 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 of Rs.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 in particular '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 Party's viewpoints without, however, diluting the correct factual position.

c) 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 in regard to any one or only some of the issues referred for Conciliation, an Agreement of Settlement may be signed in regard to 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 effect 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 will 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 effect as if it is an arbitral award on agreed terms on the substance of the dispute, under Section 30 of 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 course of the Conciliation proceedings and the contents of any terms 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 in the course of 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 fails 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-TIT 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 (insert 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, 1996 and ISPRC 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:

## **Special Conditions of Contract**

### **1.0 SITE VISIT**

- I. Bidder is 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 Head Site ISPRL Mangalore for the purpose of necessary site visit and forward their request in advance to [dy-headsite@isprlindia.com](mailto:dy-headsite@isprlindia.com).

### **2.0 SITE CONDITION**

Approximately 100 meters of the 42" pipeline is exposed along a steep slope near Ch.1.6 km at Bala village. Due to soil erosion, the surrounding earth has been washed away, and the pipeline is currently supported by a sandbag pyramid as a temporary measure.

Following terms shall over rule the terms and conditions mentioned in General Conditions of Contract (GCC)

1. Earnest Money Deposit (EMD): The EMD of successful bidder shall be refunded after receipt of Security Deposit. The original BG towards EMD shall be submitted in the form as prescribed in the tender. The BG shall be valid for a period of 180 days from the bid closing date.

ISPRL will not be responsible for loss or late / non receipt of EMD.

- i. No interest shall be payable on Earnest Money Deposit.
- ii. Late receipt of EMD will be summarily rejected.
- iii. No Cheques will be accepted towards EMD.

Tender will be summarily rejected under following circumstances

- i) EMD submitted in form of cheque.
- ii) The name of tender mentioned in the BG is different from the tender for which bids have been invited.

- iii) The firm on whose behalf the BG has been furnished is different from the bidder
- iv) The EMD is not of prescribed/requisite value.
- v) The validity of the BG is less than the stipulated period.

Earnest Money is liable to be forfeited if tenderer.

- i) Withdraws or modifies offer in full or part during the validity period.
- ii) Failure of the bidder to honor their offer.
- iii) Non acceptance of Purchase / Work Order placed by ISPRL.
- iv) Does not Confirm of acceptance of order within the stipulated time after placement of order.
- v) Inability to perform satisfactorily after receipt of order in case of successful bidder.
- vi) If document(s)/certificate(s) submitted along with the bid are found false/fake, fabricated, incorrect information.
- vii) The name of the tender mentioned in the BG is different from the tender for which bids have been invited.
- viii) The firm on whose behalf the BG has been furnished is different from the bidder.

For other details refer clause (4) mentioned in GCC.

2. Security Deposit (SD): The SD shall be 10 % of basic value of the contract.
3. Payment of Bills: Payment against all bills shall be released within 30 (thirty) days from the date of receipt of the bill, subject to verification and acceptance. All payments shall be made through online mode. Accordingly, the vendor shall submit a duly filled and bank-certified Vendor Mandate Form to enable ISPRL to process payments electronically. For other details refer clause (7) mentioned in GCC.
4. Retention Money: No Retention Money shall be deducted. However, any excess of expenditure incurred by ISPRL, other than SD cum PBG value, on account of damage or defect shall be payable by the vendor. For other details refer clause (7c) mentioned in GCC.
5. Materials to be supplied by the Owner: ISPRL shall not supply any material for execution of the contract as mentioned in clause 7f of the GCC.

## **INTEGRITY PACT**

ISPRL has implemented Integrity Pact in line with Government guidelines. The Integrity Pact document is enclosed herewith. The said document is required to be signed in all the pages by the signatory of the bidder, who is authorized to sign the bid documents and, shall be submitted by the Bidder along with the techno-commercial bid documents. The Bidder's failure to submit the duly signed Integrity Pact shall result in the bid not being considered for further evaluation.

ISPRL has appointed following Independent External Monitors (IEMs).

**1. Shri Rajvir Singh, IA&AS (Retd)**

- [Email: Rsgodara1963@gmail.com](mailto:Rsgodara1963@gmail.com), [Singhrajvir@cag.gov.in](mailto:Singhrajvir@cag.gov.in)
- Mobile: [+91 8700466366](tel:+918700466366)

**2. Shri Narla Venkata Raja Shekhar, IFoS (Retd)**

- [Email: nvrajashekar@hotmail.com](mailto:nvrajashekar@hotmail.com)
- Mobile: [+91 9836332132](tel:+919836332132)

Bidders may raise disputes/complaints, if any, with these IEM. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. In the event of any dispute between the management and the contractor, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. The fees/expenses on dispute resolution shall be equally shared by both the parties.

## **INTEGRITY PACT**

### **Between**

Indian Strategic Petroleum Reserves Limited (ISPRL) hereinafter referred to as "The Principal",

### **And**

..... hereinafter referred to as "The Bidder/Contractor/Supplier"

### **Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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For the Principal

For the Bidder/Contractor/ Supplier

## **Section 2 - Commitments of the Bidder / Contractor/Supplier**

- (1) The Bidder / Contractor/Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder / Contractor/Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder / Contractor/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder / Contractor/Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor/Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidders(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupees only.
  - e) The Bidder / Contractor/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor/Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

.....

.....

For the Principal

For the Bidder/Contractor/ Supplier

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor/Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor/Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

### **Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders / Contractors /Suppliers/ Subcontractors**

- (1) The Bidder/Contractor/Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors / Suppliers and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Punitive Action against violating Bidders / Contractors / Suppliers/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - Independent External Monitors**

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CEO & MD ISPRL.

.....

For the Principal

.....

For the Bidder/Contractor/ Supplier

- (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the CEO & MD ISPRL within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CEO & MD ISPRL a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and CEO & MD ISPRL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in Writing. Side agreements have not been made.
- (3) If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal  
Supplier

For the Bidder/Contractor/

Place .....

Witness 1 . .....

.....  
(Signature/Name/Address)

Date .....

Witness 2 . .....

.....  
(Signature/Name/Address)

## **Scope of Work/Services:**

### **SPECIFICATION FOR SLOPE STABILISATION WORKS FOR ISPRL**

#### **1.0 GENERAL**

- M/s Indian Strategic Petroleum Reserves Limited (ISPRL), a Special Purpose Vehicle (SPV) established by the Oil Industries Development Board (OIDB), operates a 42" crude oil pipeline approximately 36 km long, running between the Intermediate Valve Station (IVS-4) and the Padur Cavern.
- During the 2024 monsoon, unprecedented rainfall in the Mangalore region caused severe soil erosion, exposing approximately a 100-meter section of the pipeline around Ch.1.6 km. Following site inspections, temporary measures were implemented by the Owner to stabilize and support the pipeline. Subsequently, ISPRL approached Engineers India Limited (EIL) for permanent restoration of the slope at the Bala Right of Use (RoU) area, including pipeline support, backfilling, and associated works. The site photographs are attached in APPENDIX II.
- The location of the exposed pipeline is as under:



- The scope of work for this tender includes permanent restoration of ROU, providing complete protection to the exposed 42" pipeline by stabilizing the slope/ ROU at Ch.1.6 km at Bala. For subsoil profile, available field borelog sheet is attached in APPENDIX I for reference.
- Bidder is strongly advised to visit the site (before submitting the bid) to become fully acquainted with the existing site conditions. No extra claim at a later date shall be entertained due to non-familiarization with site conditions.

## **2.0 SCOPE**

### **2.1 Brief Scope of Work**

The scope of work covers slope stabilization works including construction of piles, installation of anchors, and construction of RE wall/Gabion wall including supply of all materials & resources (plant/machinery/manpower) and all associated civil works as per drawings, specification and instruction of Engineer-in-charge.

Scope of tender includes slope stabilization works (including construction of piles, installation of anchors, and construction of RE wall) of approx. 1800 m<sup>2</sup> fascia area with slope height of 12m (Approx.) & its associated civil works, quality control tests, supply of all material as per schedule of rates (SOR), construction of temporary approaches, temporary protection to pipeline using sand bags, piling works, installation of anchors, setting out and erection of all slope stabilization materials (i.e. drainage pipes, geogrid reinforcement laying, geotextile laying, sands filling, crash barrier, etc.), implementation of ground improvements as per requirements, supply of plant/machinery/manpower and supply/erection of all necessary temporary formwork, scaffolding all lifts and leads, complete as per provided drawings & instruction of Engineer-in-charge.

### **2.2 Detailed Scope of Work**

The Contractor's detailed scope of work shall include, but is not limited to, the following:

- 2.2.1** Installation of contiguous piles, mechanically stabilized earth (MSE) wall, laying of geosynthetic materials, shotcreting with wire mesh, PCC, Self Drilling Anchors (SDA), grouting, nail head connection, load tests

of SDA, horizontal drainage pipes, restoration of existing drains, and all associated civil works as per drawings, specification and instruction of Engineer-in-charge.

- 2.2.2 Earthwork excavation in all types of soil, soft rock, and hard rock, including dewatering activities below ground level for all types of soil.
- 2.2.3 Backfilling at all depths with suitable soil, and transportation of surplus earth, debris, rocks, etc., to a designated location as identified by the contractor.
- 2.2.4 PCC works, including lean concrete, at all required depths and heights.
- 2.2.5 Dismantling/demolishing of PCC structures, roads, etc., at all depths below plinth level and all heights above plinth level, including transportation of waste/debris to a location identified by the contractor.
- 2.2.6 Obtaining all required permissions and work permits (if any) from concerned authorities for executing slope rectification works.
- 2.2.7 Developing a detailed methodology for execution of the work keeping in view of the site conditions including accessibility of the site, availability of materials, accessibility of equipment and other environment parameters. The methodology for execution of works shall be submitted to **Owner/Owner's representative** for review and approval. The methodology shall also cover the construction equipment proposed to be deployed by the Contractor.
- 2.2.8 Any other work not specifically listed above but required for completion of the works to the satisfaction of the Owner.
- 2.2.9 Horizontal drainage pipes shall be installed in such a way that the grout of nails does not choke the perforations of the horizontal drainage pipes.
- 2.2.10 It is incumbent upon the bidder to seek all technical clarifications concerning the job prior to the bid preparation. No such clarifications shall be entertained after the award of job. Notwithstanding this, the decision of Engineer-in-Charge, in case of any disputes shall be final. However, it must be clearly understood by the contractor that any extra claim and/or time extension shall not be granted under any circumstances.

### **3.0 MATERIALS**

## **4.1 Gabion**

### **4.1.1 Gabion Box**

Gabion box shall be made up with 2.7mm internal diameter steel woven wire with Zn + Ultraviolet resistant PVC coating. The mesh of 10x12 (100mmx120mm maximum size) is to be prepared by double twisting the wire and fabricated into gabion of size 1.0mx1.0mx1.0m.

The mesh panels are reinforced at all the edges with wires of larger diameter (i.e., Edge/Selvedge wire) than that used for manufacturing the mesh, to strengthen and to facilitate construction. The gabion boxes shall be tied after placement with the wire of same material (i.e., lacing wire) used for gabion making. The soft temper steel wire used for the manufacture of gabions and the lacing wire shall be as per IS 16014 (latest revision) and shall have a tensile strength of 350-550 MPa as per IS 280 (latest revision).

Gabion shall comply with IS 16014:2018 and bear the standard mark under a license or certificate of conformity from BIS.

### **4.1.2 Stones for Gabion Box**

Boulder/stone sizes for gabion shall vary from 250mm down to 120mm with preferably one face flat & shall be clean, sound, compact and hard rock of good quality. The rock shall meet the following requirement:

- i) Specific gravity greater than 2.6
- ii) Minimum density of stone 2600Kg/cum
- iii) Minimum crushing strength of 60MPa
- iv) Maximum water absorption of 4% by weight
- v) Aggregate impact value less than 30%
- vi) Los Angele abrasion value less than 30%

The rock samples shall be tested as per BIS codes. One set of laboratory test shall be carried out for every 1000T of rock and test results to be submitted to Engineer-in charge for review/approval.

#### 4.2 Geotextile

Geotextile (Terram 1000 or equivalent) shall be laid as per the issued drawings for separation and filtration purposes. Jointing, stitching, overlapping, and other laying methods shall follow the manufacturer's specifications. Any equivalent product proposed to be used shall be submitted to the Engineer-in-Charge for approval **prior to application**, without any additional cost or time implication to the Owner. Geotextile shall conform to the specified properties and IS 16393. Geotextile should bear the standard mark under a license or certificate of conformity from BIS.

Properties of the geotextile shall be as follows:

Property	Test Standard	Value
Tensile Strength	EN ISO 10319	8 kN/m
Elongation	EN ISO 10319	24%
Tensile Strength at 5% Elongation	EN ISO 10319	3.4 kN/m
CBR Puncture Resistance	EN ISO 12236	1500 N
Permeability (H50)	EN ISO 11058	$100 \times 10^{-3}$ m/s
Mass per Unit Area	EN ISO 9864	120 g/m <sup>2</sup>

#### 4.3 HDPE Pipe for Horizontal Drainage

Partially perforated HDPE drainage pipe of 15m in length & 110mm diameter (minimum 6 Kg/cm<sup>2</sup> pressure) wrapped in Geotextile of type Terram 1000/Equivalent shall be used as horizontal drainage pipe.

#### 4.4 Self Drilling Anchors (SDA)

For the material specifications and installation methodology of Self-Drilling Anchors (SDA), refer to Document No. C046-000-81-47-SP-0012, attached with the tender.

#### **4.5 Piling**

Specifications for bored cast-in-situ RCC piles are detailed in Document No. C046-000-81-47-SP-0013, attached with the tender.

**Available field borelog is attached in Annexure-I for reference. The contractor is required to deploy suitable rigs and machinery for the construction of the piles.**

#### **4.6 Geogrid Reinforcement**

The flexible Geogrid shall be made from high molecular weight and high tenacity polyester (PET) yarn or high-density polyethylene (HDPE) with low creep and an environmentally inert coating, resistant to UV light and all micro-organisms and chemicals naturally present in the soil and temperature resistance up to 40° C. Geogrid shall comply with IS 17373:2020 and bear the standard mark under a license or certificate of conformity from BIS. The total warp strain (including creep) at 10,000 hrs loading shall not exceed 6 % at 50 % of ultimate tensile strength. The total postconstruction strain for the design life of the structure at the allowable design load shall not exceed 1% (in accordance with BS 8006) at 50% of ultimate tensile strength.

- The maximum strain at nominal tensile strength as per EN ISO 10319 shall be 10%.
- The mechanical properties of the grid should be verified by both internal quality assurance and external quality control and assurance by accredited laboratories (DIN EN ISO 17025:2000).
- The production of the Geogrid shall be EN ISO 9001:2000 certified.

- Each roll should have at least one identification label with roll number and product type in accordance with DIN EN 10320.
- The product shall be marked with a CE mark according to CEN regulations.

Polyester Geogrids shall be coated with a protective PVC coating / polyethylene coating to maximize the resistance to hydrolysis and enhance durability during construction and in service.

High-density polyethylene Geogrids shall be manufactured by extruded, drawn sheets and by punched and orientation process in one direction so that the resulting ribs shall have a high degree of molecular orientation, which is continued through the integral transverse bar. It shall contain adequate stabilizers to enhance stability to environmental stress cracking (ESC) photo oxidation (UV exposure) and thermal oxidation. HDPE Geogrids must possess 100% junction efficiency of QC strength (in accordance with GRI-GGS-87 test requirements) between longitudinal ribs and transverse bars for efficient load transfer mechanism. The minimum mass per unit area (ASTM D 5261) of HDPE Geogrids shall be 500 gsm. The Geogrid roll width shall be a minimum 5 m.

#### **4.7 Other Materials**

Specification of all other materials shall be as per EIL standard specification attached with tender, CPWD specification, BIS codes or referred international codes, whichever is stringent.

### **5. CONSTRUCTION**

Complete slope rectification/strengthening work shall be carried out in accordance with the specification and in conformity with the lines, grades, and dimensions shown on the drawings.

#### **5.1 Gabion wall base preparation**

Base area of the Gabion wall shall be placed on undisturbed in-situ soil or PCC. Base of the excavated pit shall be compacted well and in conformity to the limits and to the lines and grades as shown in the drawings. If loose soil is

encountered at base, the same shall be well compacted as specified in drawing and as per instruction of Engineer-in-charge. The contractor shall take precautions to minimize over-excavation. Over excavation shall be filled with coarse sand at the cost of contractor.

#### **4.2 Gabion box**

Placement of Gabion box shall be done in the orientation as shown in the approved drawing. G.I. or M.S. pipe should be temporarily fixed on face of gabion while filling stones. Gabion shall be overfilled by approximately 25-50mm to allow for natural settlement. Gabion filling should be done in 3 layers in each box. The stones shall be closely packed, ensuring minimum voids between stones by skilled masons. Lacing shall be done in alternate single and double looping fashion at interval of 150mm maximum. Bracing wire should be provided to control bulging at 0.3m c/c along height and length.

The Gabion wall system supplier shall provide one qualified and experienced representative at site on a full-time basis during the entire gabion working phase to ensure that the quality of the work performed by the contractor is in accordance with the specifications & drawing and to assist the contractor during gabion wall installation. The Contractor's construction supervisor shall have experience and should be qualified to direct all work at the site. All expenses relating to the presence of supervisor of Gabion wall system supplier on site shall be deemed to have been included in the quoted rates, and no extra claim on this account shall be admissible.

#### **4.3 Placement of Geotextile**

Geotextile Terram 1000/Equivalent shall be laid in line with the drawing for retaining the soil in MSE wall, separation and filtration purpose. Jointing or stitching/overlapping etc. shall be as per manufacturer's specification & construction drawing. Care shall be taken while laying the geotextile to avoid damage during construction.

#### **4.4 Placement of Geogrid Reinforcement**

All reinforcement shall be installed at the proper elevation and orientation as shown in the approved drawings or as directed by the Engineer-in-charge. The reinforcement strips shall be placed normal to the face of the wall unless otherwise shown on the drawings.

#### **4.5 Reinforced Soil/Fill**

Backfilling behind the MSE wall shall be done with sand (Zone-II & III) and in compliance with the compaction criteria specified in the drawing. The backfilling shall be raised simultaneously as the rise of the wall. The compacted layer should not be more than 200 mm thick. The compaction of backfill material shall be 85% relative density as per IS 2720 (Part-XIV).

#### **4.6 Setting out of SDA & horizontal drainage pipe**

The positions and reference numbers of the anchor (SDA) should be clearly marked on the slope/pile face by the contractor for easy identification. Along with anchoring, the position of horizontal drainage pipe shall also be marked as per drawing and instructions of Engineer-in-charge. The contractor shall make necessary arrangements, such as constructing the temporary platform to install the SDA and horizontal drainage pipes.

#### **4.7 Drilling Equipment for Anchoring & horizontal pipe**

The Contractor should ensure that the total length of drill rods available at each drilling location is sufficient for the length of the anchor & horizontal drainage pipe. Contractor should also ensure that the diameter of the drill bits is appropriate for drilling the hole of specified diameter.

#### **4.8 Drilling and installation of drainage pipe**

HDPE drainage pipe shall be installed at 5 to 10 degree inclined upwards with horizontal in locations as shown in the drawing. In case, hard rock is encountered during the drilling, then the length drill hole shall be restricted up to the surface of rock.

#### **4.9 Shotcreting**

Shotcreting shall be carried out as per specified technique of FHWA-SA-96-069R. The minimum thickness of shotcreting shall be 100mm.

#### **4.10 Specification for other construction**

Procedure for all other construction works shall be as per EIL standard specification attached with tender, CPWD specification, MoRTH, BIS codes or referred international codes and best construction practices.

**For measurement of quantity for payment purposes during construction, all work below existing ground level shall be considered as sub-structure work/work below plinth level.**

#### **4.11 Inspection**

The engineer-in-charge shall verify the materials supplied by the contractor to ensure that all the requirements of the specifications are satisfactorily met. This includes all submittals and proper installation of the system.

#### **4.12 SUBMITTALS**

Contractor shall provide shop drawings, test nail procedures, material and mill test certificates as applicable, mix designs (grout & concrete), qualifications, construction procedures and detailed construction sequencing plans including excavation sequence, at least one week prior to the commencement of the work. For all submittals related to SDA refer document no. C046-000-81-47-SP-0012 attached with the tender.

### **6.0 QUALIFICATION**

Drilling operators and foremen shall have at least 5 years of experience installing nails or permanent grouted nails. A List of project personnel with appropriate

qualifications shall be submitted for Engineer-in-charge's approval at least 7 (seven) working days before any physical works at the site. Inadequate proof of personnel qualifications may be a cause for withholding construction approval. Changes to previously approved personnel must be applied and approved in writing.

Shotcreting nozzle operators shall have at least 2 years of experience in applying shotcrete on projects of comparable nature or work under the immediate supervision of a foreman or instructor.

The Engineer-in-charge shall approve the Contractor's qualification and site personnel within 7 working days after the receipt of the submission. Work shall not start until the Contractor's qualifications have been approved. The Engineer-in-charge may suspend the work if the Contractor substitutes unqualified personnel for approved personnel during construction. If work is suspended due to the substitution of unqualified personnel, the Contractor shall be fully liable for additional costs resulting from the suspension of the work. Adjustments in contract time resulting from the suspension under such circumstances will not be allowed.

## **SPECIFICATION FOR SELF DRILLING ANCHORS** **(SDA)**

### 1.0 SCOPE

This specification provides the general requirements of materials, preconstruction testing, installation details and quality control for self drilling anchors (SDA) installed in various type of slopes.

The work covers installation of self-drilling anchor (SDA) for slope stabilization works for permanent restoration of exposed 42" pipeline by stabilizing the slope at Ch.1.6 km, Bala.

### 2.0 REFERENCES

The following list of codes & standards shall be referred to during the installation of SDA.

**IS: 11309** – Method of conducting pull out test on anchor bars and rock

**ASTM D4435-13e1** – Standard Test Method for Rock Anchor Pull Test

**BS EN 1997-1** – Eurocode 7: Geotechnical design Part-1: General Rules

**BS EN 1537** – Execution of Special Geotechnical Work - Ground Anchors

Whenever any reference to Codes is made, the same shall be taken as the latest revision (with all amendments issued thereto on the date of award of the contract). In case of any variation/contradiction between the provision of codes and this specification, the provision given in this specification shall be followed.

### 3.0 MATERIALS

The self-drilling anchor system comprises of a hollow threaded bar with an attached drill bit that can perform drilling, anchoring and grouting in a single operation. SDA is a high-graded hollow core steel (safe load more than or equal to 230KN and ultimate load more than or equal to 280KN) bar with continuous threaded surface for mechanical coupling. In addition to hollow core steel bar, other parts of the assembly consist of hexagonal nut, bearing plate (200mmx200mmx10mm), extension couplings and sacrificial drill bit. SDA core steel bar, nuts, bearing plates and couplers should be hot dip galvanized or epoxy coated for corrosion protection. Before and during installation, thread ends shall be kept clean to enable fitting of hex nut and coupler thread. Drilling and installation of SDA shall be carried out as per manufacturer's guidelines.

#### 3.1 Specification of Anchor Nut

Key Size (mm) : 46

Length (mm) : 45

Type of Steel (mm) : CK45

### 3.2 Specification of Coupler

Dia, d (mm) : 42  
Length, L (mm) : 160  
Type of Steel : EN 10083-1

### 3.3 Specification of self-drilling anchors

The core steel bar of SDA shall conform to the properties given in Table-1 below.

Table: 1

Product Name	Type	Test Method	Chemical Composition in (%)							
			C	Si	Mn	P	S	Cr	Ni	Cu
Self Drilling Anchor	R32N	ASTM E-415: 2017	0.41	0.22	0.62	0.02	0.004	0.9	-	-
Mechanical Properties										
Outer Diameter (mm)					32					
Minimum Yield Load (KN)					230					
Minimum Ultimate Load (KN)					280					
Minimum Elongation (%)					6					
Thread Type					Rope threaded					
Type of Steel					EN 10083-1					
Thread (Left/Right hand)					Left to right					
Option for Anti-Corrosion					Epoxy Coating or Hot dip Galvanization					

### 4.0 HOLE, ANCHOR AND GROUTING

The minimum diameter of drilled holes shall be 75 mm (drill bit size). The hollow threaded bar for SDA shall have outer diameter of minimum 32 mm and inner diameter of approximately 20mm. The length of the bar shall be decided as per good for construction (GFC) drawings or instructions of Engineer-in-charge. Drill bit to be used shall be selected according to installed length of bar and geology.

Grout to be used for SDA shall be non-shrink cement grout (Min. M30 grade). The grout mix may be prepared with OPC of grade 53 having a water cement ratio not thicker than 0.4 and shall contain suitable additives to provide required flowability. Grout should be injected at pressures suitable to site conditions and

shall not contain admixtures containing chlorides and alkali. All accessories of SDA shall be suited to the main anchor rod type and shall be procured from original manufacturer of the SDA. CONTRACTOR shall seek Engineer-In-Charge's approval for couplers, nut and plate of SDA. Self-Drilling Anchor shall be grouted through the flushing hole immediately after completion of the drilling operation. The grout mix, grouting pressure and quantity shall be determined by the Contractor according to the ground conditions encountered and approved by the Engineer-in-charge.

## 5.0 INSTALLATION

Installation of SDA shall be done in accordance to manufacturer's specifications and relevant standards in order to develop required pull-out strength. SDA drilling, grouting, and anchoring should be carried out in one operation. The wire mesh to be used for

shotcreting shall be placed at the same time as SDA installation. The wire mesh shall be placed over the heads of SDA and shall be connected to the heads by plates & nuts before commencing shotcreting.

The contractor shall submit detailed method statement for installation of ground anchors prior to commencement of works for review/approval of Owner/Owner's representative. The method statement shall contain but not limited to the following information:

- a) A detailed construction sequence including excavation sequence
- b) Drilling method and details of drilling equipment
- c) Installation method
- d) Grouting method and equipment
- e) Material and plant requirements at each construction stage
- f) Shop drawings
- g) Method of Testing

- h) Details of assembled component samples comprising of anchor bars, coupling sleeves, connectors, centralizers, grout pipes etc.
- i) Detail of working platform
- j) Details of permanent casing (wherever required)
- k) Method of storing materials
- l) Method of assembling anchor bars
- m) Method of constructing anchor heads
- n) Details of testing assembly including details of datum for deformation measurement and master pressure gauge to be used. Calibration tests shall be performed by an independent testing laboratory within 90 calendar days of the date submitted.

## **6.0 QUALITY CONTROL AND TESTING**

Both verification and proof testing of the anchors shall be required and the test shall be as per relevant codal standards. Contractor shall submit the testing arrangement for Engineer-in-charge's approval before testing arrangement is made at site. The Contractor shall supply all material, equipment, and labor to perform the tests. Owner's Engineer shall measure and record all data in an acceptable manner. Testing of anchor shall not be performed until the grout has reached sufficient strength to ensure design bond stresses mobilization (Minimum 72 hrs).

### **6.1 Testing Equipment:**

For both Verification and Proof tests CONTRACTOR shall use a specifically designed reaction frame (as shown in Figure 1 of IS: 11309).

### **6.2 Verification Tests**

Verification load test shall be carried out with adequate safety measures as per the requirements/provisions given in IS: 11309. The number of SDA to be tested shall be as per the bill of quantities and direction of Engineer-in-charge.

The test shall be performed within 10 days after the SDAs are installed. Verification test anchors shall be incrementally loaded to twice the design load (DL) and displacements shall be recorded.

### **6.3 Proof Test**

Proof load Test shall be performed on SDAs installed for stability enhancement of slopes. The number of proof tests shall be as per Schedule of rates. Proof test anchors shall be incrementally loaded to 1.5 times the design load (DL) and displacements recorded. The location of the proof tests shall be determined by the Contractor and approved by Engineer-in-charge.

### **6.4 Acceptance Criteria**

A test nail shall be considered acceptable when:

- i) For verification tests, the total creep movement is less than 2mm between the 6 and 60 minute readings and the creep rate is linear or decreasing throughout the creep test load hold period.
- ii) For proof tests, the total creep movement is less than 1mm during the 10 minutes readings or the total creep movement is less than 2mm during the 60 minute readings and the creep rate is linear or decreasing throughout the creep test load hold period.
- iii) For both verification & proof test: The maximum test load is sustained without reaching the failure point (pullout). The failure point shall be the point where the movement of the test nail continues without an increase in the load. The failure load corresponding to the failure point shall be recorded as part of the test data.

## **7.0 REPORTING**

Contractor shall provide material and mill test certificates as applicable, mix designs (grout), qualifications of workman and

construction procedures at least one week prior to the commencement of the work.

Daily report shall be generated by CONTRACTOR for installation of SDA. The report shall include the following minimum information:

- a) Date and shift
- b) Chainage
- c) SDA number
- d) Locations (Sketch)
- e) Drilled lengths
- f) Steel quantity
- g) Grout quantity
- h) Tested SDA number

## **8.0 QUALIFICATION**

Drilling operators and foremen shall have at least 5 years of experience installing nails or permanent grouted nails. A List of project personnel with appropriate qualifications shall be submitted for Engineer-in-charge's approval at least 7 (seven) working days before any physical works at the site. Inadequate proof of personnel qualifications may be a cause for withholding construction approval. Changes to previously approved personnel must be applied and approved in writing.

Shotcreting nozzle operators shall have at least 2 years of experience in applying shotcrete on projects of comparable nature or work under the immediate supervision of a foreman or instructor.

The Engineer-in-charge shall approve the Contractor's qualification and site personnel within 7 working days after the receipt of the submission. Work shall not start until the Contractor's qualifications have been approved. The Engineer in charge may suspend the work if the Contractor substitutes unqualified personnel for approved personnel during construction. If work is suspended due

to the substitution of unqualified personnel, the Contractor shall be fully liable for additional costs resulting from the suspension of the work. Adjustments in contract time resulting from the suspension under such circumstances will not be allowed

## **SPECIFIC REQUIREMENTS FOR BORED CAST-IN-SITU RCC PILES**

### **1.0 SCOPE OF WORK**

1.1 The work covers installation of straight shaft Bored cast-in-situ piles for slope stabilization works for permanent restoration of exposed 42" pipeline by stabilizing the slope at Ch.1.6 km, Bala.

1.2 The work involves but not limited to the following:

Construction of 500mm diameter straight shaft RCC bored cast-in-situ piles. The approximate length of piles below cut-off level and approximate number of piles are as follows:

Area	Diameter of	Approx. no. of	Approx. length below
Slope at Ch.1.6 km	500mm	310	17-20

### **2.0 AVAILABLE INFORMATION**

Proposed piling area is along the distressed slope at Ch.1.6 km, Bala. Bidder to refer document no. C046-000-81-47-SP-0011 for information about subsoil and prevailing groundwater conditions along with site photographs attached with the tender. Bidder shall visit the site to assess the extent of work for constructing temporary access road for rig movement and working platform for piling works. Quoted rates for the work shall be inclusive of all these activities and no extra claim on time and/or cost shall be entertained by owner. Scheme for access road and

working platform shall be submitted to Owner/EIL for review and approval.

### **3.0 REQUIREMENTS**

All work shall be carried out in accordance with the specifications enclosed herewith, and the applicable Codal provisions. Contractor shall ensure minimum requirements as laid down hereunder:

#### **3.1 Termination of Piles**

Piles shall be terminated in stiff clay strata with minimum pile length of 17-20 m below COL as indicated in layout drawing.

The termination layer of piles shall be decided by conducting Standard penetration test (conforming SPT N-value more than 30 for minimum five consecutive tests in 750mm interval starting 1.5m before termination depth of pile and 1.5m after termination depth of pile) in pile bore.

This shall be conducted one in ten pile locations (minimum) as per the instruction of Engineer-in-charge. Termination depth in all cases shall be certified by Engineer-in-charge.

#### **3.2 MATERIALS**

Materials shall conform to "Standard Specification for Materials for Reinforced Concrete Piles (EIL specification no.: 6-74-0006)", enclosed and forming a part of the tender.

##### **3.2.1 Concrete**

The concrete shall have a minimum strength of 30 N/mm<sup>2</sup> at 28 days. The cement for concrete shall be Ordinary Portland/Portland Pozzolana/Portland Slag cement having minimum cement content not be less than 400 kg/m<sup>3</sup> with maximum water-cement ratio of 0.45. The allowable slump shall be as per relevant latest revision of IS codes (IS:2911 Part I/Sec.2). The Engineer-in-charge

may allow marginal adjustment in water/cement ratio to obtain concrete of good workability. The other concrete specifications shall be as per relevant clauses of "Design, Construction & Installation of Bored cast-in-situ piles (EIL Specification No. 6-74-0011) forming part of this document.

### **3.2.2 Reinforcement**

Reinforcement shall be TMT high strength deformed bars of grade Fe500D conforming to IS:1786 (latest revision). The reinforcement in the pile shall consist of the following or as per the pile reinforcement drawings which shall be available to the contractor at the time of execution of work:

- A. Longitudinal Reinforcement: Piles reinforcement shall be 6 nos. 25mm diameter bars up to the termination depth of pile.
- B. Stirrups: Stirrups in the form of helical/circular shall be of 8mm diameter high strength deformed bars of grade Fe500D conforming to IS 1786 (latest revision) at 150mm c/c all through the length of pile.
- C. Stiffeners: Stiffener bar shall be of 16 mm diameter and shall be provided all through the length of pile at spacing of about 1.5m c/c.
- D. Cover: Clear cover to reinforcement shall be 50 mm.

### **3.3 INSTALLATION**

3.3.1 Installation of piles shall be carried out in accordance with the pile lay out drawings which shall be available to the contractor at the time of execution of work.

3.3.2 Cut-off level of the piles shall correspond to those given in the working drawings.

3.3.3 To ensure dense and sound concrete upto cut-off level, concreting shall extend 750mm above cut-off level. However, no extra payment shall be made for this and quoted rates shall be inclusive of this.

3.3.4 In case the reinforcement cage is made up of more than one segment, the same shall be assembled by welding only, before lowering, as per IS:456-2000 by providing necessary laps.

3.3.5 The vertical reinforcement shall project 50 times its diameter above the cut -off level.

3.3.6 Pile shall be constructed by continuous mud circulation technique. All precautions for obtaining clean and sound pile shaft shall be strictly observed.

3.3.7 For tremie concreted piles, a sample of drilling fluid shall be taken from the base of the borehole by means of an approved sampling device in the first few piles and at suitable interval of piles thereafter. Concreting shall not proceed if density of fluid exceeds 1250 kg/m<sup>3</sup>. The sand content in the fluid shall not exceed 7 percent.

#### **3.4 MEASUREMENT OF PILES**

3.4.1 The piles shall be measured and paid for the actual pile length executed from pile tip to the cut off level, given in the working drawings or as indicated by the Engineer-in-charge.

3.4.2 No payment shall be made for concreting above cut-off level.

3.4.3 For fulfilling the termination criteria, SPT is to be carried out in pile bore as mentioned under clause 3.1. No extra payment shall be made for conducting SPT in pile bore. Cost shall be built-in quoted rates for pile construction.

#### **3.5 LIST OF ATTACHMENTS**

##### **STANDARD AND SPECIFICATIONS — Geotechnical**

6-74-0006 Standard Specification for Materials for Reinforcement Concrete Piles

6-74-0011 Standard Specification for Construction and installation of RCC Bored Cast-in-situ Piles

### **TERMS OF PAYMENT: -**

- Payment shall be made for the actual work done/ jobs/ Service Performed and the bill certified at ISPRL Mangalore.

80% of the payment shall be released on a pro-rata basis for the portion of work completed, within 30 days of submission of Running Account (RA) bills by the contractor and balance 20% shall be released based on the satisfactory performance of the executed work in the successive monsoon period.

If any damage is observed during the defect liability period (12 months from the date of completion of job) the contractor shall repair the damaged portion at their own expense.

- The successful bidder shall submit a 10% of the total contract value (toward Security Deposit and Performance warranty) and shall be submitted within 15 days of contract placement. A Combined BG as SD CUM PBG shall also be acceptable and that shall remain valid till completion of Defect Liability Period (12 months from the date of completion of job) plus three months for claim period. This Amount / BG shall be released after completion of Defect Liability Period.
- The payment will be made within 30 days after submission of invoice at ISPRL Mangalore as per the above-mentioned clause. The payment will be made after deducting the statutory deductions like TDS etc.
- GST as applicable shall be included in the invoice.

### **PRICE:**

Bidder to note that the Prices should be inclusive of charges towards conveyance, transportation or any other charges service period. Over and above the lump sum price quoted by the bidder, no other charges shall be payable.

### **INSPECTION:**

ISPRL may engage Third Party Agency for day-to-day supervision, inspection and measurement of job carried out as per the terms and conditions of the contract.

## **Format of Schedule of Rates (SOR)**

(This is for your information, please don't mention any rate/ amount here. Please submit the price in Price Bid only)

<b>JOB NO.C046 SCHEDULE OF RATES FOR SLOPE RESTORATION AT CH.1.6 BALA (ISPRL)</b>						
<b>S. No.</b>	<b>ITEM CODE</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>Rate in Rupees</b>	<b>Amount</b>
1	01CS.1	EARTH WORK (REFER SPECIFICATION NO. 6-68-0003)				
2	01CS.1.1	Earthwork excavation in soil				
3	01CS.1.1.1	Earth work in EXCAVATION below ground level for all kinds of works in ALL TYPES OF SOILS EXCEPT SOFT ROCK AND HARD ROCK as classified in specification for a depth upto 1.5m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting.	1300	m <sup>3</sup>		
4	01CS.1.1.2	Earth work in EXCAVATION below ground level for all kinds of works in ALL TYPES OF SOILS EXCEPT SOFT ROCK AND HARD ROCK as classified in specification for a depth beyond 1.5m and upto and inclusive of 3.0m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables	1250	m <sup>3</sup>		

		etc. all complete, but excluding shoring and strutting.				
5	01CS.1.1.3	Earth work in EXCAVATION below ground level for all kinds of works in ALL TYPES OF SOILS EXCEPT SOFT ROCK AND HARD ROCK as classified in specification for a depth beyond 3.0m and upto & inclusive of 4.5m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting.	1370	m <sup>3</sup>		
6	01CS.1.1.4	Earth work in EXCAVATION below ground level for all kinds of works in ALL TYPES OF SOILS EXCEPT SOFT ROCK AND HARD ROCK as classified in specification for a depth beyond 4.5m and upto & inclusive of 6.0m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting.	900	m <sup>3</sup>		

7	01CS.1.1.5	Earth work in EXCAVATION below ground level for all kinds of works in ALL TYPES OF SOILS EXCEPT SOFT ROCK AND HARD ROCK as classified in specification for a depth beyond 6.0m and upto & inclusive of 7.5m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting.	500	m <sup>3</sup>		
8	01CS.1.2	Earthwork excavation in soft rock				
9	01CS.1.2.1	Earth work in EXCAVATION below ground level for all kinds of works in SOFT ROCK as classified in specification for a depth upto 1.5m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting.	10	m <sup>3</sup>		
10	01CS.1.2.2	Earth work in EXCAVATION below ground level for all kinds of works in SOFT ROCK as classified in specification for a depth beyond 1.5m and upto & inclusive of 3.0m including removal of vegetation, shrubs and debris, cutting and dressing of sides in slopes, levelling, grading and ramming of bottoms, dewatering of accumulated water from any source and keeping the surface	10	m <sup>3</sup>		

		dry for subsequent works and disposal or stacking of excavated material within a lead of 100m, as directed including providing temporary supports to existing service lines like water pipes, sewage pipes, electric overhead and underground cables etc. all complete, but excluding shoring and strutting.				
11	01CS.1.5	Earthwork excavation by chiselling				
12	01CS.1.5.1	Earth work in EXCAVATION below ground level for all kinds of works in HARD ROCKS for a depth upto 1.5m by CHISELLING (pneumatic or manual), wedging or any other agreed methods (where blasting is prohibited for any reason or as decided) including all related works, all equipments required for chiselling, and cutting upto required levels, dressing and trimming of sides, levelling and grading of bottoms, dewatering of accumulated water from any source and keeping the surface dry for subsequent works and disposal of spoils to spoil heaps and stacking of usable excavated materials within a lead of 100m etc. all complete as directed including providing temporary supports to existing service lines like waterpipes, sewage pipes, electric overhead and underground cables etc. all complete.	5	m3		
13	01CS.1.7	Backfilling after execution of work				
14	01CS.1.7.1	BACKFILLING after execution of the WORK to proper grade and level with selected materials from available excavated soil from spoil heaps within a LEAD OF 100M, including re- excavating the deposited soil excavated earlier,	20	m3		

		breaking clods, laying at all depths and heights in layers of thickness not exceeding 15 Cms. watering, rolling and ramming by manual methods/ mechanical compactors to achieve 90% laboratory maximum dry density, dressing, trimming etc. in foundations, plinths, trenches, pits etc. all complete.				
15	01CS.1.9	Earthwork Filling by excavation				
16	01CS.1.9.4	EARTHWORK IN FILLING by excavating the earth from BORROW AREAS arranged by CONTRACTOR for all leads, transporting the earth from borrow area including cleaning & stripping the earth at borrow areas, breaking clods, loading, unloading and laying at all depths and heights in layers of thickness not exceeding 15 cms., watering, rolling and ramming by manual methods/mechanical compactors to achieve 90% of the maximum laboratory dry density, dressing, trimming, levelling the top surface etc. in foundations, plinths, trenches etc. all complete.	10	m3		
17	01CS.1.10	Transporting & Disposing the SURPLUS EARTH AND DEBRIS				
18	01CS.1.10.MA5	Transporting and disposing the SURPLUS EARTH AND DEBRIS including shrubs and vegetations from construction areas to areas ANYWHERE OUTSIDE SLOPE RECTIFICATION AREA, including re-excavating the deposited soil excavated earlier, loading, transportation, unloading, laying at all depths and heights, stacking, levelling and dressing both the area (viz. from where the earth is transported and where it is deposited) to required levels and slopes complete with	3600	m3		

		all lifts as directed. DISPOSAL AREAS OUTSIDE SLOPE RECTIFICATION AREA TO BE ARRANGED BY THE CONTRACTOR. Royalty as applicable for disposal outside present scope limits to be borne by the Contractor.				
19	01CS.1.11	Transportation of ROCK material				
20	01CS.1.11.MA5	Transportation of ROCK material/Boulders or boulder mixed with earth UPTO the area of disposal ANYWHERE OUTSIDE SLOPE RECTIFICATION AREA including loading, unloading, laying at all depths and heights, stacking, spreading, levelling at an area of disposal as directed. DISPOSAL AREAS OUTSIDE SLOPE RECTIFICATION AREA TO BE ARRANGED BY THE CONTRACTOR. Royalty as applicable for disposal outside present scope limits to be borne by the Contractor.	30	m3		
21	01CS.2	PLAIN & REINFORCED CEMENT CONCRETE: (REFER SPECIFICATION NO. 6-68-0004)				
22	01CS.2.17	PCC - Non FIM Items				
23	01CS.2.17.8	Providing and laying PLAIN CEMENT CONCRETE for all depths below and upto plinth level in foundations, drains, fillings, non-suspended floors, pavements & ramps or any other works etc. including shuttering, tamping, ramming, vibrating, curing, etc. all as specified in any shape, position, thickness and finishing the top surface rough or smooth as specified and directed all complete for concrete grade M20	220	m3		

		with 20mm and down size graded crushed stone aggregates/Gravels. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR.				
24	01CS.2.17.1	Providing and laying PLAIN CEMENT CONCRETE for all depths below and upto plinth level in foundations, drains, fillings, non-suspended floors, pavements & ramps or any other works etc. including shuttering, tamping, ramming, vibrating, curing etc. all as specified in any shape, position, thickness and finishing the top surface rough or smooth as specified and directed all complete for concrete of nominal mix 1:5:10 by mass (1 Cement: 5 Coarse Sand: 10 Crushed Stone Aggregates/Gravels) with 40mm and down size graded crushed stone aggregates/Gravels. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR.	5	m3		
25	01CS.2.19	RCC Superstructures - Non FIM Items				
26	01CS.2.19.17	Providing and laying REINFORCED CEMENT CONCRETE OF M-30 GRADE with 20 mm and down size graded crushed stone aggregates/ gravel in SUPER STRUCTURE in suspended floors, slabs, beams, columns, walls including counterforts, staircases, landings, steps, facias, fins, mouldings, gutters, shelves, window sills, canopies, lintels, girders, ducts, brackets, chajjas with drip moulds, pedestals, posts, struts, equipment/ machine foundations, ramps etc. (including single pour concreting as specified on the drawing), providing cement wash (wherever no other surface application is specified), providing pockets, openings, recesses, chamfering wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even	10	m3		

		surface etc. (EXCLUDING THE COST OF REINFORCEMENT, SHUTTERING AND SPECIFIED ADMIXTURES) FOR ALL HEIGHTS UPTO & INCLUSIVE OF 20 m ABOVE PLINTH LEVEL in any shape, position, thickness etc. all complete as specified, shown and directed. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR.				
27	01CS.2.18	RCC Substructures - Non FIM Items				
28	01CS.2.18.17	Providing and laying REINFORCED CEMENT CONCRETE OF M-30 GRADE with 20 mm and down size graded crushed stone aggregates/ gravel in SUB-STRUCTURE e.g. foundations, raft, beams, slabs, pile caps, retaining walls, dyke walls, jambs, counterforts, buttresses, pedestals, pipe sleepers, columns, suspended floors, staircases, landings, steps, brackets etc., including equipment/ machine foundations & pedestals viz. compressors, ID & FD fans, pumps, generators, crushers, mills, etc., (including single pour concreting as specified on the drawing), applying cement wash on concrete surface (wherever no other surface application is specified), providing pockets, openings, recesses, chamfering, etc., wherever required, vibrating, tamping, curing and rendering if required to give a smooth and even surface etc. (EXCLUDING THE COST OF REINFORCEMENT, SHUTTERING & SPECIFIED ADMIXTURES) for all depths below and upto plinth level in any shape, position and thickness etc. all complete as specified, shown and directed. ALL MATERIALS INCLUDING CEMENT SUPPLIED BY THE CONTRACTOR.	90	m3		

29	01CS.2.23	HYD Bars / MS Bars - Non FIM Items			
30	01CS.2.23.8	Supplying and placing in position HIGH YEILD-STRENGTH DEFORMED STEEL BARS REINFORCEMENT of Grade Fe500D TMT conforming to IS:1786, for RCC work including transporting the Steel, straightening, cleaning, decoiling, cutting, bending to required shapes and lengths as per details, binding with 18 SWG black soft annealed binding wire at every intersection, supplying and placing with proper cover blocks, supports, chairs, overlaps, welding, spacers, fanhooks etc. for all heights and depths etc. all complete as directed. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE.	10	MT	
31	01CS.2.25	Centering and Shuttering - Non FIM Items			
32	01CS.2.25.1	Providing and fixing CENTERING AND SHUTTERING in foundations, footings,raft beams, slabs, pile caps, retaining walls, jambs, counter-forts, buttresses, trenches, equipment/machine foundations, pedestals, abutments, pipe sleepers, columns, plinth beams, lintels, suspended slabs, beams, staircases, landings, steps, non-circular tunnels/bunkers/ silos/ shafts/ hoppers/liquid storage structures etc. for all depths below and upto & inclusive of plinth level including shuttering for single pour concreting, strutting, bracing, propping etc., keeping the same in position during concreting and removal of the same after specified period etc. for Straight/ Inclined Shuttering, keeping necessary provision for inserts, projecting	180	m2	

		dowels, anchor bolts or any other fixture etc. all complete and as specified and directed.				
33	01CS.2.25.2	Providing and fixing CENTERING AND SHUTTERING in superstructures in retaining walls, jambs, counter-forts, buttresses, equipment/ machine foundations, abutments, columns, lintels, suspended slabs, beams, staircases, landings, steps, non-circular tunnels/ bunkers/ silos/ shafts/ hoppers/ liquid storage structures etc. for all heights above plinth level including shuttering for single pour concreting, strutting, bracing, propping etc., keeping the same in position during concreting and removal of the same after specified period etc. for Straight/ Inclined Shuttering, keeping necessary provision for inserts, projecting dowels, anchor bolts or any other fixture etc. all complete and as specified and directed.	60	m2		
34	01CS.4	STRUCTURAL STEEL WORKS SPEC NO. 6-68-0006				
35	01CS.4.3	General Steel Works - Non FIM Items				
36	01CS.4.3.3	Supplying, transporting, storing, fabricating & erecting in position and testing/ examining bolted and/ or welded STRUCTURAL STEEL WORKS of Grade E250A / E250BR / E250B0 (confirming to per IS:2062) at all locations and levels UPTO & INCLUSIVE OF 20 m ABOVE HPP/ FGL, including all builtup sections/ compound sections made out of rolled sections and/or plates/ bent plates in all types of structural frameworks, floor beams, stairs, or any other structural items or accessories to support	1	MT		

		<p>equipments, piping, conveyor galleries, towers, masts, etc., but excluding silos, bunkers, hoppers, etc., cutting to required size, straightening/ bending if required, edge preparation, cleaning, preheating, bolting/ welding o joints, (including sealing the joints of box sections with continuous welding and plugging any open ends &amp; holes of box sections), finishing edges by grinding, fixing in line and level with temporary staging &amp; bracing and removal of the same after erection, grouting with Ordinary Grout or premix free flow Nonshrink Grout as specified, including preparation and submission of detailed fabrication drawings, preparing the surface for painting (SSPC-SP-10) and applying pre-erection/ shop primer (1 coat of F-9 @ 65-75 micron DFT) as per EIL Specification No. 6-79-0020 (or as per Job Specification, wherever applicable) after fabrication etc., all complete. SUPPLY OF ALL MATERIAL IN CONTRACTOR'S SCOPE.</p>				
37	01CS.4.4	Painting - Non FIM Items				
38	01CS.4.4.5	<p>Supplying and applying FIELD PAINT SYSTEM of approved quality and shade including a coat of primer as per Sl. No. 8.2 (for temperature upto 60 °C) of Table 8.0 of EIL Specification No. 6-44-0004 over the coat of shop primer already applied, including storage, surface preparation, degreasing, cleaning, drying, providing necessary arrangement for access, testing etc. including touching up of shop primer coat as per Sl. No. 7.2.1 of Table 7.2 of above specification, for steel structures at all levels and locations, all complete as specified, for OFFSITE areas considering CORROSIVE Environment. SUPPLY OF ALL</p>	1	MT		

		MATERIAL IN CONTRACTOR'S SCOPE.				
39	01CS.10	DEMOLISHING AND DISMANTLING (REFER SPEC NO. 6-68-0012)				
40	01CS.10.2	RCC - Non FIM Items				
41		Demolishing STONE MASONRY WORK/random rubble pitching (taking all necessary safety precautions) for all depths below plinth level including supply of all tools and tackles, necessary scaffolding, propping, underpinning, cleaning and stacking of serviceable material, disposal of unserviceable material to spoil heaps ANYWHERE OUTSIDE THE SLOPE RECTIFICATION AREA, all complete as specified and directed. Royalty as applicable for disposal outside scope limits to be borne by the Contractor	5	m3		
42		Demolishing PLAIN CEMENT CONCRETE work (taking all necessary safety precautions) for all depths and heights, above and below plinth level including supply of all tools & tackles, necessary scaffolding, propping, underpinning etc. disposal of unserviceable material to spoil heaps ANYWHERE OUTSIDE THE SLOPE RECTIFICATION AREA, all complete as specified and directed. Disposal areas outside slope rectification area to be arranged by the contractor. Royalty as applicable for disposal outside scope limits to be borne by the Contractor. (Excavation & backfilling shall be paid separately under relevant items).	10	m3		

43		Demolishing STONE MASONRY WORK/random rubble pitching (taking all necessary safety precautions) for all heights above plinth level including supply of all tools and tackles, necessary scaffolding, propping, underpinning, cleaning and stacking of serviceable material, disposal of unserviceable material to spoil heaps anywhere ANYWHERE OUTSIDE THE SLOPE RECTIFICATION AREA, all complete as specified and directed.Royalty as applicable for disposal outside scope limits to be borne by the Contractor	15	m3		
44	01CS.11	MISCELLANEOUS ITEMS (REFER SPECIFICATION NO. 6-68-0013)				
45	01CS.11.3	Cutting RCC Piles - Non FIM Items				
46	01CS.11.3.1	Cutting the heads of R.C.C. piles of diameter upto 600mm and a length not exceeding 1500mm including exposing/ cleaning, bending of the reinforcement, making site clean for casting of pile cap and removal of debris to the spoil heaps within the slope rectification area etc. all complete as specified & directed. (Excavation; if any, to be measured separately under respective item).	310	each		
47	01CS.11.6	Sand Filling - Non FIM Items				
48	01CS.11.6.1	Supplying and filling approved SAND of specified quality under floors, in foundations, plinths, tank foundations etc. for all depths and heights including cost of sand, royalties, transportation to site for all leads and lifts, including loading, unloading, spreading in layers of loose	1360	m3		

		thickness not exceeding 150 mm, watering, ramming, compacting with mechanical compactors and/or other equipment to the specified levels to achieve 85% relative density as per IS:2720 Part XIV, including preparation of subgrade to the required slope, providing testing apparatus and testing the degree of consolidation all complete as per drawings, specifications and direction of Engineer-in-charge. The rates shall be inclusive of the cost of all labour, material, equipments etc. all complete .				
49	01CS.11.6.MA1	Supplying and filling approved M-SAND of specified quality under floors, in foundations, plinths, tank foundations etc. for all depths and heights including cost of M-sand, royalties, transportation to site for all leads and lifts, including loading, unloading, spreading in layers of loose thickness not exceeding 150 mm, watering, ramming, compacting with mechanical compactors and/or other equipment to the specified levels to achieve 85% relative density as per IS:2720 Part XIV, including preparation of subgrade to the required slope, providing testing apparatus and testing the degree of consolidation all complete as per drawings, specifications and direction of Engineer-in-charge. The rates shall be inclusive of the cost of all labour, material, equipments etc. all complete .	2520	m3		
50	01CS.11.10	BI-POLAR CONCRETE PENETRATING CORROSION INHIBITING ADMIXTURE				
51	01CS.11.10.1	Supplying and mixing of approved brand of BI-POLAR CONCRETE PENETRATING CORROSION INHIBITING ADMIXTURE (confirming to EIL Specification No. 6-68-0017) in concrete as per manufacturer's specification for protection of reinforcement	640	kg		

		against corrosion. Supply of admixture in Contractor's scope.				
52	01GC.5	SITE GRADING & ROCK CUTTING FOR SITE GRADING				
53	01GC.5.41	<p>Earthwork in filling with approved soil for all heights and depths for any lead within the slope rectification area for general site grading and any other place as directed to proper level, grade and camber with available excavated soil deposited earlier within slope rectification area including, re-excavating the deposited soil excavated earlier including clearing and stripping in filling areas, cutting of trees of girth upto and inclusive of 30 cms ( girth measured at a height of 1.0M above ground level) including uprooting of roots, compacting the exposed natural soil to 90% of max. laboratory dry density as per IS:2720 Part-VII etc. breaking clods, spreading in layers not exceeding 30 cms loose thickness, watering, ramming and compacting with power roller to give at least 90% of maximum laboratory dry density as per IS:2720 Part-VII of soil, dressing, leveling, testing, including disposing the unserviceable materials anywhere outside slope rectification area limit, (Disposal areas to be arranged by contractor) all complete as per drawings, specifications and directions of the Engineer-inCharge.</p>	10	m3		
54	01GC.5.60	<p>Clearing and stripping of the areas earmarked for removing shrubs, grass, bushes, vegetables growth and other objectionable materials, trees upto and inclusive of girth of 30 cms. (girth measured at a height of one</p>	0.1	ha		

		<p>metre from ground level) including uprooting of roots, etc. leveling, dressing and consolidating the surface and stacking the serviceable material/ unserviceable material as directed by Engineer-in-Charge including dumping and dressing the same in demarcated areas etc. anywhere within the slope rectification area limit and disposal of unserviceable materials outside the slope rectification area limit as directed by Engineer-in-Charge. (Disposal area shall be arranged by Contractor at his own cost. The rate quoted shall include all royalties, right-of-way etc. complete.)</p>				
55	01GC.6.4	<p>Earthwork in filling with borrow earth for all heights and depths for road embankments, shoulders or any other place as directed to proper levels, slopes, grades and camber with selected earth obtained from approved borrow areas for all leads from Complex limit including excavation of earth at borrow areas, clearing and stripping at borrow areas (if necessary) for all leads and lifts, loading, unloading, transportation etc., clearing and stripping as per specifications, cutting of trees of girth upto and inclusive of 30 cm (girth measured at a height of 1.0 M above ground level), uprooting of vegetation, roots and disposal of the shrubs, bushes, roots etc., breaking clods, spreading in layers not exceeding 20 cm loose thickness, watering, ramming and compacting with power roller to give at least 95% of max. laboratory dry density as per IS:2720 Part-VIII, providing testing apparatus and testing the degree of consolidation, dressing and leveling, etc. including disposal of unserviceable material beyond the slope rectification area limit. complete as per drawings, specifications and directions of Engineer-in-Charge. (Borrow / Disposal area shall be arranged by Contractor at his own</p>	4500	m3		

		cost. The rate quoted shall include all royalties, taxes, right-of-way etc.)				
56	01GC.8	FLEXIBLE PAVEMENTS WEARING COURSE and miscellaneous road works				
57	01GC.8.3	Supply and Erection of single side double guard rail type performed "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 mm above road/ground level, fixed on ISMC series channel vertical post, 150x75x5 mm spaced 2 m center to center, 1.8 m high, 1.1 m below ground/road level, Steel crash barrier shall consist of minimum 3.0mm thick W beam and minimum 5.0mm thick posts and spacer section confirming to IS: 5986 / IS: 8500 of standard length. All steel parts and fitment to be galvanized by hot dip process, all fittings to confirming to IS : 1367 and IS: 1364, metal beam rail to be fixed on vertical post with a spacer of channel section 150x75x5 mm , 330 mm long complete as per MOST specifications. Anchoring of steel crash barrier system by direct embedment of post into ground in 1:2:4 PCC (310mm x310mm x 500mm pedestal). All elements of railing shall be free from abrasions, rough or sharp edges and shall not be kinked, twisted or bent, including thoroughly tamped and rammed, submitting drawings /catalogue for EIL / Owners review, all complete as per drawings, direction of Engineer-in-Charge.	50	m		
58	01GC.26.19	Supplying & Laying 100mm thick interlocking Paver Blocks for road, parking area and any other place etc. including providing 30 mm thick sand filling below Paver Blocks including compaction of sand layer, filling the joints by dry	270	m <sup>2</sup>		

		sand, providing precast kerb stone of PCC M-30 at edges preparation of compacted base/ sub base etc. all complete as per drawing, standard, specification and directions of Engineer-in-Charge. (All material including cement supplied by contractor, paver blocks shall confirm to category "B" as per IRC SP63. Color and shape of paver block shall be as per Owner requirement.).				
59	01GG.202	CONSTRUCTION OF BORED CAST-IN-SITU RCC PILES				
60	01GG.202.3	BORED CAST-IN-SITU ST. SHAFTED PILES (CEMENT BY CONTRACTOR)				
61	01GG.202.3.1	Construction of Bored cast-in-situ RCC straight shafted piles as specified in specific requirements and as per items given below by approved techniques to depths specified using stone chips of 20mm and down size, through all types of soil strata, maintaining borehole sides in position by bentonite slurry by suitable method, tremie concreting, supply of necessary material including plastisizers if required, mobilization of piling rigs and other ancillary equipments/accessories as specified including demobilization etc complete, labour & carry out any ancillary work adjunct to piling work, disposal of surplus materials including earth, muck etc beyond specified lead, shifting plant and equipments from one pile location to another, all complete as per specifications, drawings & direction of Engineer-in-charge (Cost of reinforcement is excluded, cement supplied by contractor at his own cost and duly approved by Engineer-in-Charge). Diameter	3020	m		

		of pile 500 mm, Length below COL 17 M, Grade of concrete M30				
62	01GG.202.3.2	Construction of bored cast-in-situ RCC straight shafted piles by suitable ROCK CUTTER/ROCK DRILLING BIT in Disintegrated/weathered/Hard rock strata, to depths specified using stone chips of 20mm and down size, maintaining borehole sides in position by bentonite slurry by suitable method, tremie concreting supply of necessary material including plastisizers if required, mobilization of piling rigs and other ancillary equipments/accessories as specified including demobilization etc complete, labour & carry out any ancillary work adjunct to piling work, disposal of surplus material including earth, muck etc beyond specified lead, shifting plant equipments from one pile location to another, all complete as per specifications, drawing & direction of Engineer-in-charge (Cost of reinforcement is excluded, cement supplied by contractor at his own cost and duly approved by Engineer-in-Charge). Diameter of pile 500 mm, Length below COL 17 M, Grade of concrete M30 Socketing length into rock 1.5 M	50	m		
63	01GG.202.3.3V20	Rate per meter length in INCREASE in pile length over specified length ( cement Supplied by Contractor at his own cost and duly approved by Engineer-in-Charge) Diameter of pile 500 mm, Length of pile 17 M	310	m		
64	01GG.205	STEEL REINFORCEMENT				

65	01GG.205.3	Steel reinforcement of HYSD bars conforming to IS:1786 (latest version) (steel supplied by contractor at his own cost and duly approved by Engineer in charge)				
66	01GG.205.3.1	Placing in position high strength deformed steel bars reinforcement of grade Fe500D conforming to IS:1786, (latest version) for RCC Bored Cast- in - situ piles for full length of pile, straightening, cleaning, decoiling, cutting, bending to required shape & lengths as per details, binding with contractor's own 18 SWG black soft annealed binding wire, supplying and placing with proper cover blocks, supports, chairs, spacers, welding, if required, to form a rigid cage, complete as per instructions of the Engineer-in-Charge (steel supplied by contractor at his own cost and duly approved by Engineer in charge)	110	t		
67	01GG.300	GROUND IMPROVEMENT				
68	01GG.300.MA1	HDPE				
69	01GG.300.MA1.1	Supply and installation of partially perforated HDPE horizontal subsurface drainage pipe (minimum 6Kg/Sq. cm pressure) of 110mm dia. and 15m length wrapped with Geotextile (Terram 1000/Equivalent) including taxes, handling, transportation, unloading, storage etc. all complete as per specification, drawings and instructions of Engineer-in-charge.	3530	metre		

70	01GG.300.MA2	GROUND ANCHORS			
71	01GG.300.MA2.3	Supply & installation of Self Drilling Anchors (SDA) of outer Dia. of 32mm, safe load carrying capacity of minimum 23 Ton including drilling hole of 76mm dia. in all types of soil and rock, mobilization of drilling equipment, compressor, drilling bits, couplers, 10mm thick base plate, nut & bolt, staging arrangement for SDA operation and all other necessary plant and equipment, placing SDA reinforcement with spacers / centralizers up to specified depth, grouting the SDA holes with non-shrink cement (M30) Grout, all complete as per drawing, specification and instruction of Engineer-in-charge. All materials are in contractor's scope of supply.	4660	metre	
72	01GG.300.MA2.4	Conducting Verification load test on nail or SDA as per FHWA-SA-96- 069R up to 2 times the design load (46 Ton) including supply & erection of testing equipment, supervision, labour etc. all complete as per specifications and directions of Engineer - in - Charge, analyzing the results, making the report and submitting the same in 5 copies.	4	nos	
73	01GG.300.MA2.6	Conducting Proof load test on nail or SDA as per FHWA-SA-96 - 069R up to 1.5 times the design load (35 Ton) including supply & erection of testing equipment, supervision, labour etc. all complete as per specifications and directions of Engineer-in-charge, analyzing the result, making report & submitting the same in 5 copies.	10	nos	

74	01GG.300.3	GeoTextile				
75	01GG.300.3.1	Supplying and laying of Geotextile Terram 1000 or equivalent for hard stand, road, RCC pavement, foundation etc. as directed by the Engineer-in-charge including royalties, taxes, handling, transportation, unloading, storage, stretching, joining, lapping, sewing etc. all complete as per drawing, manufactures specification and direction of the Engineer-in-charge. (The rate shall be inclusive of cost of all labour, material, equipment etc., all complete).	3150	sqm		
76	01GG.MA3	MISCELLANEOUS				
77	01GG.MA3.1	GABION				
78	01GG.MA3.1.1	Supplying & construction of gabion wall with woven, double twisted wire mesh gabions, mesh type 10x12 (100mmx120mm maximum size) of wire dia. 2.7mm (min), Zn + Ultraviolet resistant PVC coated gabions of size 1.0mx1.0mx1.0m. Stone filling for gabions of size in the range of 120mm-250mm, strong, hard, durable having good crushing strength and preferably having flat face and density not less than 26KN/m <sup>3</sup> , compacting the base etc. all complete as per specification, drawings and instruction of Engineer-in-charge.	300	m <sup>3</sup>		

79	01GG.310	SHOTCRETING (GUNITING)				
80	01GG.310.MA1	SHOTCRETING (GUNITING)-100mm thick				
81	01GG.310.MA1.1	<p>Supplying and carrying out of 100mm thick SHOTCRETING (GUNITING) on slope with M30 grade of concrete &amp; material with 10mm and down size graded aggregate including supply, placing and fixing in position welded fabric reinforcement of nominal mass of 2kg/m2 conforming to IS:1566, anchoring the wire fabric with 8mm steel rod spaced at 1000mm c/c in both the directions (at least 200mm inside the slope in 45 degrees inclined vertically down), straightening, cutting ,bending of the wire mesh /anchor bar, cleaning the slope surface by removing the debris and vegetation etc., curing, including the cost of admixture if used, cost of all labour, material, shotcreting (guniting) equipment, providing weep holes in specified pattern, cleaning of concrete surfaces, removing all loose concrete pieces, taking off skin of concrete finishing, arranging necessary working platforms, props, staging, scaffolding for all shapes and positions including hangers if required or scaffolding arrangements from bottom side as required and removal of the same etc., strictly following the safety practices for the safety of workers etc. at all heights and lead etc., all complete as per specifications and directions of Engineer-in-Charge. (All materials including construction material shall be supplied by contractor).</p>	950	sqm		

82	01GG.MA2	Supply and placing of bag (empty cement bag) filled with sand for re profiling the slope for all depths and heights including cost of sand, cement bag, manual filling, placing, watering, royalties, transportation to site for all leads and lifts, loading, unloading etc. all complete as per drawing, specification and direction of Engineer-in-charge.	1000	m3		
83	11CS	CIVIL, STRUCTURE AND ARCHITECTURE				
84	11CS.26	NEW TECHNOLOGIES AND MATERIALS				
85	11CS.26.18	Supplying and laying high strength flexible geogrids (HSFG) as soil reinforcement / basal reinforcement as per MORTH 3100 and IRC 113, made of high tenacity polyester core with PVC/ polyethylene coating with Minimum Long Term Design Strength (LTDS) of more than 50% of ultimate tensile strength at 30 degree Celcius corresponding to 12 % strain .				
86	11CS.26.18.1	Ultimate tensile strength- 100 kN/m	2320	sqm		
87	11CS.26.18.3	Ultimate tensile strength- 200 kN/m	2320	sqm		