



## ENQUIRY DOCUMENT - TENDER

(Document No : B903-TENDER\_DOC-B903-000-83-43-CF-T-9501)



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**MANGALORE REFINERY & PETROCHEMICALS LIMITED  
(MRPL)**

**OFFSITE PIPELINES AND INLET RECEIVING TANK  
PROJECTS FOR MRPL REFINERY COMPLEX OF MRPL  
(BIDDING DOCUMENT NO. MK/B903-000-CF-T-9501/7)  
(DOMESTIC COMPETITIVE BIDDING)**

**BIDDING DOCUMENT FOR  
CIVIL & STRUCTURAL WORKS FOR IRT**

**PREPARED AND ISSUED BY:**

**इंजीनियर्स  
इंडिया लिमिटेड**  **ENGINEERS  
INDIA LIMITED**  
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

**Regd. Office : 1, BHIKAIJI CAMA PLACE R. K. PURAM NEW  
DELHI – 110066 INDIA**



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**OFFSITE PIPELINES AND INLET RECEIVING TANK  
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(DOMESTIC COMPETITIVE BIDDING)**

**BIDDING DOCUMENT FOR  
CIVIL & STRUCTURAL WORKS FOR IRT**

**PART - I OF II: COMMERCIAL PART**

**PREPARED AND ISSUED BY:**

**इंजीनियर्स  
इंडिया लिमिटेड**  **ENGINEERS  
INDIA LIMITED**  
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

**Regd. Office : 1, BHIKAIJI CAMA PLACE R. K. PURAM NEW  
DELHI – 110066 INDIA**

**MASTER INDEX**

**NAME OF WORK : CIVIL & STRUCTURAL WORKS FOR IRT**  
**BIDDING DOCUMENT NO. : MK/B903-000-CF-T-9501/7**

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**INVITATION FOR BIDS (IFB)**  
**FOR**  
**“CIVIL & STRUCTURAL WORKS FOR IRT” FOR OFFSITE**  
**PIPELINES AND INLET RECEIVING TANK PROJECTS FOR**  
**MRPL REFINERY COMPLEX OF MRPL**  
**BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7**  
**(DOMESTIC COMPETITIVE BIDDING)**  
**(e-Tendering on CPP Portal)**



**CPP PORTAL TENDER ID: 2024\_EIL\_837817\_1**

**1.0 INTRODUCTION:**

Mangalore Refinery & Petrochemicals Limited (MRPL) a Government of India Schedule-A CPSE and a subsidiary of Oil and Natural Gas Corporation Limited (ONGC) is a State-of-Art Grass Root Petroleum Refinery located in a beautiful hilly terrain, north of Mangalore city, in Dakshina Kannada region, Karnataka state. MRPL is operating a 15.25 MMTPA refinery which is integrated to an Aromatic Complex and designed to produce 900,000 TPA of Para xylene. The Refinery has got a versatile design with high flexibility to process crudes of various API and with high degree of Automation. MRPL has high standards in refining and environment protection matched by its commitments to society.

As part of up-gradation of Product export and effluents handling infrastructure, MRPL intends to execute the following projects on EPCM basis:

1. Fuel oil Pipeline to Jetty
2. Inlet receiving tanks for WWTP-I/II

Engineers India Ltd (EIL) is the EPCM Consultant of MRPL for the above Project and EIL on behalf of MRPL is authorized to enter into correspondence / discussions & obtain any clarification and confirmations from the bidder.

EIL, invites e-bids under Single Stage Two Part Bid System, for the subject enquiry from eligible bidders with sound technical and commercial capabilities meeting the Bidder's Qualification Criteria stated in **Cl. 5.0** below:

**2.0 BRIEF SCOPE OF WORK:**

The scope of work envisaged in this tender covers all relevant “Civil- Structural Works for IRT of M/s MRPL as per tender specifications, drawings, codes, standards, SOR, good engineering practice, directions of Engineer- in- Charge and as per construction drawings made available to the successful bidder related to following Structure/Unit:

- RCC Foundations for Pumps/Motors.
- RCC pedestal/sleeper supports including foundation for Piping/Electrical cable tray /Instrumentation cable tray/etc.
- RCC Foundation & steel superstructure of Pipe Bridge/Operating/Access Platforms/ Crossovers.
- RCC Sump Tank.
- Modification of Existing oil sump pit.
- Pump shed with ordinary moment resisting frame structure with structure steel shed.
- RCC Retaining Wall
- Tank pad
- Providing and laying of Dyke wall (Random Rubble Masonry)
- Strengthening work of the slopes
- Other civil works

**For complete details, refer Bidding document.**

### 3.0 TIME SCHEDULE FOR COMPLETION:

**10 (Ten) months** to be reckoned from the date of issue of Letter of Acceptance (LOA) / Letter of Intent (LOI).

### 4.0 SALIENT DETAILS:

a)	Bidding Document & subsequent Amendment (if any) available on Website for viewing & downloading, <b>and its fee</b>	: The complete Bidding Document can be viewed and downloaded from CPP Portal having URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> Tender details are also available in EIL website <a href="http://tenders.eil.co.in">http://tenders.eil.co.in</a> <b>Cost of Bidding Document: NIL</b>
b)	Bidding Document available on Website	: <b>From 03.12.2024 to 17.12.2024</b>
c)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	: <b>On 09.12.2024;1400 Hrs. (IST)</b>
d)	Date of Pre-Bid Meeting	: <b>at 1400 Hrs. (IST) on 09.12.2024 (*)</b> online through video conferencing at the following link: Pre-bid meeting shall be held online through Video Conferencing Systems [through Microsoft teams].  <b>To Join the Meeting, Bidder to tap on the below link or paste it in a browser (Join the meeting on your computer or mobile app):</b>  <b>## link is provided below</b> <b>Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.</b>
e)	Last Date and time of Online submission of Bids (Bid Due Date) and Mode of Bid Submission	: <b>Up to 1200 Hrs. (IST) on 17.12.2024</b> <b>Online submission (e-Bids) through CPP Portal (e- Procurement portal)</b> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>  <b>Bid submitted through any other mode/portal shall not be acceptable.</b>
f)	Online Opening of Techno-commercial Unpriced Bid	: <b>1400 Hrs. (IST) on 18.12.2024 (*)</b>
g)	Earnest Money Deposit (EMD)	: <b>INR 32,91,500/- (INDIAN RUPEES THIRTY-TWO LAKH NINETY-ONE THOUSAND FIVE HUNDRED ONLY).</b> <b><u>Being Works Contracts, No EMD exemption is applicable for MSE Bidders.</u></b> <b>Refer Clause no. 9 below for details.</b>
h)	Date of Opening of Priced Bids	: Date & time shall be intimated later
i)	<b>Reverse Auction (RA)</b>	: <b>Not Applicable</b>
j)	Contact details of dealing officer	: Name : Mr. Manoj Kumar Designation: DGM (SCM-C&P) Phone No. & Extn :+91-11-2676 2132 / 2093

		E-mail: <a href="mailto:kumar.amit@eil.co.in">kumar.amit@eil.co.in</a> ; <a href="mailto:anil.dubey@eil.co.in">anil.dubey@eil.co.in</a> , <a href="mailto:manoj.kumar.pur@eil.co.in">manoj.kumar.pur@eil.co.in</a> ; <a href="mailto:ak.rastogi@eil.co.in">ak.rastogi@eil.co.in</a>
<b>k)</b>	Place of Submission of Original EMD	Dak Receipt Section Engineers India Ltd, EI Bhawan, 1, Bhikaji Cama Place, New Delhi – 110066 <b>Mr. Manoj Kumar – DGM (SCM-C&amp;P)</b> <b>1st Floor, (Job no. B903)</b>
<b>l)</b>	Date and time for Site Visit	<b>06.12.2024;1000AM onwards</b> For Site Location- Refer ITB

**# LINK FOR PRE-BID MEETING:**

[https://teams.microsoft.com//meetup-join/19%3ameeting\\_NTq5MWRkYzktM2M0ZS00ZmVjLTgyYjMtYTRINGRkOTYzNDcw%40thread.v2/0?context=%7b%22Tid%22%3a%226d8d019c-084b-4eb0-8615-09848b9a7d64%22%2c%22Oid%22%3a%22547b6814-c113-4813-9290-97723bd1811e%22%7d](https://teams.microsoft.com//meetup-join/19%3ameeting_NTq5MWRkYzktM2M0ZS00ZmVjLTgyYjMtYTRINGRkOTYzNDcw%40thread.v2/0?context=%7b%22Tid%22%3a%226d8d019c-084b-4eb0-8615-09848b9a7d64%22%2c%22Oid%22%3a%22547b6814-c113-4813-9290-97723bd1811e%22%7d)

If dates identified as (\*) above happen to be a declared holiday in EIL New Delhi/MRPL, the next working day shall be considered.

All amendments, time extension, clarifications, etc. will be uploaded in the **e-procurement portal / NIC CPP Portal** (<https://eprocure.gov.in/eprocure/app>) only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the CPP portal to keep themselves updated and submit their Bids based on the latest information/instructions hosted in the CPP portal.

Time extension shall also be published on EIL tender portal (<https://tenders.eil.co.in/newtenders>).

Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

Request for extension or queries received from any bidder on a date which is less than four days prior to the bid due date may be ignored, since there will not be adequate time for proper communication with Client and other Bidders.

**5.0 BIDDER QUALIFICATION CRITERIA(BQC):**

Bidder shall fulfil the following Bidder's Qualification Criteria in order to qualify for the subject Works/Tender.

**5.1 BIDDER QUALIFICATION CRITERIA (EXPERIENCE):**

5.1.1 The bidder shall have experience of having carried out and completed “**similar work**” during the last **7 (Seven) years** ending last day of the month previous to the one in which tender is invited, **should be either of the following:**

<b>One Contract of “Similar Work” of minimum value:</b>	<b>Two Contracts of “Similar Work”, each of minimum value:</b>	<b>Three Contracts of “Similar Work”, each of minimum value:</b>
<b>INR 18,33,22,000/-</b>	<b>INR 11,45,76,000/-</b>	<b>INR 9,16,61,000/-</b>

“**Similar Works**” as specified under Sub-Clause 5.1.1 above, shall mean “**Civil & Structural Works including RCC (in framing/ Roof Structures) and Structural Steel Works (in framing/Roof structures) in an Industrial Plant or in a Hydrocarbon/ Fertilizer Sector.**”

**“Industrial Plant” shall mean “any premises, in any part of which, a manufacturing or production process is being carried out or is ordinarily so carried on.**

**Note for clause 5.1.1 above:**

***Contract value as specified in Clause no. 5.1.1 above shall be relaxed by 15% for valid Micro and Small Enterprises (MSEs) including MSE-Traders subject to meeting the prescribed quality and technical specification of the Enquiry.***

#### **5.1.2 GENERAL PROVISIONS APPLICABLE FOR CLAUSE 5.1.1 ABOVE:**

##### **a) FOR EXPERIENCE BASED ON EPC/LSTK WORKS:**

- i. In case bidder has executed EPC/LSTK/ multidisciplinary works which includes the Qualifying work(s) as per the definition of “Similar work”, then the value of such qualifying work(s) out of the total value of EPC/LSTK/multi-disciplinary works shall be considered for the purpose of evaluation.
- ii. **Documents to be submitted by Bidder in case of experience based on EPC/LSTK works:** In the event the qualifying requirement of “similar work cannot be ascertained from the work order/ completion certificate submitted by bidder, copy of relevant pages of Contract or Copy of relevant pages of final bill certified by Owner/Consultant or letter from their Owner/Consultant specifying the executed value(s) of similar work can be submitted for qualification to establish the value of similar work.

However, if the above document could not establish the value of similar work, Billing Schedule/ Billing Break-up approved by Owner/ Consultant can also be considered for establishing the value of similar work.

##### **b) BIDDER’S PAST EXPERIENCE AS CONSORTIUM/JV:**

While evaluating the Bids, **Bidder’s past experience as a leader or member of a Consortium/JV shall be considered** acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the subject BQC (clause no. 5.1.1 above) under evaluation.

In case, the PTR of Consortium/JV experience submitted by the Bidder meets the similar work without indicating the division of scope of work in terms of specific activities and associated value of work between the Consortium/JV members, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each member, for the purpose of BQC evaluation.

##### **c) BIDDER’S PAST EXPERIENCE AS A SUB-CONTRACTOR:**

A job completed by a Bidder as a Sub-CONTRACTOR shall be considered for the purpose of meeting the experience criteria of BQC, provided the appointment of sub-CONTRACTOR was authorized and subject to submission of following documents in support of meeting the “Bidder’s Qualification Criteria”:

- i. **Documentary evidence/Certificate by the end-User/Owner/PMC**, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-CONTRACTOR to the Main CONTRACTOR.
- ii. **Work order and Completion Certificates indicating the value of works and date of completion** issued by Main CONTRACTOR (including SOR, wherever required for establishing scope of work).

##### **d) EXPERIENCE OF OWN PROJECTS:**

Experience of only the Bidding entity shall be considered. A job executed by a Bidder for its own plant/projects shall not be considered as experience for the purpose of meeting the Qualification Criteria of the Enquiry document.

However, **Jobs executed for Subsidiary/ Fellow subsidiary / Holding company shall be considered as experience for the purpose of meeting BQC, subject to submission of additional document towards “tax paid invoice(s) duly certified by Statutory Auditor of the Bidder or consolidated statement issued by Statutory Auditor of the Bidder towards payments of statutory tax” in support of the job executed for Subsidiary/ Fellow subsidiary / Holding company.**

**In case referred Project falls under “No Tax Area” (like SEZ), Bidder can submit certificate from their Statutory Auditor to this effect in place of Tax paid invoice.**

Chartered Accountant (CA) (in place of Statutory Auditor) is acceptable where audited accounts are not mandatory as per law for latest financial year. Also, CA shall not be an employee/ Director and not having any interest in the Bidder's company/Firm.

- e) In case, **two separate Bidders submit reference of same work (wherein one was Main CONTRACTOR and the other was Sub-CONTRACTOR)** for meeting Bidder Qualification Criteria, both Bidders' experience shall be considered for qualification subject to Bidder's meeting other qualification requirements.
- f) The annual inflation in the value of contract executed by the Bidder under the past experience shall not be considered.
- g) In case the Bidder has executed Composite Works which includes the qualifying work(s) as per the definition of “Similar Work” stipulated above, then the value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.
- h) In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BQC value-wise and with respect to Similar Work, the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC for that/those Part(s).

However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document No., cumulative value of such completed Work Orders meeting definition of Similar Work, as submitted, shall be considered for the purpose of BQC Evaluation.

**i) TAXES/DUTIES IN BQC EVALUATION:**

The executed Contract value as per the Completion Certificate shall be considered for meeting value-based Experience Criteria of BQC.

However, if the completion certificate also indicates details of taxes & duties, then these values of taxes and duties shall be excluded for evaluation/qualification.

**j) CURRENCY CONVERSION FOR EVALUATION OF BQC:**

- i. In case currency indicated in the BQC related document (work order/completion certificate etc.) submitted by Bidder towards qualification of value-based experience criteria is other than in Indian Currency/specified foreign currency, the value of work shall be derived to Indian Currency/specified foreign currency considering “**Bill Selling (foreign exchange) Rate of State Bank of India**” as on the **date of award of work.**
- ii. In case, the SBI Bill Selling rate is not available as on the date of conversion as specified above for respective cases, the currency conversion rate shall be taken from the Internet, such as:

<https://www.xe.com/currencyconverter>,  
<https://www.oanda.com/currency/converter>,  
<https://economictimes.indiatimes.com/markets/forex/currency-converter>

## 5.2 FINANCIAL CRITERIA

### 5.2.1 Turnover:

The **average annual turnover** during three preceding financial years of the bidder as per the audited annual financial results shall be minimum **INR 6,87,46,000/- (INDIAN RUPEES SIX CRORE EIGHTY-SEVEN LAKH FORTY-SIX THOUSAND ONLY)**.

**Turnover (for the Financial Statement pertaining to post GST regime):** Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

#### **Note for clause 5.2.1 above**

***Criteria for turnover (as mentioned above) shall be relaxed by 15% for valid Micro and Small Enterprises (MSEs) including MSE-Traders subject to meeting the prescribed quality and technical specification of the Enquiry.***

### 5.2.2 Net-worth:

The net worth of the bidder as per the immediate preceding year's Audited Financial Statements should be positive.

However, Indian Central Public Sector Undertakings / Enterprises shall be exempted from the requirement of Net-worth.

#### **Calculation of Net-worth:**

Net worth means paid up share capital, Share Application Money pending allotment\* and reserves# less accumulated losses and deferred expenditure to the extent not written off.

# Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

\*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of Net-worth shall be as follows:

Paid up share capital	XXXX
Add : Share Application Money pending allotment	XXX
Add : Reserves (As defined Above)	XXXX
Less : Accumulated Losses	XX
Less : Deferred Revenue Expenditure to the extent not written off	XX
Net worth	XXXX

### 5.2.3 Working Capital:

5.2.3.1 **Working Capital** of the Bidder as per the immediate preceding year's audited annual financial results should be at least **INR 2,29,15,000/- (INDIAN RUPEES TWO CRORE TWENTY NINE LAKH FIFTEEN THOUSAND ONLY)**.

5.2.3.2 Working Capital (WC) shall be **Current Assets minus Current Liabilities**.

**Where Current assets means asset when it satisfies any of the following criteria:**

(a) it is expected to be realized in, or is intended for sale or consumption in, the company's normal operating cycle\*;

- (b) it is held primarily for the purpose of being traded;
- (c) it is expected to be realized within twelve months after the reporting date; or
- (d) it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date.

**Where Current Liabilities means liabilities when it satisfies any of the following criteria: -**

- (a) it is expected to be settled in the company's normal operating cycle\*;
- (b) it is held primarily for the purpose of being traded;
- (c) it is due to be settled within twelve months after the reporting date; or
- (d) the company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. Terms of a liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

\*An operating cycle is the time between the acquisition of assets for processing and their realization in cash or cash equivalents. Where the normal operating cycle cannot be identified, it is assumed to have a duration of twelve months.

5.2.3.3 Bidders (Partnership/Proprietorship firms) are required to submit the details from their Statutory Auditor/Chartered accountant (in the format enclosed as per [Appendix-III to IFB](#)).

5.2.3.4 In case bidder is unable to meet the working capital requirement as above, the bidder can supplement the working capital with a fund-based Line of Credit (LOC) from any scheduled bank in India or a commercial bank having Net worth more than equivalent INR 1000 million (INR 100 Crores).

**Example: If the Working Capital required is INR 50 Crore and the Bidder has Working Capital of INR 30 Crore as per the Audited Financial Statement, Bidder needs to submit a LOC for the balance INR 20 Crore.**

**Further, if the Working Capital required is INR 50 Crore and the Bidder has Working Capital of (-) INR 10 Crore as per the Audited Financial Statement, Bidder needs to submit LOC for INR 60 Crore to meet the BQC requirement.**

5.2.3.5 In such a case, Bidder shall furnish a declaration from the bank for availability of unutilized fund-based line of credit for the shortfall in WC below the specified WC value in the format (enclosed as [Appendix-I to this IFB](#)). **The letter shall provide the status of Fund based Line of Credit as on any date between the date of Enquiry and final Bid Due Date.**

5.2.3.6 **Notes to working capital:**

- a) Currency for seeking the amount of line of credit from the bank shall be in INR.
- b) If any bidder is not meeting the working capital requirement from its audited Financial Statement, Bidder has the option to submit the line of Credit certificate from their banker along with the bid. After opening of bids, in case the bidder is not meeting the required working capital amount even from the line of credit certificate submitted alongwith the bid, no further opportunity shall be given to bidder to modify or replace the certificate by any subsequent certificate from the same bank or any other bank.

However, if the bank certificate submitted in the bid is carrying certain inaccuracies in the language of the certificate as per the attached format [[Appendix-I to this IFB](#)], bidder shall be asked to clarify or make corrections in the language of the bank letter. In case of such clarifications/corrections, the same shall be submitted as an amendment to the line of credit from the bank submitted in the bid. In no case alterations in the amount of line of Credit as already submitted in the bid shall be allowed.

- c) If any bidder is not meeting the working capital requirement as per its audited Financial Statement and also has not submitted the required line of credit certificate from bank in the bid, the bidder shall be rejected and no opportunity to submit the certificate shall be provided to bidder.
- d) Declaration letter for the working capital shall be from a single bank only. Letters from multiple banks will not be acceptable. However, banking syndicate will also be allowed wherein a group of banks can jointly underwrite and jointly lend money to the bidder. In case of banking syndicate also, declaration letter for meeting the working capital shall be from a single bank only.
- e) Bidder shall be required to upload the copy of line of credit certificate along with the bid on the e-tendering portal itself, duly signed by a digital signature. The bidders shall not be required to submit the original of the line of credit certificate separately.

**Note applicable for clause 5.2 above:**

- a) **Financial BQC parameters shall be calculated after giving effect to the impact of quantified and qualified Auditor's opinion (if any) given in the Statutory Auditor's Report.**

**5.3 DOCUMENTS AND DATA REQUIRED WITH BID**

Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid to justify that the bidder meets the Qualification criteria as given above.

**5.3.1 Documents towards Experience Criteria (Clause No. 5.1 above):**

The bidder in his own interest shall furnish the following documents in support of his meeting the Bidder Qualification Criteria as per clause no. 5.1 above:

- i. Work Order(s) along with SOR.
- ii. Completion Certificates (having co-relation with Work Order). The Completion Certificate shall have details like Work Order No. / Date / Brief scope of work, ordered & executed value of the job / completion date etc.
- iii. Any other relevant documents, if required, to substantiate the executed value of similar work and to establish the similar work as defined in IFB, co-relating the work order and/or Completion certificate, including but not limited to the certificate from Owner/End User/PMC, certified copy of invoice/ final Bill, SOR, Payment Terms etc. (as applicable).
- iv. Bidder shall submit documentary proof such as Scope of works/specification/survey reports/drawings (for civil works, RCC works in framing / roofing structure, Structural Works in framing / roofing structure)/Invoices/Final Bill or any other documentary evidence to substantiate the executed value of similar work and to establish the Similar Work as defined in clause no 5.1.1 correlating the work order and completion certificate.
- v. Documents, as applicable, in line with clause no. 5.1.2 above.

**5.3.2 Documents towards Financial BQC [IFB Clause 5.2]:**

Bidder shall submit Complete Audited Standalone Financial Statement (which includes 'Balance Sheet' and 'Profit & Loss Account' along-with all the Schedules, Notes referred to therein and the Auditor's report) of the preceding 3 (Three) financial years to substantiate the Financial BQC.

**Submission of Consolidated Audited Financial Statement:**

- i) **Bidder is a Parent/Holding Company:** Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial

statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO of the bidder, certifying that standalone Financial Statements of bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.

- ii) **Bidder is a Subsidiary Company:** In case a bidder is a subsidiary company and separate Financial Statements of the bidder is not prepared & audited, but only a consolidated audited Financial Statements of their Parent Company/Holding Company as available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letterhead that Financial Statements of bidder are not separately prepared and audited.

In case the financial year closing date is within 9 months of final bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

For example, in case audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31<sup>st</sup>December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31<sup>st</sup> December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

Note:

For meeting the Financial Criteria, bidders shall be required to submit the Audited Annual Reports / Financial Statements of the Company as per the provision mentioned above, duly audited and issued till the final bid due date. Accordingly, Financial Statements of the Company audited & issued post final bid due date and time shall not be considered for evaluation.

- 5.3.3 Failure to meet the above Qualification Criteria [clause 5.1 & 5.2 above] will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.
- 5.3.4 **Eligibility and Conditions:**  
The subject enquiry is issued on domestic basis. Hence, as per “**Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017**” revised and issued by DPIIT vide Order no. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, only Class-I local supplier and Class-II local supplier (for definition, refer order) shall be eligible to bid. **However, Purchase preference [PPP-MII] shall be applicable for Class I Local supplier only.**
- 5.3.5 **Bidders are required to submit all such past experience (s) (PTR) meeting the BQC (refer clause 5.1 above) along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder.**
- 5.3.6 MSEs shall provide the necessary valid documentary evidence, i.e., UDYAM Registration Certificate (URC). MSE Bidders shall be eligible for exemption (Turnover and Value based experience criteria) only if the URC Certificate / URC detail as submitted in the Bid. The Udyam registration certificate shall be verified from Gol Udyam registration portal (present web address is <https://udyamregistration.gov.in>). The status of the MSE Bidder as on the date of Unpriced Bid opening shall be considered. Since the MSE certificate shall be verified from the portal, therefore authentication of MSE document shall not be required.

5.3.7 Bidder shall ensure that any certificate / reports issued / attested by a practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued / attested without UDIN number of practicing Chartered accountant in India shall not be considered for evaluation.

5.3.8 **AUTHENTICATION OF BIDDER'S BQC DOCUMENTS:**

a) **Bidder's Prime Responsibility:**

It is Bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by EIL/MRPL shall absolve Bidder from his responsibility.

Under the MRPL suspension/ banning rules (this can be accessed at URL [www.mrpl.co.in](http://www.mrpl.co.in), refer to Tenders - Holiday Listing Policy), the punishment for such an action is clearly mentioned. Moreover, the Bidding Document additionally indicates other actions against the bidder like encashment of EMD or CPBG depending upon the stage of discovery of the fraud/ false documentation. Moreover, the bidder's organisation is responsible for any and all actions of their employees and any claims seeking to pin point the blame on some employee of bidder and attempting to absolve the bidder's organisation will not be entertained. The bidder must also note that the Purchaser reserves the right to proceed based on acceptable offers (who have submitted authenticated documents in line with the mechanism given below) and reject outright the other bids which have some shortcoming including non-submission of authenticated documents. The bidder shall therefore submit the authenticated documents alongwith the offer itself and in case of rejection of his bid shall not have any right to seek another opportunity for submission of authenticated documents.

b) **Mechanism for bidder's certification regarding Authenticity of BQC Documents:**

In order to lend credibility and instill confidence in the procurement process, the mechanism for bidder's certification regarding authenticity of BQC documents has been prescribed as under:

- i. Bidders shall furnish an undertaking in the format (**attached as Annexure-A to this IFB**) towards authenticity of submitted BQC documents, duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.
- ii. Proprietorship/Partnership firms shall submit the undertaking as per format (**attached as Annexure-A to this IFB**) duly signed by the Proprietor / any two Partners.

c) MRPL/EIL, at its discretion reserves the right to verify information submitted and inspect the facilities at party's work to confirm their capabilities. MRPL/EIL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project.

5.3.9 **Language of Documents:**

In case any of the supporting documents towards BQC are not in English language, then copies of the English translation of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in bidder's country or bidder's Embassy in India or any translator in India recognized/ authorized by bidder's Embassy.

5.3.10 **Verification of BQC documents:**

a) Bidders to note that verification of BQC credentials shall be taken up with issuing Authorities. This may be carried out by EIL through e-mail / letter or visit. Bidder shall provide complete assistance towards the same. It shall also be the responsibility of the bidder to assist EIL in carrying out this exercise.

Accordingly, bidder shall ensure that bidder shall submit those executed works meeting the qualification criteria for which verification can be done from respective Clients/issuing authorities.

- b) Project progress shall continue including releasing the LOA / PO. However, first payment to the Bidder shall be released only on completion of verification.
- c) Failure of cross verification shall entitle EIL/MRPL to reject the bid or terminate the Purchase Order / Contract, if issued.
- d) Verification shall be undertaken as per the common prudence / common sense of day to day working and despite all the above checks, if frauds of forensic nature take place, same shall be treated under different category.
- a) In case the BQC documents have already been verified by EIL for any other enquiry/ tender, the same may also be considered verified on strength of previous verification and accepted by EIL. However, in such case, bidder shall indicate in their bid that PTR documents submitted in this bid has already been verified by EIL from Bidder's Client in tender no. \_\_\_\_\_ for Project.
- b) In case bidder's supporting documents are not in English language and bidder also submits duly certified translated documents, verification from document issuing authority shall be carried out only for the original documents issued by the Client.

## **6.0 EVALUATION METHODOLOGY:**

6.1 Refer Bid Data Sheet (BDS)

## **7.0 PRE-BID MEETING**

7.1 Bidders are requested to attend a pre-bid meeting as per the date and information mentioned in Cl. 4.0 above.

7.2 Pre bid query must be submitted exclusively through NIC CPP Portal <http://eprocure.gov.in/eprocure/app>. Queries sent through e-mails or by any other mode shall not be given any cognizance. The queries received within cut-off date shall be replied during the Pre-bid meeting.

7.3 Bidder to ensure that authorized representatives attending the pre-bid meeting should be competent to discuss and conclude the technical and commercial issues, so that they are able to submit a 'Zero Deviation Bid'.

7.4 Bidder should clearly understand the requirement of submission of documents / data along with the bid during pre-bid meeting itself so that bids received are in compliant with requirement of Bidding Document.

7.5 It is to be noted that if bidders fail to attend the pre-bid meeting and submit their bid, they shall be considered for evaluation in the same manner if their bid is acceptable and their offer is in line with the bid requirement. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

## **8.0 INTEGRITY PACT:**

8.1 Proforma of Integrity Pact (IP) attached with the bidding document shall be returned by the Bidder along with the bid, duly signed by the same signatory who is authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed. Non-submission of IP shall lead to rejection of offer.

8.2 No deviations / modifications in IP shall be acceptable. Bidder shall submit the same format of signed integrity pact (as provided in the bidding document duly signed by the buyer), duly filled-in, signed & stamped by the authorised signatory of bidder on all pages.

8.3 The bidder in addition to submitting Integrity Pact shall also be required to specifically confirm that "Bidder is not involved in any case of transgression in terms of Integrity Pact" by submitting signed & stamped copy of "Undertaking w.r.t. Section-5 of Integrity Pact" (**refer Proposal form-K**).

- 8.4 Integrity Pact shall be signed by the authorised signatory of the bid subject to following:
- a) In case of Proprietorship firm IP may be signed by the Proprietor.
  - b) In case of Partnership firm, IP shall be signed by at least two authorized Partners of the firm unless otherwise specified in the IP format.
  - c) In case of sub-contracting by the contractor, the principal Contractor shall take the responsibility of the adoption of IP by the sub-Contractor. In view of this, wherever contractor proposes any sub-contractor in the Bid, it shall be ensured that such sub-contractor also sign the Integrity Pact and submit the same in the Bid. However, the undertaking for transgression shall be submitted by principal contractor only including the confirmation of transgression status of subcontractors.
  - d) For details of Independent External Monitors (IEM), refer ITB.

**9.0 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:**

- 9.1 Bids must be accompanied with Earnest Money Deposit / Bid Security as mentioned above [**clause 4.0 (g)**]. Bids not accompanied with requisite Earnest Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected.
- 9.2 EMD shall be in favour of MRPL and shall be acceptable in the form of Crossed Demand Draft or in the form of a Bank Guarantee in the prescribed pro-forma enclosed in the Bidding document (on non-judicial stamp paper of value not less than INR 100/-) from any Indian scheduled bank (other than Co-operative Bank) or from any Indian branch of an international bank or from any Indian Branch of an International Bank or from any foreign branch countersigned by Indian Branch of the said International Bank. EMD can also be submitted through Net-banking. **EMD-BG shall be valid for two months beyond the bid validity [i.e., 06 months from Final Bid due date].**
- 9.3 Bidder shall upload the scanned copy of EMD / Proof of Electronic Fund Transfer on CPP Portal along with the e-bid. **SWIFT payment acknowledgement message/ Cheque/ Cash shall not be acceptable.** In case, bidder fails to upload scanned copy of EMD on CPP Portal by the final bid due date & time, such bid shall not be considered for evaluation.

**If the Bidder is unable to submit EMD in original physical form within the due date and time for Bid submission, bidder may submit the original physical form of EMD within 5 working days (as per EIL, New Delhi) from the date of un-priced bid opening, provided copy of the same have been uploaded on CPP Portal. In case the Bidder fails to submit the same in original physical form within 5 working days (as per EIL, New Delhi) from the date of un-priced bid opening, the bid shall be rejected, irrespective of bidder status / ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder. The date of issuance of EMD shall be on or before the final due date of bid submission.**

**Address for submission of Original Physical form of EMD:**

**Engineers India Ltd.,  
EI Bhawan (Dak receipt section),  
1, Bhikaji Cama Place,  
New Delhi – 110066  
Mr. Manoj Kumar – DGM (SCM-C&P)  
1st Floor  
(Job no. B903)**

- 9.4 Bidder shall be required to submit genuine & valid DD / BG with the bid, meeting the requirements for the same specified in this IFB in the first instance itself. Bids

submitted without Bid Security or Bids Submitted with Bid Security for an amount less than the specified amount or Bid Security submitted in favour of beneficiary other than as specified in Enquiry Document or from other than the required bank shall be rejected outright. Further, in case Bank Guarantee / DD submitted by the bidder is found to be fake, the bid will be rejected and a suitable action as per provision of Fraudulent Practice shall be initiated.

9.5 Apart from hard copy submission of BGs, bank guarantee issued shall also be routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and verification. The information/ messaging (as per SFMS) platform) shall be sent by BG issuing bank branch to MRPL's Banker.

9.6 In case the bidder opts for electronic fund transfer in lieu of EMD, the bidder shall upload or provide the proof of electronic fund transfer to MRPL account for the amount of EMD as per the bidding document along with Bank Commission Charges, if any, before the due date and time of submission of un-priced bid. Such bids shall be opened on the bid due date and the scanned copy of proof of fund transfer and bank mandate form uploaded by the bidder shall be forwarded to MRPL for confirmation. However, such bids shall be considered for further evaluation only on receipt of confirmation of receipt of funds by MRPL. If the same is not received by MRPL within final Bid due date and time, such bids shall be rejected.

**Bank details for Net-Banking are as follows:**

Union Bank of India (Erstwhile Corporation Bank)

Kuthethoor, MRPL Site-575030

Bank Account Number :560101000026927

IFS Code (IFSC): UBIN0905925

SWIFT Code: UBININBBMAP

MICR Code: 575026018

9.7 EIL/ MRPL shall return EMD to unsuccessful Bidders if it is submitted in the form of BG. MRPL shall return the EMD submitted in the form of DD / Electronic Funds Transfer directly to unsuccessful Bidders. In the case of successful Bidder, the EMD shall be returned to them after the order / contract is effective and Contract Performance Bank Guarantees submitted as per tender conditions. No interest shall be payable by MRPL on the EMD at the time of returning the same.

9.8 **Exemption of EMD/Bid Security:**

i) Indian CPSUs shall be exempted from submission of bid security. State PSUs are not exempted. CPSUs shall submit declaration to this effect that being CPSU they are exempted from submitting Bid Security.

ii) **Being Works Contracts, No EMD exemption is applicable for MSE Bidders.**

iii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

9.9 **Conditions regarding forfeiture of bid security:**

The bid security of a bidder shall be forfeited in any of the following situations:

- a) If the bidder submits alternative bids; or
- b) If the bidder suo moto modifies his bid; or
- c) Withdraws his bid during the period of bid validity; or
- d) In case, during evaluation of bid, it is found that any forged/fake document has been furnished.
- e) In the case of a successful bidder, if the bidder fails or refuses:

- i. to accept the Purchase Order/signing of the Contract
- ii. to furnish Contract Performance Bank Guarantee.
- iii. to accept arithmetical corrections of its bid, as per the terms of the Bidding Document.

In case, any of the above events happens, the bidder shall be given a notice of 7 days to take corrective action and in case corrective action is not taken, the bid security shall be encashed without any further notice. The approval for such encashment shall be provided by MRPL.

## **10.0 OTHER POINTS:**

### **10.1 Zero Deviation Bidding:**

This Enquiry has been issued on zero deviation basis. Accordingly, bid to be submitted on zero deviation basis and in strict compliance with the terms & conditions, scope, specifications and other stipulations contained in the enquiry and without any deviations.

### **10.2 POWER OF ATTORNEY:**

Refer clause no. 22.0 of ITB.

### **10.3 SUBMISSION OF BIDS & VALIDITY**

- (i) Bids are required to be submitted only through Govt. of India CPP Portal at <http://eprocure.gov.in/eprocure/app> on or before the Bid submission date and time. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). No enrolment fee would be charged from the bidders. 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 enrol on Govt. of India CPP portal and upload/submit their bid well in time. In the event of failure in bidder's connectivity with EIL/CPP 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 to refer Instruction to Bidders for E-Tendering Methodology provided as Annexure-I to Instructions to Bidders (ITB), in the Bidding Document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from EIL and/or CPP Portal Helpdesk, whose contact information is provided in the Annexure-I to ITB.
- (v) Subsequent to the submission of bid, bidders are not allowed to change the price or substance of the bid i.e. scope of work, specifications, delivery schedule, completion period etc. including modification of the bid to meet the BQC.
- (vi) **Validity of bid shall be 4 (four) months from the final due date of submission of Bids.**

## **11.0 PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA**

- 11.1 Refer attached [APPENDIX-II to this IFB](#).

## **12.0 GENERAL**

- 12.1 Unincorporated Joint Venture (JV) / Consortium Bids shall not be accepted.
- 12.2 EIL/MRPL reserves the right to evaluate the Bids using in-house information.
- 12.3 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit an undertaking in Company's letterhead as per the format enclosed in the bidding document [**refer proposal Form-G in this regard**].
- 12.4 Bidder shall not be on Holiday/Negative list/Suspension/Banning list of MRPL/EIL on final due date of submission of bid/date of unpriced bid opening/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. For details, refer clause no. 2.3 of ITB.
- 12.5 MRPL / EIL shall not be responsible or liable for cost incurred in preparation, submission & delivery of Bids, site visit, participating in discussions and other expenses incurred during the Bidding process, regardless of the conduct or outcome of the Bidding process.
- 12.6 In case, any Bidder is found to be involved in cartel formation, their Bid shall not be considered for evaluation/placement of order. Such Bidder shall be put on Holiday / blacklisted / debarred from Bidding in future for MRPL/EIL.
- 12.7 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 12.8 EIL/MRPL reserves the right to reject any/or all the Bids received or annul the Bidding process at any time at their sole discretion without assigning any reason thereof.
- 12.9 Consultant for this Project or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.
- 12.10 Unsolicited clarifications to the offer and/ or change in the prices during the Bid validity period would render the bid liable for rejection.
- 12.11 **Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement (DMI&SP) shall be applicable in line with the provisions of Bidding document.**
- 12.12 **Being Works Contract "Purchase Preference under Public Procurement Policy, 2012 for MSEs" is not applicable.**
- 12.13 No BQC relaxation is applicable for Start-ups.
- 12.14 For terms and conditions and other details/Specifications, refer complete Bidding document and subsequent Amendment(s), if any.

**This is not an Order.**

For & on behalf of MRPL  
(Authorized Signatory)

Name: Manoj Kumar  
DGM (SCM-C&P)

e-mail: [manoj.kumar.pur@eil.co.in](mailto:manoj.kumar.pur@eil.co.in)

**(To be declared by the Bank on their Letter Head)**

**DECLARATION FOR AVAILABILITY OF UNUTILIZED LINE OF CREDIT**

To,

M/s Mangalore Refinery & Petrochemicals Ltd. (MRPL)/ Engineers India Limited (EIL)

**BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7**

**NAME OF WORKS: CIVIL & STRUCTURAL WORKS FOR IRT**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

We \_\_\_\_\_ <Insert Name of Bank>, a Bank, having its registered office at \_\_\_\_\_ <Insert full address of the Bank with Country Name> and Branch at \_\_\_\_\_ <Insert full of Branch address with Country Name, in case different from registered office >, hereby confirm that the Company M/s \_\_\_\_\_ <Insert Company Name in favour of whom Declaration being issued>, having its registered office at \_\_\_\_\_ <Insert full address of Company with Country Name> and their working Office address at \_\_\_\_\_ <Insert full working office address with Country Name, in case different from registered office >, is having Bank account with our Bank.

The credit limits of the Company as on \_\_\_\_\_ <Insert any Date between the date of Enquiry and final Bid Due Date> are as follows:

<b>Fund Based Line of Credit (towards Working Capital like CC Limit)</b>	<b>Amount in INR</b>
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

The Bank further hereby declare [Bank to specify as applicable]:

(a) that we are a Scheduled Commercial Bank in India having Net Worth more than **INR 100 Crores** (or equivalent USD) as per our latest audited financial statements.

Yours Faithfully,

Signature

Name:

Designation:

E-mail ID:

Mobile number

**PROCUREMENT FROM BIDDERS FROM COUNTRY(IES) SHARING LAND BORDER WITH INDIA**

- 1.0 Department of Expenditure (DoE) vide **O.M. No. 7/10/2021-PPD(1) dated 23.02.2023** has issued the revised guidelines for Restrictions on Procurement from Bidders from Country(ies) sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in>).
- 2.0 **Requirement of registration from Competent Authority:**
- i). Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**
  - ii). Any Bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority, specified in **Annexure-I of DoE O.M. No. 7/10/2021-PPD(1) dated 23.02.2023.**
- 3.0 **This Order shall not apply to the following special cases:**
- i). In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
  - ii). This order shall not apply to procurement by Indian missions and by offices of Government agencies/ undertakings located outside India.
  - iii). This order will not apply to Bidders (or Entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
  - iv). Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.
- 4.0 **Definitions:**
- i). "**Bidder**" (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process.
  - ii). "**Tender**" will include other forms of procurement, except where the context requires otherwise.
  - iii). "**Transfer of Technology**" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to

perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

- iv). **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified in [paragraph 5.0](#), occurring on or after 23.07.2020.
- v). **"Bidder (or entity) from a country which shares a land border with India"** means
- (a) An entity incorporated, established or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) An Indian (or other) agent of such an entity; or
  - (f) A natural person who is a citizen of such a country; or
  - (g) A Consortium or Joint Venture where any member of the Consortium or Joint Venture falls under any of the above.
- vi). **Beneficial Owner** for the purposes of [paragraph 4.0 v\) \(d\)](#) will be as under:
- a) **In case of a Company or Limited Liability Partnership**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
Explanation: -
    1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
    2. "Control" shall include the right to appoint the majority of the Directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b) **In case of a Partnership Firm**, the beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - c) **In case of an Unincorporated Association or body of Individuals**, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - d) Where no natural person is identified under a) or b) or c) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;
  - e) **In case of a Trust**, the identification of beneficial Owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vii). **"Agent"** is a person employed to do any act for another, or to represent another in dealings with third persons.
- [Note:
- i). A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial

relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

- ii). However, a Bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

#### 5.0 **Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):**

- i). Certain sectors and technologies have been identified as sensitive from the national security point of view. **The sectors listed in Schedule I (copy attached) are considered Category-I sensitive sectors. The sectors listed in Schedule II (copy attached) are considered Category-II sensitive sectors.** The technologies listed in **Schedule III** (copy attached) are considered sensitive technologies.
- ii). For **Category-I sensitive sectors**, Bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.
- iii). For **Category-II sensitive sectors**, Bidders with ToT arrangement in the sensitive technologies listed in **Schedule III**, with an entity from a country which shares a land border with India shall require registration.
- iv). In **Category-II sensitive sectors**, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule-III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration.

Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Based on security considerations, a Ministry/ Department in a **Category-II sensitive sector** or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

#### 6.0 **Sub-contracting in works contracts**

In works contracts, including turnkey contracts, Contractors shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "**Contractor from a country which shares a land border with India**" shall be as given in above **paragraph 4.0 v**). In such tenders, Bidder shall be required to submit a certificate of Compliance in the enclosed **Form-IB**.

[Note: Procurement of raw material, components, etc. does not constitute sub- contracting].

#### 7.0 **Certificate regarding compliance**

Bidder shall submit a certificate of Compliance in the enclosed **Form-I A/ Form-I B/ Form - II** (as applicable).

This certificate shall be on the Bidder's Letter head and shall be duly signed & stamped by the authorised signatory of the Bidder.

In case at any stage, if it found the certification given by the Bidder is false, their Bid shall be rejected and shall be liable for other penal actions like placement on Suspension/ banning or encashment of EMD (if applicable). However, if this is found after order placement, this would be ground for immediate termination and further legal actions in accordance with law/ provisions of Bidding Document including suspension/ banning and forfeiture of CPBG/ Security Deposit.



**BIDDER'S UNDERTAKING IN CASE OF SUB-CONTRACTING IN WORK CONTRACTS****(On Company's Letter Head)**

To,

M/s Mangalore Refinery &amp; Petrochemicals Ltd. (MRPL)/ Engineers India Limited (EIL)

**BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7****NAME OF WORKS: CIVIL & STRUCTURAL WORKS FOR IRT**

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-Contracting to Contractors from such countries; I hereby certify that, Bidder M/s\_\_\_\_\_ (Name of the Bidder) is:

i).	Not from such a country	[       ]
ii).	If from such a country, has been registered with the Competent Authority and will not sub-Contract work to a Contractor from such countries unless such Contractor is registered with the Competent authority	[       ]

**Notes:**

- a) Bidder to tick appropriate option (√) in either i) or ii) above)
- b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

**(#) Undertaking shall be signed by the authorized signatory of the Bidder.**

**BIDDER'S UNDERTAKING IN CASE OF TRANSFER OF TECHNOLOGY (ToT) ARRANGEMENT****(On Company's Letter Head)**

To,

M/s Mangalore Refinery &amp; Petrochemicals Ltd. (MRPL)/ Engineers India Limited (EIL)

**BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7****NAME OF WORKS: CIVIL & STRUCTURAL WORKS FOR IRT**

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. Bidder M/s \_\_\_\_\_ (Name of the Bidder), hereby certify that,

i).	Bidder does not have any ToT arrangement requiring registration with the competent authority	[       ]
ii).	Bidder has valid registration to participate in this procurement	[       ]

**Notes:**

- a) Bidder to tick appropriate option (✓) in either i) or ii) above)
- b) In case of sl. no. ii) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

**(#) Undertaking shall be signed by the authorized signatory of the Bidder**

To,

M/s Mangalore Refinery & Petrochemicals Ltd. (MRPL)/ Engineers India Limited (EIL)

**BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7**

**NAME OF WORKS: CIVIL & STRUCTURAL WORKS FOR IRT**

**WORKING CAPITAL CALCULATION**

**(On Letter Head of Statutory Auditor/CA)**

We, \_\_\_\_\_ <Insert Name of Statutory Auditor>, a CA firm having our registered office address \_\_\_\_\_ <Insert full address of Statutory Auditor> and certificate number \_\_\_\_\_ <Insert certificate number>, certify that we are the Statutory Auditor of the Company/Firm M/s \_\_\_\_\_ <Insert Name of the Bidder>, having its registered office at \_\_\_\_\_ <Insert Address of Bidder>.

**OR**

We, \_\_\_\_\_ <Insert Name of CA>, a CA firm having our registered office address \_\_\_\_\_ <Insert full address of CA> and certificate number \_\_\_\_\_ <Insert certificate number>, certify that statutory auditor is not mandatory for the Company/Firm M/s \_\_\_\_\_ <Insert Name of the Bidder>, having its registered office at \_\_\_\_\_ <Insert Address of Bidder> as per prevailing law and we are practicing Chartered Accountant, not being an employee/ Director and not having any interest in the Company/Firm.

**(\* The certificate from CA in place of Statutory Auditor is acceptable where audited accounts are not mandatory as per law at the time of preparation of financial statement for a particular financial year. Also, CA shall not be an employee/ Director and not having any interest in the bidder's company/Firm).**

The Working Capital calculation details of the above-mentioned Company/Firm are as follows:

**Table 1**

S.no. (1)	Particulars (2)	Value as on the date of Balance sheet (INR) (3)	Amount Receivable/ Due within 12 months from the date of balance sheet date or as per above definition (Cl.no. 5.2.3.1 of IFB) of current assets and current liabilities (4)
<b>A.</b>	<b>Assets which are not classified as current assets in the Balance sheet.</b>		
<b>a.</b>	Loans and Advances	XXXXX	XXXXX

<b>b.</b>	Investments (Including Fixed Deposits)	XXXXX	XXXXX
<b>c.</b>	Other asset which are not classified as current assets	XXXXX	XXXXX
	<b>TOTAL (a+b+c)</b>	<b>(X)</b>	<b>XXXXX</b>
<b>B.</b>	Liabilities <b>which are not classified as current liabilities</b> in the Balance sheet.		
<b>a.</b>	Secured Loans	XXXXX	XXXXX
<b>b.</b>	Unsecured Loans	XXXXX	XXXXX
<b>c.</b>	Provisions	XXXXX	XXXXX
<b>d.</b>	Other Liabilities which are not classified as current Liabilities.	XXXXX	XXXXX
	<b>TOTAL (a+b+c+d)</b>	<b>(Y)</b>	<b>XXXXX</b>

**Table 2 [WORKING CAPITAL]**

S. no.	Particulars	Amount (INR)
<b>A</b>	Current Assets as per Balance sheet	XXXXX
<b>B</b>	Add: - Amount as per <b>(X)</b> of Table 1.	XXXXX
<b>C</b>	<b>Total Current Assets (A+B)</b>	XXXXX
<b>D</b>	Current Liabilities as per Balance sheet	XXXXX
<b>E</b>	Add: - Amount as per <b>(Y)</b> of Table 1.	XXXXX
<b>F</b>	<b>Total Current Liabilities (D+E)</b>	XXXXX
	<b>Working Capital (C-F)</b>	XXXXX

Signature with date

Name:

Designation:

UDIN:

E-mail ID:

Mobile number:

Tel (with STD Code):

Seal:

**<<To be submitted on Bidder's Letter-head>>**

To,

M/s Mangalore Refinery & Petrochemicals Ltd. (MRPL)/ Engineers India Limited (EIL)

**BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7**

**NAME OF WORKS: CIVIL & STRUCTURAL WORKS FOR IRT**

**UNDERTAKING**

I, \_\_\_\_\_ S/o/D/o of \_\_\_\_\_ working as \_\_\_\_\_ (authorized signatory of Bidder holding Power of Attorney for signing of Bid or proprietor / any two partners in case of Proprietorship / Partnership firms (indicate, as applicable) of the Company/Firm \_\_\_\_\_ having its registered office at \_\_\_\_\_ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference \_\_\_\_\_ against your Enquiry document \_\_\_\_\_ are true, authentic, genuine and true copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents has been submitted with full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud (ii) provisions of bidding conditions and (iii) Suspension / Banning rules of Owner/EIL, which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

It is further certified that, if any documents are required to be submitted by our company/Firm subsequent to submission of bid, shall also be submitted under my knowledge and shall be true, authentic, genuine copy of its original and shall not be false/forged or fabricated.

I hereby acknowledge that the Owner/EIL possesses the right to verify the BQC Documents from the relevant document issuing authority or end user. The results of this verification, as stated above, shall be binding upon our Company/Firm, without any opportunity for dissent or contestation.

I also accept that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of land and provisions of the Bidding Documents and EIL/Owner's right to put our company on Suspension / Banning list for future business with EIL/Owner.

Specimen Signature of authorized signatory of Bid

Signature

Name & Designation (Proprietor in case of Proprietorship Firm / any two Partners in case of Partnership firm (indicate, as applicable)).

No.F.7/10/2021-PPD (1)  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division

264-C, North Block, New Delhi.  
23.02.2023.

**Order (Public Procurement No. 4)**

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.**

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

**Requirement of registration:**

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.

4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.

5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

**Applicability:**

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

**Definitions:**

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

*Explanation:-*

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

**Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

#### **Sub-contracting in works contracts**

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

## **Certificate regarding compliance**

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

## **Validity of registration**

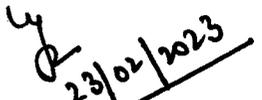
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

## **Government e-Marketplace (GeM)**

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

## **Model Clauses/ Certificates**

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

  
23/02/2023  
(Kanwalpreet)  
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

**List of Category-I Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

**List of Category-II Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

**List of Sensitive Technologies:**

<b>Sr.No.</b>	<b>Sensitive Technologies</b>
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

**Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
  - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[\*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

**Special Cases**

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

**Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.**

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

**A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):**

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

#### **Model Certificate for Tenders:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

#### **Model Certificate for Tenders for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Model additional certificate by Bidders in the cases of specified ToT:**

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."*

OR

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."*

**B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

\*\*\*

**PROFORMA FOR ACKNOWLEDGEMENT LETTER**

**E-MAIL #** : [kumar.amit@eil.co.in](mailto:kumar.amit@eil.co.in); [anil.dubey@eil.co.in](mailto:anil.dubey@eil.co.in), [manoj.kumar.pur@eil.co.in](mailto:manoj.kumar.pur@eil.co.in);  
**(PLEASE E-MAIL TO EIL WITHIN THREE DAYS ON RECEIPT OF BIDDING DOCUMENT)**

**DGM (SCM-C&P)  
EIB-1<sup>ST</sup> FLOOR,  
ENGINEERS INDIA LIMITED,  
1, BHIKAJI CAMA PLACE,  
NEW DELHI - 110066**

**Kind Attention** : **Mr. MANOJ KUMAR**  
**Bidding Document No.** : **MK/B903-000-CF-T-9501/7**  
**Name of Work** : **CIVIL & STRUCTURAL WORKS FOR IRT**  
**Due Date** : **17.12.2024 up to 1200 Hrs. (IST)**  
**Client** : **MANGALORE REFINERY & PETROCHEMICALS LIMITED (MRPL)**  
**Project** : **OFFSITE PIPELINES AND INLET RECEIVING TANK PROJECTS FOR MRPL REFINERY COMPLEX OF MRPL**

*Dear Sirs,*

*We acknowledge with thanks receipt of your above cited Bidding Document along with enclosures. We undertake that the contents of the above Bidding Document shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.*

*Further, our response is as under:- (Bidders to put a tick ✓, as applicable).*

1. We will submit the bid within due date
2. We regret to submit our offer/quote because of the following reasons: 
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

**Thanking you,**

**Very truly yours,**

**Name of Bidder** :  
**Contact Person** :  
**Contact Person Mobile No** :  
**Bidder's Address** :  
**Bidder's Phone No.** :  
**Bidder's Fax No.** :  
**Bidder's E-mail** :

(to be typed on bidder's letter head)  
**COVERING LETTER FOR SUBMISSION OF OFFERS**

From:

\_\_\_\_\_  
\_\_\_\_\_

Our Ref: ----- dated -----

To  
**DGM (SCM-C&P)**  
**EIB-1<sup>ST</sup> FLOOR,**  
**ENGINEERS INDIA LIMITED,**  
**1, BHIKAJI CAMA PLACE,**  
**NEW DELHI - 110066**

**SUBJECT : CIVIL & STRUCTURAL WORKS FOR IRT FOR OFFSITE PIPELINES  
AND INLET RECEIVING TANK PROJECTS FOR MRPL REFINERY  
COMPLEX OF MRPL  
(BIDDING DOCUMENT NO.: MK/B903-000-CF-T-9501/7)**

**ATTN: Mr. Manoj Kumar, DGM (SCM-C&P)**

Dear Sir,

Please find herewith our offer in line with requirement of EIL Bidding Document. We confirm that:

1. We have downloaded the full document from the website.
2. We have submitted the requisite EMD as per the Bidding document.
3. **Offer is in complete compliance with technical as well as commercial requirements of bidding document and there is no technical or commercial deviation in the offer.**
4. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
5. Our offer shall remain **valid for 04 (Four) months** from the final Bid due date.

**We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by EIL/MRPL without any reference to us.**

Thanking you,

Very Truly Yours,

(Signature of Authorised person)

Full Name :

Designation:

Company Seal :

NAME OF WORK : CIVIL & STRUCTURAL WORKS FOR IRT  
 BIDDING DOCUMENT NO. : MK/B903-000-CF-T-9501/7

**BID DATA SHEET (BDS)**

**OPEN DOMESTIC COMPETITIVE BIDDING**

S.NO.	CONTENT	APPLICABILITY
1.	COMPLETION PERIOD	Refer Invitation for Bids (IFB) and Annexure I to Special Conditions of Contract (SCC).
2.	PAYMENT TERMS	Refer <b>Annexure III to SCC</b>
3.	PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION	As per <b>Clause 53.0 of SCC</b>
4.	BID VALIDITY	Refer IFB
5.	CUSTOMS DUTY	Merit Rate. Prices shall be firm on account of any variation in Custom Duties.
6.	CONSORTIUM/ UNINCORPORATED JOINT VENTURE	Not Allowed.
7.	EARNEST MONEY DEPOSIT	Applicable. Refer IFB
8.	NET-WORTH	Refer IFB
9.	ANNUAL TURNOVER	Refer IFB
10.	WORKING CAPITAL	Refer IFB
11.	DOCUMENTATION REQUIRED	- Shall be as per Clause 15.0 of Instructions to Bidder (ITB). - As per IFB
12.	CERTIFICATION IN ORIGINAL, IF APPLICABLE	As per IFB
13.	INTEGRITY PACT	Applicable (Refer IFB)
14.	POWER OF ATTORNEY	Applicable (Refer ITB)
15.	PURCHASE PREFERENCE (PPP-MII) TO CLASS-I LOCAL SUPPLIER	Applicable as per SCC

NAME OF WORK : CIVIL & STRUCTURAL WORKS FOR IRT  
 BIDDING DOCUMENT NO. : MK/B903-000-CF-T-9501/7

16.	POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)	Applicable as per SCC
17.	PURCHASE PREFERENCE TO MSE BIDDERS	<b>Not Applicable</b> being Works Contract
18.	MOBILIZATION & SECURED ADVANCE	Not Applicable
19.	SCC "FIRM PRICE"	Firm and Fixed
20.	CLAUSE 24.0 OF SCC "FREE ISSUE MATERIALS"	Not applicable for this Tender
21.	STEEL PRICE VARIATION	Not applicable for this Tender
22.	EVALUATION OF PRICE BIDS	<p><b>The evaluation and comparison of bids shall be carried out on L1 basis as per following:</b></p> <p>I. To arrive at the total contract price, the Total amount based on percentage increase/decrease on the estimated contract price quoted in Form SP-0 by bidder shall be considered.</p> <p>II. <b>Output GST @ 18%</b> shall be loaded for price bid evaluation.</p> <p>III. <b>Public Procurement (Preference to Make in India) (PPP-MIII)</b> shall be applicable as per Annexure-XV to SCC of the Bidding Document. Bidder to submit the Form-2 (as applicable) attached as Annexure-XV to SCC of the Bidding Document.</p>
23.	DATE & TIME OF SITE VISIT & LOCATION	<p><b>06.12.2024; 10:00 AM onwards</b></p> <p><b>Non-SEZ Project (Job no. B903):</b></p> <p>Mr. Lal Mohan Pandit, GM (Projects)          Email Id: <a href="mailto:lpandit@mrpl.co.in">lpandit@mrpl.co.in</a>          Ph. No: 0824-288 2038</p>



**OFFSITE PIPELINES AND INLET RECEIVING TANK PROJECTS FOR REFINERY  
COMPLEX  
&  
OFFSITE PIPELINES AND JETTY INFRASTRUCTURE PROJECTS FOR AROMATICS  
COMPLEX  
OF MRPL**

**INSTRUCTIONS TO BIDDER (ITB)**

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### **Annexure – I : E-tendering methodology**

**A GENERAL****1. INTRODUCTION**

- 1.1 EIL hereinafter called "the Consultant" on behalf of the MANGALORE REFINERY & PETROCHEMICALS LTD. (a subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC) having its Registered office at Kuthethoor P.O., Via: Katipalla, Mangaluru – 575 030. GST no. is 29AAACM5132A1ZZ (Mangalore, Karnataka) & 29AAACM5132A2ZY (SEZ Mangalore, Karnataka), hereinafter called "MRPL/ Purchaser/Employer/Owner" wishes to receive bids as described in the Bidding Documents.

Complete address of Project Site:

**Non-SEZ Project (Job no. B903)**

Mangalore Refinery & Petrochemicals Limited

(A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC)

Kuthethoor P.O., Via: Katipalla,

Mangaluru – 575 030 (India)

**SEZ Project (Job no. B904):**

Mangalore Refinery and Petrochemicals Limited (MRPL) - SEZ UNIT

Mangalore SEZ UIFB/NIT, Permude Village,

Mangaluru – 574 509 (India).

- 1.2 It shall be Bidder's responsibility to have thorough understanding of the reference documents, site conditions, specifications, scope of work, and scope of supply, responsibilities & liabilities included in the Bidding Document.
- 1.3 The successful bidder will be expected to complete the Scope of Bid within the period stated in bidding document.
- 1.4 Throughout this Bidding Documents, the term "Bid" and "Tender" and their derivatives ("Bidder/Tenderer", "Bid/Tendered/Tender", "Bidding/Tendering", etc.) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.
- 1.5 Throughout this Bidding Documents, the term "Contract" and "Purchase Order (PO)" are synonymous.
- 1.6 Term 'Bidding Document', 'RFQ' and 'Enquiry document' shall have the same meaning.
- 1.7 E-Tendering/ e- procurement website means Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app/>

**2. ELIGIBLE BIDDERS**

- 2.1 Eligible bidder means, a bidder meeting the BQC criteria in case of Open Tenders and a bidder to whom the enquiry has been issued in case of limited enquiries (refer BDS for type of bidding). Agents / authorised distributors / authorised dealers / authorised supply houses can bid only if specifically permitted in the Bidding document.

2.1.1 Pursuant to qualification criteria specified in IFB/IFB/NIT, the bidder, along with his bid, shall furnish all necessary supporting documentary evidence to establish the Bidder claim of meeting qualification criteria.

2.1.2 The documentary evidence of the Bidder's qualifications to perform the contract if their Bid are accepted, shall establish to MRPL's/EIL's satisfaction that, the Bidder has the financial and technical capability necessary to perform the contract.

2.2 Consortium bids, Un-incorporated JVs shall not be allowed.

2.3 **Holiday / Negative listing:**

2.3.1 The Bidders/ Agencies who are on Holiday/Negative list/Suspension/Banning list of **MRPL/EIL** on final due date of submission of bid/date of unpriced bid opening/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award.

In case a Bidder/an Agency is put on holiday/ negative list/suspension/ banning List of **MRPL/EIL** after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the Bidder(s) shall not be opened and BG/EMD, if submitted by the Bidder(s)/ Agencies shall be returned.

If a Bidder / an agency is placed on holiday/ negative list/suspension/ banning list of **MRPL/EIL** after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened and BG/EMD, if submitted by the 'Bidder/Agency' shall be returned.

Similarly, if a bidder is qualified based on engaging a sub-CONTRACTOR/ sub-vendor/subsidiary who meets stipulated qualification criteria, in case such a sub-CONTRACTOR/ subsidiary is on Holiday/ Negative list/suspension/banning of **MRPL/EIL** on due date of submission of bid / during the process of evaluation of the bids, the offer of such a bidder shall not be considered for bid opening/evaluation/Award.

If a supplier/ an agency is placed on holiday/ negative list/suspension/banning list of **MRPL/EIL** after opening of priced bids but before finalization of the tender, the offer of the 'Bidder/Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Bidder/Agency' shall be returned, the 'Bidder/Agency' will not be considered for issue of order even if the 'Bidder/Agency' is the lowest (L1). In such situation next lowest shall be considered as L1.

**For details and other provisions, refer MRPL Holiday listing policy (this can be accessed at URL [www.mrpl.co.in](http://www.mrpl.co.in) refer to Tenders - Holiday Listing Policy).**

Bidders participating in tenders are deemed to have read, accepted and agreed for the Holiday Listing Policy of MRPL and shall not seek any damages/compensation from MRPL on account of the Holiday Listing of business with the Bidder.

2.3.2 Bidder should not be on Holiday / Negative List of EIL / MRPL or blacklisted by any Government Department/ Public Sector on due date of submission of bid. In case, this information is not provided or provided falsely, the bid shall be rejected.

- 2.4 A bidder shall not be affiliated with a firm or entity:
- i) that has provided consulting services related to the work to MRPL during the preparatory stages of the works or of the project of which the works form a part, or
  - ii) that has been hired by MRPL as Engineer/Consultant for the contract.

### **3.0 COST OF BIDDING**

- 3.1 The bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. The OWNER will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

### **4.0 SITE VISIT**

- 4.1 Bidder is advised to visit and examine the site, its surroundings and familiarise 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.
- 4.2 Any loss to the property / life of the bidder/ bidder's representative due to bidder/ bidder's representative negligence shall be the Bidder's responsibility. Bidder shall keep MRPL / EIL indemnified from any legal consequences arising there from.
- 4.3 Bidder may contact the following person for site visit purpose:

#### **Non-SEZ Project (Job no. B903):**

Mr. Lal Mohan Pandit, GM (Projects)  
Email Id: [Impandit@mrpl.co.in](mailto:Impandit@mrpl.co.in)  
Ph. No: 0824-288 2038

#### **SEZ Project (Job no. B904):**

Mr. Dinesh M, GM (Projects)  
Email Id: [dineshm@mrpl.co.in](mailto:dineshm@mrpl.co.in)  
Ph. No: 0824-288 2039  
Contact No.- 0824 2273403 / +91 9343968563

### **5.0 SPLIT-UP OF WORK**

- 5.1 The total work shall be awarded to one agency and the scope of work shall not be split being indivisible works contract.

### **6.0 ACKNOWLEDGEMENT & CONFIRMATION**

- 6.1 Immediately on downloading of Bidding Document, Bidder shall acknowledge receipt and confirm his intention to bid for the subject work through online Acknowledgement-cum-consent letter format available on EIL website. Alternatively, bidder may fill in and submit the format provided in the Commercial Section duly signed & stamped through email provided in IFB/NIT within 03 days of downloading of Bidding Document.

**B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT****7.0 BIDDING DOCUMENT**

7.1 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause 9.0 below.

- Invitations for Bids/ Notice Inviting Tender (IFB/NIT)/ Letter Inviting Bid/Letter Inviting Tender (LIB/LIT).
- Instructions to Bidders and its attachments
- Bid Data Sheet (BDS)
- Proposal Forms.
- General Conditions of Contract (GCC) – Item Rate
- Special Conditions of Contract (SCC) and its annexures.
- Schedule of Rates (SOR)/ Schedule of Prices (SOP).
- Technical Specifications / Standards.
- Drawings, if any.

7.2 Although all the details presented in this Bidding Document have been compiled with reasonable care, the Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and Bidder to ensure that the information provided is adequate, clearly understood and it includes all documents as per Master Index.

**8.0 CLARIFICATION OF BIDDING DOCUMENT, PRE-BID MEETING**

8.1 A Bidder requiring any information or clarification of the Bidding Documents, may submit the Pre-bid queries on CPP Portal only as per the **proposal Forms provided in the bidding document**. Queries submitted by Bidder by any other mode shall not be given any cognizance. Reply to Pre-Bid Queries shall be hosted on CPP portal only. **The response to pre-Bid queries shall not form part of the Bidding document. Any acceptable, deviation(s)/provision(s)/modification(s) to Bidding Document shall be issued in the form of addendum and shall form an integral part of bidding document.**

8.2 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the work in accordance with the Contract.

8.3 Response to queries/ clarifications raised will be sent as expeditiously as possible to all who have been issued / downloaded the Bidding Document, through CPP Portal. The response shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.

8.4 Bidders are expected to resolve all their clarifications/ queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation/ stipulation/ clarification.

8.5 Pre-bid meeting shall be organised, if specified in IFB/NIT/LIB, **as per details given in IFB/NIT/LIB.**

8.6 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.

- 8.7 Based on the pre-bid discussions, no-deviation form/techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying with Bidding Document requirements and EIL shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

Technical/Commercial queries (TQ/CQ) shall not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ/ TQ replies shall be adhered to. CQ/ TQs shall be issued through E-tendering portal and Bidder shall submit their replies through E-tendering portal only. Accordingly, CQ/ TQ replies through any other mode (e-mail, physical form) shall not be accepted. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

#### **9.0 AMENDMENT OF BIDDING DOCUMENT**

- 9.1 At any time prior to the deadline for submission of Bids, MRPL/EIL may, for any reason, whether on its own requirement or in response to a clarification requested by the Bidders, modify the Bidding Documents by issuing amendment (also named as Addendum/Corrigendum).
- 9.2 Any amendment thus issued shall be part of the Bidding Documents. The amendment will be hosted on CPP portal. Bidders have to take into consideration of all the amendment (s) issued/ hosted on CPP portal before submitting the Bid.
- 9.3 MRPL may, at its discretion, extend the date of submission of Bids in order to allow the Bidders a reasonable time to furnish their most competitive Bid taking into account the amendments issued.

#### **10.0 CONFIDENTIALITY OF BIDDING DOCUMENT**

- 10.1 Bidders shall treat the Bidding Documents and contents therein as strictly confidential.
- 10.2 The Bidding Document is and shall remain the exclusive property of the MRPL/EIL without any right to Bidder to use them for any purpose except for the purpose of bidding.

### **C PREPARATION OF BID**

#### **11.0 LANGUAGE OF BID**

- 11.1 In case any of the supporting documents towards BQC are not in English language, then copies of the English translation of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in bidder's country or bidder's Embassy in India or any translator in India recognized/ authorized by bidder's Embassy.

In case any printed literature furnished by bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

#### **12.0 E-TENDERING**

- 12.1 Methodology for e-tendering shall be as per attached **Annexure-I** to ITB. Bidders are requested to get acquainted with the E-Tendering Website and load their Bid well within the time provided for bid submission to avoid last minute hassles.

- 12.2 Bidders in their own interest are requested to register on e-Tendering portal and upload/submit their bid well in time. Bidders should avoid the last hour rush to the website for registration of User I.D. & Password, enabling of User I.D. and mapping of Digital Signature Serial Number, etc. since this exercise require activities from EIL & the Service Provider and needs time. In the event of failure in bidder's connectivity with EIL/Service Provider during the last few hours prior to bid submission time, bidder is likely to miss the deadline for bid submission. EIL/Service Provider shall not be held responsible for such failure to submit the Bid at the last moment. Any due date extension request due to aforesaid reason shall also not be entertained.
- 12.3 Bidders are requested to obtain/seek clarifications, if any from EIL and/or EIL's Authorised Service Provider, whose contact information is provided in the **Annexure-I to ITB.**

### **13.0 INSTRUCTION FOR ENROLMENT OF BIDDER IN CPP PORTAL**

- 13.1 Various links such as "Help for Contractor", "Information about DSC", "FAQ", "Resources Required", "Bidders Manual Kit" etc. are available on home page of <http://eprocure.gov.in/eprocure/app> facilitating Bidders to participate in the bidding process. Bidders are advised to download & utilize the available information/documents under these links for activities like Registration in CPPP, 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.
- 13.2 NIC Portal mandates that the bidders are to be registered on the portal before any enquiry can be issued to them. In order to expedite issue of enquiries, the enquiry is being issued through EIL Tender Portal and also being published on Central Public Procurement Portal. The enquiry shall be issued to the bidders on the NIC e-Procurement Portal as soon as their registration is completed in the NIC Portal (<https://eprocure.gov.in/eprocure/app> ).
- 13.3 All those bidders who have still not registered on the NIC Portal are required to register on the same (immediately after issue of enquiry on EIL portal but not later than ten days before the bid due date) for facilitating issue of enquiry to them on the NIC Portal failing which it will not be possible for them to upload their bids. Pursuant to registration, the bidders are also required to login in EIL tender portal and update NIC's registration details and inform the undersigned regarding the same for the subject enquiry.
- 13.4 In any case, the enquiry shall be issued on NIC portal to NIC registered bidders about one week before the bid due date. Therefore, all those bidders who have not complied with the above registration requirements will not be issued this enquiry on NIC portal and will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in NIC portal shall not be entertained.
- 13.5 The bid has to be necessarily submitted on the NIC Portal and only those bidders who are issued the enquiry through NIC Portal will be eligible to submit their bids. In case a bidder does not register on the NIC Portal and as a consequence, cannot be issued the enquiry through NIC Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained.
- 13.6 The vendor registration on NIC Portal is a very user friendly process. However, in

case of any doubt, the vendor may contact as per the details given in [IFB/IFB/NIT/LIB](#).

#### 14.0 COMPLIANCE TO BID REQUIREMENT

- 14.1 Bidders are requested to submit '**ZERO DEVIATION**' bid, strictly as per terms and conditions of the Bidding Document. Bidder is required to confirm the same in the proforma provided in the Bidding Document. Stipulation or any deviation may render the bid liable for rejection.
- 14.2 MRPL/EIL expects the Bidder to comply with the requirements of the Bidding Document without any deviation and submit substantially responsive bid. MRPL/EIL reserves the right to proceed with the evaluation if adequate nos. of techno commercially responsive bids have been received without raising any CQ/TQ. Therefore, it is expected that bidders submit total compliance bid.

#### 15.0 DOCUMENTS COMPRISING BID

- 15.1 No Physical bid shall be permitted other than the documents categorically asked for submission in hard copies. The bids submitted online through central procurement Portal (CPPP) of Government of India (<http://eprocure.gov.in/eprocure/app>) shall only be considered for evaluation and ordering. The e-bid must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted in e-tendering portal and no relief or consideration can be given for errors and omissions.
- 15.2 The e-Bid shall be submitted in two parts viz. PART-I & PART-II in respective folders provided in the website:

PART-I	:	Earnest Money Deposit/ Bid Security + Techno-commercial/ Un-priced Bid
PART-II	:	Priced Bid

- 15.3 Techno-commercial / Un-priced Bid (PART-I) shall contain the following documents:

- i. Offer Covering Letter
- ii. Earnest Money Deposit/ Bid Security
- iii. All technical and commercial amendments, if any duly signed and stamped by Bidder.
- iv. Submission of copy of Master Index provided with the Bidding Document and Amendment (if any) duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Documents and having accepted and considered the same in preparing and submitting the Bid
- v. Documentation against Bidder Qualification criteria as per IFB.

All documents furnished by the bidder in support of meeting the Technical/Commercial Experience and Financial criteria of BQC shall be submitted in a separate section/booklet along with their offer. This section/booklet shall be titled as "Documentation against Bidder Qualification Criteria (Technical/ Commercial Experience and Financial)" with proper index and page numbering.

- vi. FORM OF BID as per **Proposal Form -A**.
- vii. INFORMATION ABOUT BIDDER as per **Proposal Form-B**.
- viii. DETAILS OF SPECIFIC EXPERIENCE FULFILLING QUALIFICATION

**CRITERIA as per Proposal Form-C.**

- ix. **PAST EXPERIENCE DURING SEVEN YEARS** as per **Proposal Form-C2.**
- x. **DECLARATION OF BIDDER'S INDIAN INCOME TAX LIABILITY** as per **Proposal Form-D.**
- xi. **COMPLIANCE TO BID REQUIREMENT** as per **Proposal Form-E.**
- xii. **CHECK LIST FOR SUBMISSION OF BID** as per **Proposal Form-F.**
- xiii. **COMMERCIAL QUESTIONNAIRE** as per **Proposal Form-G.**
- xiv. **BIDDER'S QUERIES** as per **Proposal Form-H.**
- xv. **DECLARATION BY THE BIDDER** as per **Proposal Form-I.**
- xvi. **DETAILS OF P.F REGISTRATION ETC.** as per **Proposal Form-J1 & J2**
- xvii. **INTEGRITY PACT [FORMAT PROVIDED WITH THIS BIDDING DOCUMENT], DULY SIGNED AND STAMPED ON EACH PAGE BY THE SIGNATORY HOLDING POWER OF ATTORNEY AND UNDERTAKING FOR TRANSGRESSION IN TERMS OF INTEGRITY PACT** as per **Proposal Form-K.**
- xviii. **BANK CERTIFIED MANDATE FORM (ALONGWITH VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS) DULY SIGNED AND STAMPED WITH THE BANKER'S CERTIFICATION ALONG WITH CANCELLED CHEQUE** as per **Proposal Form-L.**
- xix. **UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR** as per **Proposal Form-M.**
- xx. **Affidavit of DMI&SP policy (Form-1 to Annexure-XVI of SCC).** Bidder(s) expressing their inability to furnish this affidavit from Indian manufacturers at bidding stages, are allowed to submit affidavit after placement of order. However, such Bidder shall submit an Undertaking as per **proposal Form-N.**
- xxi. **PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING** as per **Proposal Form-O.**
- xxii. **Complete Audited Financial Statement of the immediate preceding three Financial Years (which includes 'Balance Sheet' and 'Profit & Loss Account' along-with the all schedules, Notes referred to therein and the Auditor's report) or Appendix-B to IFB or Appendix-C to IFB as applicable (refer IFB for applicability).**
- xxiii. **Power of attorney [applicable for open Tenders only]** in favour of signatory (ies) of the bid in line with clause 22.0 of ITB.
- xxiv. **Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.**

**Organization details**

- In case of a proprietorship firm, the name and address of proprietor and certified copy of Bank Account Details.
- In case bidder is a partnership firm, certified copy of the partnership deed.
- In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.

- xxv. Unpriced copy (without price) indicating “Quoted” of **Form SP-0 (Summary of Price)**, as applicable, duly signed and stamped.
- xxvi. **Preamble to SOR** duly signed and stamped.
- xxvii. Any other information required in the Bidding Documents or considered relevant by the Bidder.
- xxviii. Signed & Stamped copy of list of Minimum Equipment to be deployed by the Contractor for quoted part (s) **(SCC Annexure-X)**.
- xxix. Signed & Stamped copy of list of Minimum Manpower to be deployed by the Contractor for quoted part(s) **(SCC Annexure-XI)**.
- xxx. Declaration about any Current Litigation/ Arbitration, if any, in which bidder is involved. **(Form-G)**
- xxxi. Bidder shall be required to indicate percentage of local content & details of the location(s) of the local value addition, and also provide self-certification (as per FORM-1)/ certificate from the Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Chartered Accountant (as per FORM-2), as applicable, depending on the value of procurement, attached with Annexure-XV to SCC - Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017.
- xxxii. MSE Udyam Registration certificate, if applicable.
- xxxiii. PAN card copy & GST Registration details

#### 15.4 **PART –II (Priced Bid):**

**PART-II (Priced Bid)** of the bid, strictly as per the format uploaded in the e-tender portal and no stipulation, overwriting, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Priced bid. MRPL/EIL shall not take cognisance of any such statement and may at their discretion reject such Priced Bid.

**Bidder shall submit the Summary of Price [FORM SP-0] strictly as per proforma quoting percentage increase (+) or decrease (-) without any stipulation, overwriting, deviation, terms & conditions, presumption, basis etc.**

Bidder shall clearly indicate increase as (+) and decrease as (-). In absence of same, it shall be considered as (+) and prices shall be evaluated accordingly.

Bidder shall quote up to two decimal places only.

This part shall contain the following:

- i) Duly filled Summary of Prices (Form SP-0).**

Notes:

- (a) **Part-II shall be uploaded in “FINANCE” folder in e-tendering portal.**
- (b) Bidder to note that if they submit prices in un-priced part of their bid, such prices shall not be considered. The prices as submitted in the priced part in e-tendering portal only shall be considered for evaluation and award. If prices are not found in the priced part and even if mentioned elsewhere, the bid shall be rejected.

#### 16.0 **BID PRICES, CURRENCY OF QUOTE AND PAYMENT**

- 16.1 **Bidding currency shall be Indian Rupees only.** Prices quoted in any other currency shall not be accepted. Payment shall be done in INR only.

- 16.2 Quoted prices shall be firm and Fixed and MRPL shall not compensate for any foreign exchange rate fluctuation.
- 16.3 The quoted price shall be deemed to be inclusive of all taxes / duties / cess (excluding BOCW Cess) / levies / fees etc **except “Goods and Services Tax”** (hereinafter called GST) (i.e., IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable), except as specifically provided to the contrary in the Special Conditions of Contract which is as below:
- (For MRPL- NON-SEZ UNIT, Job no. B903): Output GST @ 18% shall be loaded for price bid evaluation. MRPL shall avail Input Tax Credit (ITC), as applicable, at the time of filing the GST Return. However, Input Tax Credit (ITC) shall not be considered for price bid evaluation.**
- (For MRPL- SEZ UNIT, Job no. B904), supply shall be treated as “Zero rated Supply” as per the provisions GST Act, 2017, accordingly supplier to follow the “Zero rated Supply” procedure prescribed from time to time. At present, no GST is applicable for MRPL-SEZ-UNIT.**
- 16.4 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner.
- 16.5 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 though specifically not covered in description of item under ‘Schedule of Rate (SOR)’ but is required to complete the work which could be reasonably implied/ inferred from the contents of the Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 16.6 The prices shall be based on conditions specified in General Conditions of Contract, Special Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document including subsequent amendments, if any.
- 16.7 The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract performance and shall not be subject to variation on any account except as otherwise specifically provided in the Bidding documents.
- 16.8 **The percentage quoted by Bidder in Form SP-0 shall be based on pre-filled price of Schedule of Rates (Detailed Description as per Form SP-1) enclosed with the Bidding Document.**
- 16.9 **IMPORT CONTENT**
- i. Provisions regarding import content/duties (for both SEZ and non-SEZ unit) shall be applicable as per **Appendix-A to SCC**. Following shall also be applicable w.r.t. Import duties:
- Prices for import content shall also include any additional levies/duties on Imports (viz. Anti-Dumping Duty, Safeguard Duty, etc.) as notified by Govt. of India from time to time, as applicable.
  - Merit rate of custom duty shall be applicable. MRPL shall not issue any Project Authority Certificate (PAC) to the Suppliers for import of any materials.
  - Owner shall not provide any import licence.
  - Prices shall be firm on account of any variation in Custom Duties

**17.0 BID VALIDITY**

- 17.1 Bid shall remain valid for a minimum period as mentioned in **IFB/NIT/LIB** from final due date of submission of bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of the OWNER/ EIL. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of OWNER/ EIL, OWNER shall forfeit EMD and reject their bids. Such Bidder also may be put on Holiday list/ Negative List of MRPL/EIL.
- 17.2 MRPL/EIL, at its sole discretion, may give an opportunity to the Bidder to withdraw the deviation unconditionally.
- 17.3 MRPL / EIL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD (if applicable) shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid. In case a Bidder refuses to extend its Bid Validity, the Bid Security / EMD (if applicable) of such bidder shall not be forfeited.

**18.0 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY**

Refer IFB/NIT/LIB for EMD details.

**19.0 INTEGRITY PACT**

19.1 Refer IFB/NIT/LIB

**19.2 RAISING DISPUTES / COMPLAINTS (APPLICABLE FOR ALL TENDERS WHERE INTEGRITY PACT IS APPLICABLE):**

- i) MRPL has appointed independent external monitors (IEMs). Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitors (IEM). After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. The name & emails of the present IEMs are as given below:
- (a) Shri Akhil Agrawal IRSSE(Retd.)  
E-mail: [akhilag21@gmail.com](mailto:akhilag21@gmail.com)
- (b) Shri. Rajiv Kumar Srivastava IFoS(Retd.)  
E-mail: [rksifs@gmail.com](mailto:rksifs@gmail.com)
- ii) In the event of any dispute between the management and the Contractor/Bidder relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle 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.

**Note:**

**“Any routine request for tender enquiry, bid extension etc. should not be generally forwarded to IEMs unless the Bidder/vender is aggrieved/unsatisfied with any action(s) of MRPL. For details of Role and functions of IEM MRPL CVC website may be referred or use the link below”:**

<https://cvc.gov.in/sites/default/files/circular%20no.06-05-21.pdf>

**20.0 MULTIPLE/ ALTERNATIVE BID**

20.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

- (a) All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and Bid Security/EMD, if any, in case of all such bids submitted by bidder 'A' shall be forfeited also action shall be taken as per EIL/MRPL's Banning Policy.
- (b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the Bidding document itself which shall be common for all the bidders, the provision at (b) above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.

Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

**21.0 CHECK LIST FOR SUBMISSION OF BID**

21.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in 'un-priced commercial part of bid', has been enclosed.

21.2 Bidder is required to fill the checklist and submit along with the bid for ready reference. All documents shall be submitted under various sections as per this Check List.

**22.0 POWER OF ATTORNEY**

22.1 Bids shall be signed by the authorized signatory of the bidder holding power of attorney.

22.2 Bidder shall submit a Power of Attorney in the name of such authorized signatory(ies).

Requirements for submitting the POA shall be as follows:

- i) **Company:** Bidder shall submit a specific Power of Attorney for the tender in the name of authorized person.

Alternatively, in case Bid signatory has General Power of Attorney or has the power as per their Board resolution, the same shall be submitted duly certified by Notary Public or CEO/CFO/Company Secretary (CS)/Member of Board of Directors.

In case, Bid is signed by CEO/CFO/CS/any member of board of Directors, no separate POA is required, provided the documentary evidence of their being CEO/CFO/CS/any member of board of Directors is reflected in the MOA/AOA/Financial Statements, else submitted separately in the Bid.

- ii) **Partnership Firm:** In such case,
- Bid can be signed by all the partners of the Firm and in such case no separate POA is required. OR
  - Bid can be signed by any of the Partner(s) holding Power of Attorney as specified in the Partnership deed, OR
  - Bid can be signed by an authorized person and shall submit a specific POA for the tender duly signed by all the Partners.
  - Bidder shall submit the copy of Partnership Deed.
- iii) **Limited Liability Partnership (LLP) Entity:** Bid shall be signed by the person holding Power of Attorney as per the registered LLP Agreement for the Firm, OR, has the power as per their Board resolution, OR, a specific POA for the tender duly signed by all the LLP Partners.

Bidder shall submit (i) a copy of LLP Agreement, and (ii) a copy of Certificate of Incorporation.

iv) **Proprietorship: Proprietor shall sign the Bid.**

Bidder shall also submit a copy of (i) PAN card and (ii) Bank Mandate Form, duly certified by the Bidder's Banker.

- v) **Unincorporated Joint Venture/Consortium:** Both members of the consortium shall authorize the Lead Member of the consortium with the authority to bind the consortium, through a Power of Attorney given jointly by all the members to the Lead Member.

Both Leader as well as Member of the Consortium/JV shall also submit a separate POA from their respective Company/ Firm in the name of the signatory signing the Consortium/JV Agreement. Depending on the formation/ registration/ constitution (Company/ Firm, etc.) of the Leader/Member of the Consortium/JV, POA shall be submitted in a manner, as applicable, as per the above clauses.

, POA shall be submitted in a manner, as applicable, as per the above clauses.

- 22.3 For Indian Bidder, POA shall be on non-judicial stamp paper of minimum value of INR 100/- and duly Notarized by a Notary Public in India.

For Foreign Bidders, POA shall be:

- on the Stamp Paper of appropriate value or engraving/embossing, in lieu of non-judicial stamp paper, as per applicable laws in Bidder's Country; or
- as per any other system prevailing in the bidder's country for the purpose of issuing POA.

Specific POA issued for the tender shall confirm that the authorized signatory have been authorized to do in the name and on behalf of the Company/Firm all or any of the acts, deeds or things necessary in connection with or incidental to the Bid submitted by the bidder for the subject Bidding document, including but not limited to the signing and submission of bid, participating in the meetings, responding to queries, submission of information / documents and generally to

represent us in all the dealings with EIL or any person, in connection with the works, without any prejudice, limitations and exceptions till the completion of the bidding process.

## **D BID SUBMISSION**

### **23.0 FORMAT AND SIGNING OF BID**

- 23.1 The e-bid shall be uploaded duly 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.
- 23.2 Bids shall be submitted by the bidder through e-tendering portal using their digital signature.
- 23.3 Bidder shall be required to upload the digitally signed copies of documents for meeting BQC, Power of Attorney, Integrity Pact and other authenticated documents (required as per the provisions of IFB) on the e-tendering portal only. In that case, bidder shall not be required to submit the original authenticated documents in physical form to EIL. **However, EMD has to be submitted in original physical form as per the requirement.**
- 23.4 Bidders to upload the Un-priced and Priced part of their e-bids strictly in the Un-priced & Priced folders respectively at the designated place in the e-tendering portal. Non-Compliance to the same may lead to rejection of their Bids.
- 23.5 All documents as submitted in the e-Procurement Portal using digital signature at any time during the Bidding process shall be deemed considered signed by the POA holder only, irrespective of POA holder's signature on all pages or not.

### **24.0 SUBMISSION OF BID**

- 24.1 The bid must be submitted online at CPP Portal within due date and time for bid submission as specified in IFB/NIT/LIB and all envelopes containing the documents in physical form as per requirement of bidding document, shall preferably be within the bid due date but not later than the time period specified in IFB/NIT.
- 24.2 MRPL/EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 24.3 Accordingly, Bid Due Date (BDD) means the final due date and time of submission (dead line of submission) of Bid including the extensions (if any) thereof.
- 24.4 Bidders in their own interest are requested to register on e- tendering portal and upload their bid well in time.
- 24.5 Bidders should avoid the last hour rush to the website for registration of user id & password, enabling of user id and mapping of digital signature serial number etc. since this exercise require activities from EIL & M/s National Informatics Centre (NIC) (Service Provider for Govt of India's CPP Portal) and needs time. In the event of failure in bidder's connectivity with EIL/Service Provider 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.

**25.0 DATE & TIME OF SUBMISSION**

- 25.1 Bid must be submitted on or before due date and time mentioned in the Notice Inviting Tender /Letter Inviting Bid or any extension thereof as duly notified in writing by EIL on e-tender site <https://eprocure.gov.in/eprocure/app>.
- 25.2 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form **(other than Bid Security or documents specifically sought in physical form)** shall not be considered for opening / evaluation / award and will be returned to such bidders. Late bids shall be rejected.

**26.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 26.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures of CPP Portal.
- 26.2 No Bid shall be modified subsequent to the deadline for submission of Bids.
- 26.3 Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- 26.4 No Bid shall be allowed to be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of bidder's EMD/Bid security (if applicable) and Bidder being put on holiday / blacklist as per the policy of MRPL / EIL.
- 26.5 In case bidder fail to accept the order or withdraw the bid after bid submission, punitive action shall be taken against them as per MRPL/EIL Policy.

**E BID OPENING AND EVALUATION****27.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 27.1 MRPL/EIL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Bids are generally in order.
- 27.2 Prior to the detailed evaluation, MRPL/EIL will determine whether each Bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations as specified in bidding documents.
- 27.3 Bidder shall not be allowed to submit any Price implication or Revised Price after submission of e-Bid. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the Bidding document, failing which such Bid(s) shall be considered as non-responsive and rejected.
- 27.4 **Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-Declaration (refer Proposal Form-G) in this regard on bidder's letterhead.**
- 27.5 **In case Bidder(s) affirms that present litigations/arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmations**

**for the same, their bids shall be rejected. Bidder shall submit self-Declaration (refer Proposal Form-G) in this regard.**

- 27.6 MRPL/EIL determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not responsive, it will be liable for rejection by MRPL/EIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **28.0 OPENING OF TECHNO-COMMERCIAL BIDS**

- 28.1 Techno-Commercial (Un-priced) Part and EMD (Part-I) will be opened on the scheduled date and time. Bidders can view the stages of evaluation on CPP Portal.
- 28.2 As participating Bidders can view the Bid opening details online at their respective places, the e-Bid opened online shall be deemed considered as public opening.

### **29.0 CLARIFICATION OF BIDS**

- 29.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. However, EIL/MRPL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. EIL's request for clarification and the response shall be in writing.
- 29.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by EIL/MRPL in writing.
- 29.3 If a bidder does not provide clarifications of its bid by the date and time set in EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

### **30.0 EVALUATION OF TECHNO-COMMERCIAL BIDS**

- 30.1 Prior to price opening of bids, EIL/ MRPL will determine whether each bid is accompanied with requisite documents:
- a) Fulfils the technical, financial and other requirements as specified in the bidding document.
  - b) Totally compliant to the requirement of the Bidding Document.
  - c) Considering any clarifications and/ or requirement pursuant to clause 29.0 above.
  - d) Any other relevant factor, if any that EIL/MRPL deemed necessary or prudent to be taken into consideration.
  - e) Authentication of qualification documents (for open Enquiries)
  - f) EMD / Bid Security as per the requirement of Bidding document (for open competitive bidding).
- 30.2 EIL/ MRPL reserve the right to use in-house information for assessment of capability of Bidder and their performance on jobs completed/ in progress for evaluation purpose.
- 30.3 Directives issued by Govt. of India from time to time shall be given due

consideration during bid evaluation.

#### 30.4 **Prices in unpriced part**

In case a bidder submits prices or any other figure (required to be quoted in price bid) which affects the price evaluation, in their un-priced part, such prices shall not be given any cognizance. In case the bid of such bidder is techno-commercially acceptable, the prices as quoted by the bidder in the priced part shall be considered for evaluation and ordering.

If after opening of price part, it is observed that the bidder has not indicated the prices in the price part, the bid of such bidder shall be considered as non-responsive and shall be rejected irrespective of the fact that the bidder had submitted the prices in the un-priced part and price evaluation shall only be carried out with the remaining techno-commercial acceptable bidders.

#### 30.5 **Un-conditional discount**

Any unsolicited reduction/ discount in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction/discount in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.

#### 30.6 **Unsolicited price increase**

In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the enquiry shall be re-floated.

Wherever, decision is taken to reject a bid, EMD/Bid Security, if submitted, by the Bidder, shall also be forfeited and appropriate action shall be taken against bidder as per EIL/MRPL guidelines.

#### 30.7 **Corrections in any errors/ omissions in rates or applicability in statutory taxes/ duties applicable on goods & services which are required to be quoted extra as per provisions of bidding document shall not be considered as price implications and shall be permissible so far as such corrections are based on reply to clarification(s) raised on the bidder. However, wherever no clarification(s) is raised, the evaluation shall be carried out based on taxes and duties/ HSN code quoted by the Bidder.**

Any implication on account of wrong quotation of taxes and duties shall be to Bidder's account. However, the payment towards such taxes and duties shall be restricted to lower of taxes and duties quoted by Bidder or the documentary evidence provided by Bidder.

#### 31.0 **OPENING OF FINANCIAL (PRICE) BID**

##### 31.1 **Price part/ bid of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. The Price Bid opening shall be done of e-tender portal and Bidders can also witness bid opening by logging on to the E-Tendering website through their system using their valid digital signature/certificate.**

**32.0 EVALUATION OF PRICE BIDS (Refer BDS)**

32.1 The Prices quoted by Bidders in Percentage SOP FORM SP-0 (Summary of Prices) shall be considered for the purpose of evaluation.

Bidder shall quote percentage increase/decrease on the estimated contract price, maximum upto two decimal places.

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

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

**(For MRPL- NON-SEZ UNIT, Job no. B903): Output GST @ 18% shall be loaded for price bid evaluation. MRPL shall avail Input Tax Credit (ITC), as applicable, at the time of filing the GST Return. However, Input Tax Credit (ITC) shall not be considered for price bid evaluation.**

(For MRPL- SEZ UNIT, Job no. B904), supply shall be treated as “Zero rated Supply” as per the provisions GST Act, 2017, accordingly supplier to follow the “Zero rated Supply” procedure prescribed from time to time. At present, no GST is applicable for MRPL-SEZ-UNIT.

**TIE AMONG LOWEST EVALUATED PRICES:**

In an extreme situation, when there is a ‘TIE’ based on the evaluated price (after loadings, if any) recourse shall be taken on the basis of bidder’s maximum average annual turnover during the last 3 years. For this purpose, average annual turnover of the bidders having tie, shall be tabulated for the past 3 years and maximum average annual turnover during the last 3 years shall be determined for each bidder. The bidder whose average annual turnover is highest shall be the recommended bidder.

**33.0 PURCHASE PREFERENCE TO MICRO OR SMALL ENTERPRISES -NOT APPLICABLE BEING WORKS CONTRACT.****34.0 CONTACTING MRPL/EIL**

34.1 Bidders are advised not to contact MRPL/EIL 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 the OWNER/ EIL in any of the decision in respect of Bid evaluations or award of CONTRACT will result in the rejection of Bid.

**F AWARD OF CONTRACT****35.0 MRPL’s / EIL’S RIGHT TO ACCEPT OR REJECT ANY BID**

35.1 MRPL/ EIL 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 thereby 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 MRPL/ EIL's action.

35.2 MRPL will award the order to the successful bidder (s) whose bid has been determined to be substantially responsive, and/or have been determined as a lowest bid in line with the provisions of Bidding document after considering the purchase preference as per PPP-MII, if applicable and is determined to be qualified to satisfactorily perform the Order.

35.3 In the opinion of Owner, if the total price or certain item rates quoted by the Lowest Bidder are considered high, he may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by Owner shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price.

### **36.0 NOTIFICATION OF AWARD**

36.1 Prior to the expiration of period of Bid validity, MRPL will notify the successful Bidder (s) in writing by e-mail, that his Bid has been accepted. The notification of award / Letter of Acceptance (LOA)/Fax of Acceptance (FOA) will constitute the formation of the Order.

36.2 EIL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful Bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, MRPL/EIL shall correspond only with the successful Bidder.

### **37.0 CONTRACT AGREEMENT**

37.1 The CONTRACTOR shall execute a formal contract with OWNER within specified period from the date of issue of Letter of Acceptance on a non-judicial stamp paper, purchased from Karnataka, of appropriate value (min. Rs. 200/-). The cost of non-judicial stamp paper shall be borne by the CONTRACTOR.

37.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the OWNER and bidders' acceptance there of shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

37.3 The Contract document shall consist of the following:

- a) Form of Contract on non-judicial stamp paper
- b) Detailed Letter of Acceptance (DLOA) along with enclosures.
- c) Fax/ Letter of Acceptance.
- d) Bidding Document.
- e) Amendment to Bidding Document, if any.

### **38.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT**

38.1 After Notification of Award of works by the OWNER, the successful bidder shall furnish a Contract Performance Guarantee/ Security Deposit as per clause 2.1.0.0 of General Conditions of Contract including other provisions of Bidding document. The BG shall be from Indian Scheduled Bank (other than co-operative bank) or from any Indian branch of an International Bank or from any foreign branch countersigned by Indian Branch of the said International Bank.

### **39.0 E-PAYMENTS**

39.1 OWNER has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should have an account with Banks supporting the same so that the payment through e-banking be made to the bidder, in case work is awarded to him. The payment shall be released either through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT) / Real Gross Time Settlement (RGTS) or through Internet. The bidder should give their

Bank details as per **FORM-L** attached with Proposal Form, to facilitate payment through E-banking.

#### **40.0 CARTEL FORMATION**

- 40.1 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation /placement of order. EMD (if applicable) submitted by such bidder shall be forfeited and such bidder will also be put on Holiday / negative list of MRPL / EIL debarring them from bidding in future.

#### **41.0 CORRUPT AND FRAUDULENT PRACTICES**

- 41.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.

- 41.2 OWNER requires that the Contractor/Bidder observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, OWNER defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and.
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive OWNER of the benefits of free and open competition.
- c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what it purports to be; counterfeit, an imposter.
- d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor;
  - i. alters any writing of another without his authority
  - ii. makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists.

Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.

- 41.3 OWNER may terminate the Contract/Order if it discovers subsequently that the Seller/Contractor had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.

- 41.4 In case, the information/ document furnished by the Seller/Contractor forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract/Order, OWNER shall have the right to terminate the Contract/Order and get the remaining Works executed by a third party at the risk & Cost of the

- Seller/Contractor and without any prejudice to other rights available to OWNER under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.
- 41.5 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, OWNER shall have full right to forfeit any amount due to the Seller/Contractor along with forfeiture of the Contract Performance Bank Guarantee furnished by the Seller/Contractor. Further, any Seller/Contractor which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of MRPL/EIL debarring them from future business with OWNER.
- 41.6 If a Bidder is put on holiday after opening of technical bid but before opening the price bid, the price bid of the Bidder shall not be opened and BG/EMD submitted by the party shall be returned to the Bidder. For further details, refer MRPL Holiday listing policy (this can be accessed at URL [www.mrpl.co.in](http://www.mrpl.co.in) refer to Tenders - Holiday Listing Policy).
- 42.0 CONTACTING MRPL / MRPL's REPRESENTATIVE**
- 42.1 From the time of the Bid opening to the time of the award, if any Bidder wishes to contact MRPL/EIL for any matter relating to the Bid, it should be done in writing.
- 42.2 Any effort by a Bidder to influence MRPL/EIL in any manner in respect of Bid evaluation or award will result in the rejection of that Bid.
- 43.0 WAIVER OR TRANSFER OF THE AGREEMENT**
- 43.1 The successful Bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of MRPL.
- 44.0 PUBLIC UTILITY SERVICE:**
- 44.1 The Bidder / Contractor shall take on record that MRPL has been declared as a Public Utility Service under Industrial Dispute Act 1947 and Essential Services Maintenance Act 1994 and various other provisions hereby undertake on their behalf and on behalf of the employees under their roll that they refrain from indulging in any activity(ies) which would hamper Industrial peace in MRPL and also would extend their Assistance and support to MRPL to comply with the requirements within mentioned statutory requirement / declaration

## **Annexure – I TO ITB**

### **E-TENDERING METHODOLOGY**

#### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <http://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>) . These details would be used for any communication from the CPP Portal.
- 4) 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 / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at <https://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) 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.
- 7) 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**

- 1) There are various search options built in the CPP 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 CPP Portal.
- 2) 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) 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**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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 by EIL in their Bidding Document.**
- 4) 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 Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" 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**

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Unpriced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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.

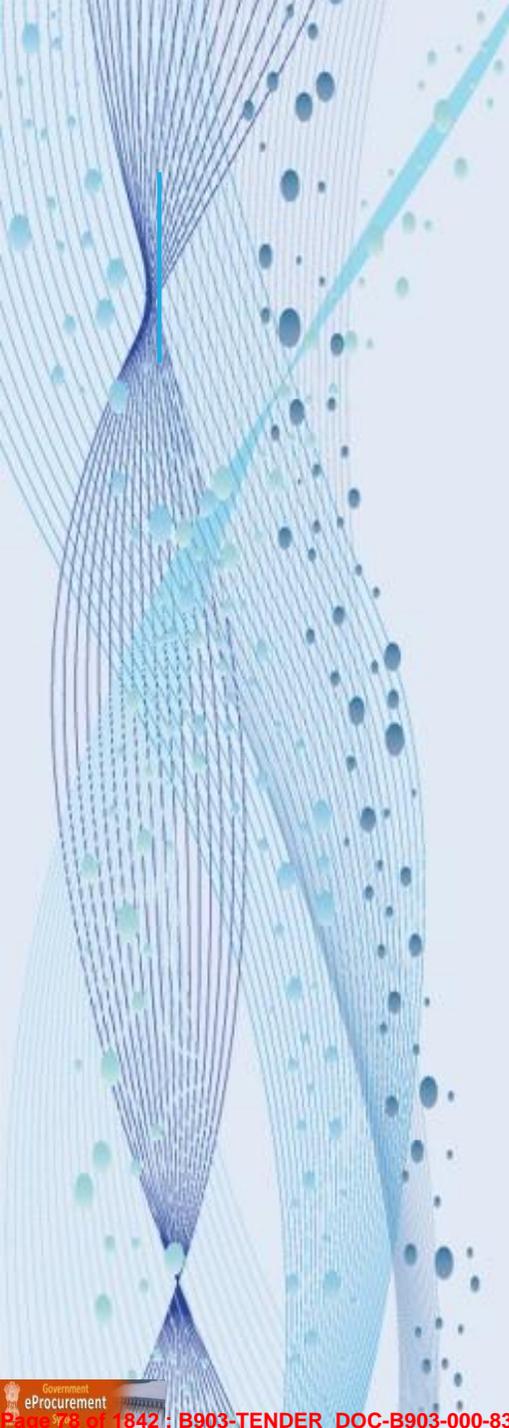
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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**

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

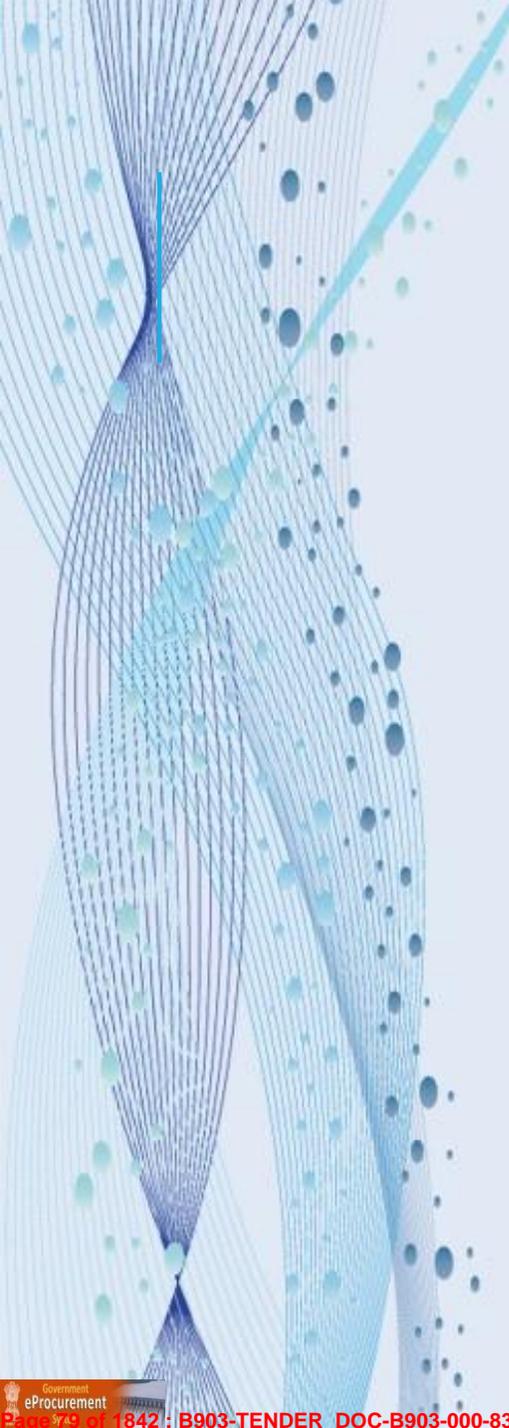
#### **ASSISTANCE TO BIDDERS**

- 1) 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.



# **Government eProcurement System of National Informatics Centre**

**(GePNIC Version 1.09.06)**



# **Bidders Manual Kit for Enrollment**

# Merits of GePNIC System

- Free portal Registration to the Bidders.
- Offers equal opportunity to all to submit their offers.
- Encourages maximum participation, competition and hence better terms.
- Is free from favoritism and eliminates /reduces the scope for Tender Inviting Authorities (TIA) to indulge in unfair practices and also
- Brings in transparency in the whole tendering process of the Government.

# Pre-Requisites for System using eProcurement sites

- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 9.0 and above or Mozilla Firefox 3.5 upto version 49.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE – 1.8.0) or higher.

# Bidder Enrollment

[MIS Reports](#)[Tenders by Location](#)[Tenders by Organisation](#)[Tenders by Classification](#)[Tenders in Archive](#)[Tenders Status](#)[Cancelled/Retendered](#)[Downloads](#)[Announcements](#)[Recognitions](#)[Site compatibility](#)

## Welcome to eProcurement System

The eProcurement System of India enables the Tenderers to download the Tender Schedule free of cost and then submit the bids online through this portal.



Click here for  
Enrollment

### Latest Tenders

Tender Title	Reference No	Closing Date	
... bounce etc in Tagore Garden under Cantonment Board Jabalpur for a period of one year	652U/1G/10Y1rain/KS/2017/1334	01-May-2018 05:00 PM	02-May-2018 05:00 PM

Latest Tenders updates every 15 mins.

[More...](#)

### Latest Corrigendums

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
7. Date has been changed	EPC NIT NO.15/2017-18	16-Apr-2018 05:00 PM	16-Apr-2018 11:00 AM
8. Extension of date	NIT No. 04/CE NH/D-1/3077/2017-18/16	16-Apr-2018 05:00 PM	18-Apr-2018 11:00 AM
9. Extension of Date	NIT No. 04/CE NH/D-1/3077/2017-18/18	16-Apr-2018 05:00 PM	18-Apr-2018 11:00 AM
10. ITD-CPC2.0-CNo.6-10.04.2018	ADG(S)-III/CPC-ITR 2.0/2017-18	03-May-2018 03:00 PM	04-May-2018 04:00 PM

Latest Corrigendum updates every 15 mins.

[More...](#)

Certifying Agency



User Login

Login ID \*

Password \*

[Login](#)

[Online Bidder Enrollment](#)  
[Generate / Forgot Password?](#)  
[Find My Nodal Officer](#)

Search with ID/Title/Reference no

Tender Search

[Go](#)

Advanced Search

[Help For Contractors](#)[Information About DSC](#)[FAQ](#)[Feedback](#)[Bidders Manual Kit](#)

# Enroll

A page for enrollment will be displayed.

- Enter a valid email address for login ID. The login ID cannot be modified once registered.
- Provide a password which must be minimum 8 characters and maximum 32 characters and must be a combination of alphabets and non-alphabetic characters.
- Confirm the password by re-entering.

Password Policy

### Online Enrollment of Corporate/Bidder

Enter a Valid Login ID

for login id. eg: abc@nic.com  
to enter valid e-mail ID. This information will be kept confidential. The login ID  
(once registered.)

Login Id \* bidder10@gmail.com

Password is minimum 8 characters and maximum 32 Characters. It is advised to use combination of  
alphabets & non-alphabetic characters.

Password \* .....

Password again

Confirm Password \* .....

Enter a Password

**Password Policy**

Your password must comply following requisites,

1. Length must be within 8 to 32 characters
2. Any *English lowercase and uppercase (a-z and A-Z)* characters
3. Any numbers between 0-9
4. Any special characters from the bracket [! @ # \$ ^ \* \_ -]

Good eg: Cric\$2009  
Bad eg: cric2009

Retype the Password

#### Company Details

Company Name \*

Registration Number \*

Registered Address\*

Name of Partners / Directors

BidderType\*  Indian  Foreign

MIS Reports

Tenders by Location

Tenders by Organisation

Tenders by Classification

Tenders in Archive

Tenders Status

Cancelled/Retendered

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Site compatibility

# Personal Details

- Provide the details as per the fields asked.
- The fields marked with red asterisk are mandatory.
- Company Name cannot be change once registered.
- For Indian Bidder PAN number is mandatory

## Online Enrollment of Corporate/Bidder

Enter email address for login id. eg: abc@nic.com  
(Care may be taken to enter valid e-mail ID. This information will be kept confidential. The login ID cannot be modified once registered.)

Login Id \* bidder10@gmail.com

Password is minimum 8 characters and maximum 32 Characters. It is advised to use combination of alphabets & non-alphabetic characters.

Password \* .....

Re-type the password again

Confirm Password \* .....

### Password Policy

Your password must comply following requisites,

1. Length must be within 8 to 32 characters
2. Any English lowercase and uppercase (a-z and A-Z) characters
3. Any numbers between 0-9
4. Any special characters from the bracket [! @ # \$ ^ \* \_ -]

Provide the Company Details

### Company Details

Company Name \* ABCD Pvt.Ltd.

Registration Number \* 987654159

New Delhi

Registered Address\*

Name of Partners / Directors

Indian  Foreign

City \* New Delhi

State \* Delhi

Postal Code \* 110003

PAN/TAN Number \* AESTG2458A

PAN/TAN number must have 10 characters. For eg: AESTG2458A

For Bidders who do not have PAN/TAN number may enter TEMP29999Z as the PAN/TAN number.

Establishment Year 2010

Nature of Business \* IT

Legal Status \* Others

Company Category \* Others

Registration Number of the Company is Mandatory

Here the Bidder choose the type as Indian

If the Bidder type is Indian, PAN Number is Mandatory

MIS Reports

Tenders by Location

Tenders by Organisation

Tenders by Classification

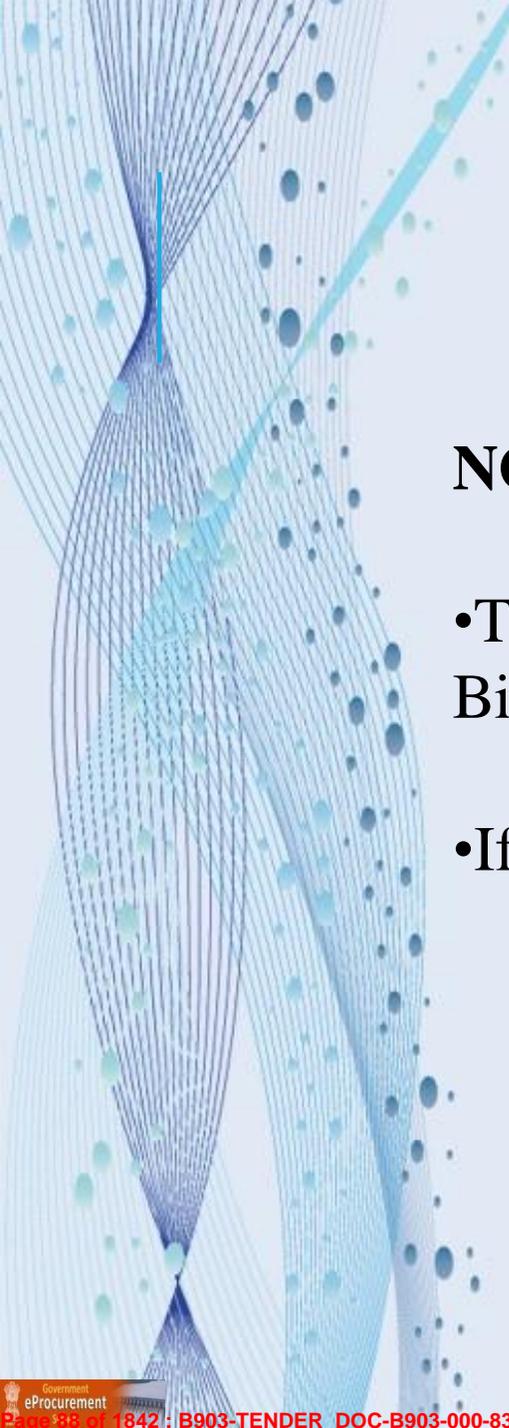
Downloads

Announcements

India.gov.in

MMP on eProcurement

(Tender information for States and UT's)



## **NOTE:**

- The following slide explains the fields mandatory for the Foreign Bidder.
- If the Bidder choose the Bidder type as Indian, skip the next slide.

• For the Foreign Bidder, Country name is Mandatory and the PAN number is not required.

22-Jan-2018 Search | Active Tenders | Tenders by Closing Date | Corrigendum | Results of Tenders Home Contact Us SiteMap

on Government eProcurement System is being conducted on various topics on a regular basis. The Web based training will be held on regular Government working days from 2.30 PM to 4.30 PM in English only.

MIS Reports

Tenders by Location

Tenders by Organisation

Tenders by Classification

Tenders by State

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The national portal of India **india.gov.in**

MMP on eProcurement (Tender information for States and UT's)

### Online Enrollment of Corporate/Bidder

Enter email address for login id. eg: abc@nic.com  
(Care may be taken to enter valid e-mail ID. This information will be kept confidential. The login ID cannot be modified once registered.)

Login Id \*

Password is minimum 8 characters and maximum 32 Characters. It is advised to use combination of alphabets & non-alphabetic characters.

Password \*

Re-type the password again

Confirm Password \*

#### Company Details

Company Name \*

Registration Number \*

Registered Address \*

Name of Partners / Directors

BidderType \*  Indian  Foreign

City \*

Country \*

Postal Code \*

Establishment Year

Nature of Business \*

Legal Status \*

Company Category \*

#### Password Policy

Your password must comply following requisites,

1. Length must be within 8 to 32 characters
2. It must contain at least one lowercase and one uppercase character (a-z and A-Z)
3. It must contain at least one digit (characters between 0-9)
4. It must contain at least one special character from the set [!@#\$%^&\*~]

**Provide the Company Details**

**Registration Number of the Company is Mandatory**

**Here the Bidder choose the type as Foreign**

**If the Bidder type is Foreign, select the Country**

# Contact Details

- Provide the contact details as per the field asked.
- Please read the question given at the bottom of the page once after filling up the details and answer it.
- Click submit to save the entries

State\* Delhi  
Postal Code\* 110003  
PAN/TAN Number\* AESTG2458A  
PAN/TAN number must have 10 characters. For eg: AESTG2458A  
For Bidders who do not have PAN/TAN number may enter TEMPZ9999Z as the PAN/TAN number.  
Establishment Year 2010  
Nature of Business\* IT  
Legal Status\* Others  
Company Category\* Others

Contact Details

Enter Company's Contact Person Details

Title\* Mr  
Contact Name\* Bidder  
Date Of Birth (DD/MM/YYYY)\* 01/01/1980  
Correspondence Email\* bidderten@gmail.com  
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)  
Designation  
Phone Details eg: +91 044 22272449  
Phone\* 91 11 22224444  
Mobile\* 9791230165

Bidder Pre Registration Details

Bidder Pre Registered With\* Not Applicable  
Please read the question below and enter the answer in the text box  
which is the smallest 2 digit number  
Change Question  
Answer\* 10

Provide the Contact Details

If bidder is Not registered with MSME choose Not Applicable

Click Submit

Back Submit

Contents owned and maintained by respective tender inviting organisation / department



## **NOTE:**

- The following slide explains the fields mandatory for the MSME registered Bidder
- If the Bidder is not registered with MSME, skip the next slide.

### Contact Details

Enter Company's Contact Person Details

Title \* Mr

Contact Name \* Bidder

Date Of Birth (DD/MM/YYYY) \* 01/01/1980

Correspondence Email \* bidder8@gmail.com

(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)

Designation

Phone Details eg: +91 044 22272449

Phone \* 91 11 22334455

Mobile \* 9791230165

Provide the Contact Details

If the bidder Pre registered with MSME choose MSME Registration

If the Bidder is MSME registered , Udyog Adhaar Number is Mandatory

### Bidder Pre Registration Details

Bidder Pre Registered With \* MSME Registration

Organisation Type \* Others

Udyog Aadhaar Number \* 456789123456

Bidder Registered Type \* Corporate

Please read the question below and enter the answer in the text box

which is the smallest 2 digit number

Change Question

Answer \* 10

Click Submit

Back Submit

Contents owned and maintained by respective tender inviting organisation / department

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 The national portal of India  
 india.gov.in


 MMP on eProcurement  
 (Tender information for States and UT's)

## Bidder Enrollment Acknowledgement

Print

Login ID : bidder10@gmail.com

User Type : Corporate Tenderer

## Company Details

Company Name : ABCD Pvt.Ltd.

Registration Number : 987654159

Registered Address : New Delhi

Name of Partners / Directors : Nil

City : New Delhi

State : Delhi

Postal Code : 110003

PAN/TAN Number : AESTG2458A

Company's Establishment Year : 2010

Company's Nature of Business : IT

Company's Legal Status : Others

Company Category : Others


 Bidder Enrollment  
 Acknowledgement Page

## Contact Details

Title : Mr

Contact Name : Bidder

DOB (Date Of Birth) : 01-Jan-1980

Correspondence Email : bidder8@gmail.com

Designation : Nil

Phone : 91 11 22334455

Mobile : 9791230165

## Bidder Pre Registration Details

Bidder Pre Registered With : MSME Registration

Organisation Type : Others

Udyog Aadhaar Number : 456789123456

Bidder Registered Type : Corporate

Back

# End of Basic Bidder Enrollment

# DSC Registration

# Pre-Requisites for DSC Registration

- The Bidder becomes a valid bidder only after the registration of the DSC
- Bidders need to possess a valid DSC for participating in eTendering (class3 DSC)
- Bidders need to procure DSC 24 hrs prior to DSC Registration.
- It can be procured from any of the Certifying Authority registered under CCA India.eg Sify, nCode, eMudra etc
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.

ish only.

MIS Reports

Tenders by Location

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Site compatibility


 The national portal of India  
 india.gov.in
MMP on  
eProcurement

(Tender information for States and UT's)

## Welcome to eProcurement System

The eProcurement System enables the Tenderers to download and submit the bids online through this portal.

### Latest Tenders

Tender Title	Reference No	Closing Date	Bid Opening Date
Construction	DEMO/TCA/R-124	06-Feb-2018 03:00 PM	08-Feb-2018 09:30 AM
9. ETC of 200MVA Sarusajai	AEGCL/MD/SS-171	31-Jan-2018 09:00 AM	01-Feb-2018 09:00 AM

Latest Tenders updates every 15 mins.

### Latest Corrigendums

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
1. DATE EXTB	testabc59	23-Jan-2018 06:55 PM	23-Jan-2018 06:55 PM

Latest Corrigendum updates every 15 mins.

### Certifying Agency



Enter login ID  
& password

Click login

### User Login

Login ID \*   
 Password \*

Login

Online Bidder Enrollment  
 Generate / Forgot  
 Password?  
 Find My Nodal Officer

Search with ID/Title/Reference no

### Tender Search

Advanced Search

- [Help For Contractors](#)
- [Information About DSC](#)
- [FAQ](#)
- [Feedback](#)
- [Bidders Manual Kit](#)

Contents owned and maintained by respective tender inviting organisation / department



## USER MANAGEMENT

### User DSC Enrollment

Login Id : bidder10@gmail.com  
Roles : Tenderer

You have not registered with Digital Signature Certificate yet. Please click on Signing Certificate link below.

 [Signing Certificate](#)

 [View Existing Certificates](#)

Click here

#### Active Certificates Information

S.No	Certificate	Certificate Type	Type	Validity	Enroll Date	View
No certificates have been enrolled.						



USER MANAGEMENT

DSC Enrollment

Login Id : bidder10@gmail.com

Roles : Tenderer

Please go through the below points before registering the DSC card / e-Token:



1. User needs to properly install drivers for the DSC smart card or USB Token in the system before clicking the DSC enrollment menu (Signing Certificate).
2. DSC once registered to the login cannot be removed or reassigned.
3. User can access the 'Information about DSC' tab on the Homepage of the application to view the DSC certificate issuing authorities.
4. This screen lists the signing certificate available in the inserted DSC card / e-token, user needs to select the relevant DSC to register.
5. DSC registered user only can perform any action in the application.

Please insert your e-Token to read your Digital Signature Certificate information.

Refresh

Digital Certificate : Signing

DSC Enrollment

Certificate	Issued By	Type	Expiry Date
52FB074F-9FE9-4BD...	Apple iPhone Device ...	Signing & Encipherment	25-Oct-2018 12:22 PM
USHA SAXENA	(n)Code Solutions CA ...	Signing	11-Dec-2019 01:15 PM
A9EFD467-B799-415...	Apple iPhone Device ...	Signing & Encipherment	26-Sep-2018 02:51 PM

Ok

Click Ok

Back

Select appropriate name



USER MANAGEMENT

DSC Enrollment

Login Id : bidder10@gmail.com  
Roles : Tenderer

Please go through the below points before registering the DSC card / e-Token:



1. User needs to properly install drivers for the DSC smart card or USB Token in the system before clicking the DSC enrollment menu (Signing Certificate).
2. DSC once registered to the login cannot be removed or reassigned.
3. User can access the 'Information about DSC' tab on the Homepage of the application to view the DSC certificate issuing authorities.
4. This screen lists the signing certificate available in the inserted DSC card / e-token, user needs to select the relevant DSC to register.
5. DSC registered user only can perform any action in the application.

Please insert your e-Token to read your Digital Signature Certificate information.

Refresh

Digital Certificate : Signing

DSC Enrollment

Certificate	Issued
55EB074F-9FE9-4BD...	A
USHA SAXENA	(I
A9EFD467-B799-415...	A

Message



DSC is enrolled successfully.

OK

Expiry Date
25-Oct-2018 12:22 PM
11-Dec-2019 01:15 PM
26-Sep-2018 02:51 PM

Click Ok

Back



USER MANAGEMENT

User DSC Enrollment

Enrolled Successfully

Login Id : bidder10@gmail.com

Roles : Tenderer

✓ DSC is enrolled successfully.

[View Existing Certificates](#)

Active Certificates Information

S.No	Certificate	Certificate Type	Type	Validity	Enroll Date	View
1.	USHA SAXENA	Signing	Class 2	11-Dec-2019 01:15 PM	23-Jan-2018 03:13 PM	

Next ▶

Click Next



DASHBOARD

Goods and Service Tax Network (GSTN) Registration Information

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer

Goods and Service Tax Network (GSTN) Registration Information

Do You have a GSTN Registration Number \*  Yes  No

GSTN Number eg: 99 AAAAAA9999A 9 Z Z

Please enter the 15 digit GSTN Number \* 01 [v] BBBBBB9999A 9 Z Z

Name as Registered in GSTN Portal \* ABCD

Clear Save





DASHBOARD

Goods and Service Tax Network (GSTN) Registration Information

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer

Goods and Service Tax Network (GSTN) Registration Information

Do You have a GSTN Registration Number \*  Yes  No

GSTN Number eg: 99 AAAAA99999A 9 Z Z

Please enter the 15 digit GSTN Number \* .. [dropdown] [input] [input] Z [input]

Name as Registered in GSTN Portal \* [input]

Clear

Save

Bidder GSTN Registration Details

S.No	GSTN Number	GSTN Name	Created Date	Select
1	01BBBBB99999A9ZZ	ABCD	23-Jan-2018 03:17 PM	<input type="checkbox"/>

Delete

Next

Click Next



DASHBOARD

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Confirmatory Documents

Techno Commercial Query History

Short fall Documents

My Bids History

Confirmatory Documents History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

Post Award Management

Award Declaration

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer

Announcements

Attention - Users should upgrade their Java to JRE8

Bidder Dashboard

# End of DSC Registration



TENDER DETAILS

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Confirmatory Documents

Techno Commercial Query History

Short fall Documents

My Bids History

Confirmatory Documents History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

Post Award Management

Award Declaration

Tender Details

**The Menu**

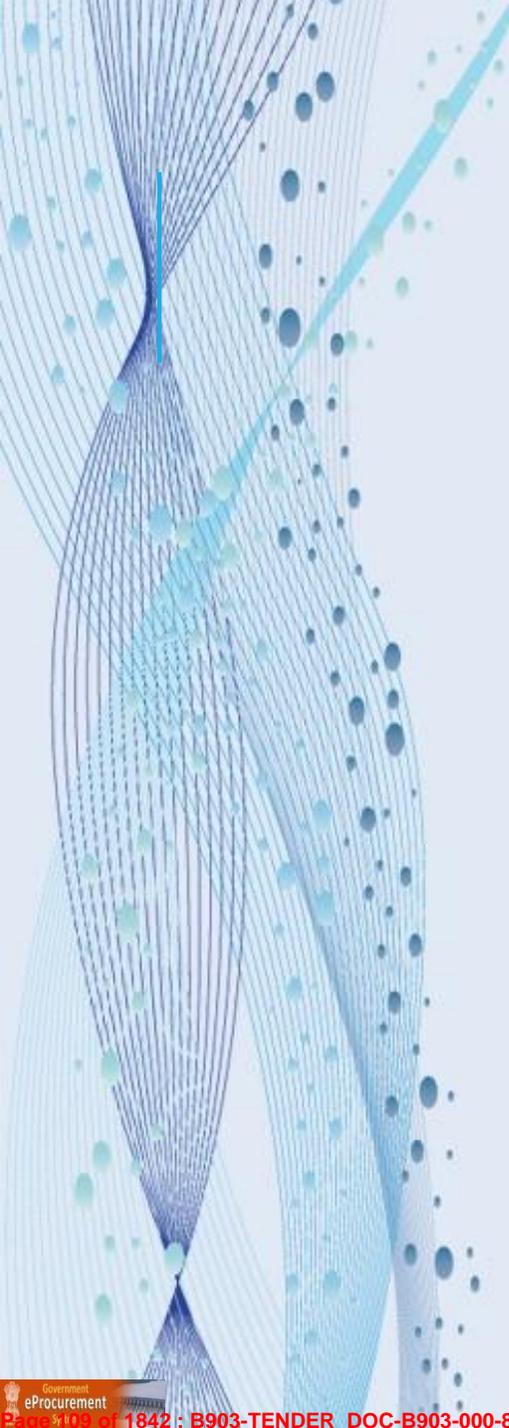
Match in tender title and tender reference no.

Clear Search

Tenders List				
S.No	Tender ID	Tender Reference Number	Tender Title	View
Tender details not found for short fall documents.				

# After DSC enrollment, the menu for bid submission gets displayed

- **Search Active Tenders**-Click here to search active tenders.
- **My Tenders**- To move tenders in which bidder intends to participate.
- **Clarification** -Enables to seek clarification related to tenders from the tender inviting officials.(Seek Clarification would be available only if it has been configured in the Tender by TIA)
- **My Active Bids**- Lists all bids submitted, allows resubmission and withdrawal.
- **Bid Opening (Live)** -Click Bid Opening (Live) to get the current status of the Bid opening

- 
- **Short fall Documents-** Click here to see Short fall Document against any Tender asked by the Tender Inviting Authority.
  - **Archived Clarification** -Click Archived Clarification to see previous clarification.
  - **Tender Status-** Stages in which various tenders which are under processing can be seen.



DASHBOARD

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Bid Opening (Live)
- Confirmatory Documents
- Techno Commercial Query History
- Short fall Documents
- My Bids History
- Confirmatory Documents History
- Short Fall Documents History
- Archived Clarification
- Tender Status
- My Withdrawn Bids

Post Award Management

- Award Declaration

Welcome ABCD Pvt.Ltd.,

Roles : Tender



My Tenders

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Attention - Users should upgrade their Java to JRE8



MY ACCOUNTS

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Confirmatory Documents

Techno Commercial Query History

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category

My Account Page

Under My Accounts of the Bidder's Profile, a bidder can do the following



View  
Profile

Click here to view profile



Edit  
Profile

Click here to edit profile



Change  
Password

Click here to change the password



Digital Signature  
Certificate

Click here to view DSC information



Click here to view the Mail / SMS selection



Click here to view User Dashboard.



Click here to update GST details.



A bidder can specify product category. Mails will be generated and sent if a tender is published under the selected product category.



MY ACCOUNTS

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Bid Opening (Live)
- Confirmatory Documents
- Techno Commercial Query History

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category





USER MANAGEMENT

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Bid Opening (Live)
- Confirmatory Documents
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- Short fall Documents
- My Bids History
- Confirmatory Documents History
- Short Fall Documents History
- Archived Clarification
- Tender Status
- My Withdrawn Bids

Post Award Management

- Award Declaration

Corporate Users → View Profile

Bidder's Profile Details Page

Login ID : bidder10@gmail.com  
User Type : Corporate Tenderer

Company Details

Company Name : ABCD Pvt.Ltd.  
 Registration Number : 987654159  
 Registered Address : New Delhi  
 Name of Partners / Directors : Nil  
 City : New Delhi  
 State : Delhi  
 Postal Code : 110003  
 PAN/TAN Number : AESTG2458A  
 Company's Establishment Year : 2010  
 Company's Nature of Business : IT  
 Company's Legal Status : Others  
 Company Category : Others

Contact Details

Title : Mr  
 Contact Name : Bidder  
 DOB (Date Of Birth) : 01-Jan-1980  
 Correspondence Email : bidder8@gmail.com  
 Designation : Nil  
 Phone : 91 11 22334455  
 Mobile : 9791230165



MY ACCOUNTS

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Confirmatory Documents

Techno Commercial Query History

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category





USER MANAGEMENT

User Management

- My Accounts
- My Documents

Auction Management

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- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
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- Award Declaration

Corporate Users → Edit

Personal details page1

Login ID: bidder10@gmail.com  
User Type: Corporate/Bidder

1.Edit details

Company Details

Company Name \* ABCD Pvt.Ltd.

Registration Number \* 987654159

Registered Address\* New Delhi

Name of Partners / Directors

BidderType\*  Indian  Foreign

City \* New Delhi

State\* Delhi

Postal Code\* 110003

PAN/TAN Number \* AESTG2458A

PAN/TAN number must have 10 characters. For eg: AESTG2458A  
For Bidders who do not have PAN/TAN number may enter TEMPZ9999Z as the PAN/TAN number.

Company's Establishment Year(yyyy) 2010

Company's Nature of Business\* IT

Company's Legal Status\* Others

Company Category\* Others

Company's Nature of Business\* IT  
Company's Legal Status\* Others  
Company Category\* Others

Personal details  
page 2

Contact Details

Enter Company's contactPerson Details

Title \* Mr  
Contact Name\* Bidder  
Date Of Birth(DD/MM/YYYY)\* 01/01/1980  
Correspondence Email\* bidder8@gmail.com  
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be send only to the Correspondence Email ID.)  
Designation  
Phone Details eg: +91 044 22272449  
Phone\* 91 11 22334455  
Mobile\* 9791230165

Bidder Pre Registration Details

Bidder Pre Registered With \* MSME Registration  
Organisation Type \* Others  
Udyog Aadhaar Number \* 456789123456  
Bidder Registered Type \* Corporate

Please read the question below and enter the answer in the text box

which is the smallest 2 digit number

Change Question

Answer \*



Back Submit



## MY ACCOUNTS

### User Management

My Accounts

My Documents

### Auction Management

My Auctions

Live Auctions

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### Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

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History

Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category

**Click here to  
Change  
Password**



USER MANAGEMENT

Change Password

Please use the form below to change your password.

Old Password \*

Password is minimum 8 characters and maximum 32 Characters. It is advised to use combination of alphabets & non-alphabetic characters.

New Password \*

Re-type the password again

Confirm Password \*

Please read the question below and enter the answer in the text box

which is the smallest 2 digit number

Change Question

Answer \*

Back Submit

**Password Policy**

Your password must comply following requisites,

1. Length must be within 8 to 32 characters
2. Any English lowercase and uppercase (a-z and A-Z) characters
3. Any numbers between 0-9
4. Any special characters from the bracket [! @ # \$ ^ \* \_ ~]

Good eg: Cric\$2009  
Bad eg: cric2009



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[Tenders by Location](#)

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[Tenders by Classification](#)

[Tenders in Archive](#)

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**Your Password has been Generated / changed successfully.  
Please login from Home page with your new password to  
confirm.**



MMP on



ould upgrade « Web based training on Government eProcurement System is being conducted on various topics on a regular basis. The Web based training will be conducted on all Central Government working days from 2.30 PM to 4.30 PM in E

Enter login ID & new password

MIS Reports

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### Welcome to eProcurement System

The eProcurement System enables the Tenderers to download the Tenders and to upload the bids online through this portal.

#### Latest Tenders

Tender Title	Reference No	Closing Date	Bid Opening Date
1. Computer Purchase	RTC/Purchase-003/2017-18	24-Jan-2018 09:45 AM	24-Jan-2018

Latest Tenders updates every 15 mins.

#### Latest Corrigendums

Corrigendum Title	Reference No	Closing Date	Bid Opening Date

Latest Corrigendum updates every 15 mins.

Certifying Agency



User Login

Login ID \* dder10@gmail.com

Password \* .....

Login

Click login

Online Bidder Enrollment  
Generate / Forgot Password?  
Find My Nodal Officer

Search with ID/Title/Reference no

**Tender Search**



Advanced Search

- Help For Contractors
- Information About DSC
- FAQ
- Feedback
- Bidders Manual Kit



MMP on



MIS Reports

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### Digital Certificate Authentication

Welcome ABCD Pvt.Ltd. [bidder10@gmail.com],



1. You have registered with DSC. Please insert your DSC card / e-Token.
2. Click the 'Login' button to proceed.

Double Factor Authenticating

S.No	Alias Name	Serial No.	Certificate Type	Expiry Date	Type	Status
1.	USHA SAXENA	53 86 ed 12	Signing	11-Dec-2019 01:15 PM	Class 2	Live

LOGIN

Logout

If the 'Login' button is not appearing in this screen, perform the following checks:

1. Java Run Time Environment (JRE) 1.8 or above should be installed.
2. DSC drivers should be installed from the resource CD.
3. The DSC smart card / e-Token must be plugged in with the system's USB port / smart card reader.

Click here to login

tem is being conducted on various topics on a regular basis. The Web based training will  
om 2.30 PM to 4.30 PM in English only.

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Digital Certificate Authentication

Welcome ABCD Pvt.Ltd. [bidder10@gmail.com],

S.No	Status
1.	Live

Click Ok



DASHBOARD

Welcome ABCD Pvt Ltd.,

Click My Accounts

Announcements

● Attention - Users should upgrade their Java to JRE8

● Web based training on Government eProcurement System is being conducted on various topics on a regular basis. The Web based training will be conducted on all Central Government working days from 2.30 PM to 4.30 PM in English only.

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Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category

Click here to View the DSC Details



USER MANAGEMENT

User DSC Enrollment

Login Id : bidder10@gmail.com

Roles : Tenderer

Active Certificates Information

S.No	Certificate	Certificate Type	Type	Serial No.	Validity	View	Action
1.	USHA SAXENA	Signing	Class 2	53 86 ed 12	11-Dec-2019 01:15 PM		<input type="checkbox"/>

Back

Inactive

Existing Certificates Information

S.No	Certificate	Certificate Type	Type	Status	Validity	View	Action
------	-------------	------------------	------	--------	----------	------	--------

Existing certificates not available.



Click here to see the Certificate Information

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USER MANAGEMENT

User DSC Enrollment

Login Id : bidder10@gmail.com

Roles : Tenderer

Active Certificates Information

S.No	Certificate	Certificate Type	Type	Serial No.	Validity	View	Action
1.	USHA SAXENA	Signing	Class 2	53 86 ed 12	11-Dec-2019 01:15 PM		<input type="checkbox"/>

Browser window showing certificate details:

URL: https://demoeproc.nic.in/nicgep/app?component=%24DirectLink&page=InActiveCertifici

CN=USHA SAXENA, ST=Delhi, OID.2.5.4.17=110003, OU="NIC,CID - 6212500",  
 OID.2.5.4.20=395318426f2576cd3282e83c245827de7009dafa56a76a7e01ee250c62...  
 O=NATIONAL INFORMATICS CENTRE....., C=IN

Enrolled Date : 23-Jan-2018 03:13 PM  
 Expiry Date : 11-Dec-2019 01:15 PM

Back Inactive



View Action



MY ACCOUNTS

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Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category

Click here to see the Mail / SMS selection

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1.	Acceptance of Tender Document	<input checked="" type="checkbox"/>
2.	AuctionCorrigendumAlertForBidder	<input checked="" type="checkbox"/>
3.	Awarding Contract	<input checked="" type="checkbox"/>
4.	Bidder Registration Approval Status	<input checked="" type="checkbox"/>
5.	Cancellation/Retender	<input checked="" type="checkbox"/>
6.	Confirmation for Additional Documents	<input checked="" type="checkbox"/>
7.	Confirmation of Bid submission	<input checked="" type="checkbox"/>
8.	Confirmation of change of Login Id	<input checked="" type="checkbox"/>
9.	Confirmation of manual Password Reset	<input checked="" type="checkbox"/>
10.	Confirmation of NEFT payment	<input checked="" type="checkbox"/>
11.	Confirmation of User activation	<input checked="" type="checkbox"/>
12.	Confirmation of User registration	<input checked="" type="checkbox"/>
13.	Confirmation on Switching User Type	<input checked="" type="checkbox"/>
14.	Expiry of DSC Certificate	<input checked="" type="checkbox"/>
15.	Expiry of Registration	<input checked="" type="checkbox"/>
16.	Intimation of Bid Opening	<input checked="" type="checkbox"/>
17.	Intimation of Financial Prebid meeting document	<input checked="" type="checkbox"/>
18.	Intimation of Mobile no. updation	<input checked="" type="checkbox"/>
19.	Intimation of new corrigendum	<input checked="" type="checkbox"/>
20.	Intimation of revocation of the tender	<input checked="" type="checkbox"/>
21.	Intimation of shortfall documents	<input checked="" type="checkbox"/>
22.	Intimation of Technical Prebid meeting document	<input checked="" type="checkbox"/>
23.	Intimation of Techno-Commercial Query	<input checked="" type="checkbox"/>
24.	Intimation of the postponement of the tender	<input checked="" type="checkbox"/>
25.	Intimation on Bid Closing Time	<input checked="" type="checkbox"/>
26.	Intimation on Blocking user	<input checked="" type="checkbox"/>
27.	Intimation on publishing limited tender	<input checked="" type="checkbox"/>
28.	Intimation on Unblocking user	<input checked="" type="checkbox"/>
29.	POSTTENDERAWARDDECLARATION	<input checked="" type="checkbox"/>
30.	POSTTENDERDOCUMENTSUBMITCONFIRMATION	<input checked="" type="checkbox"/>
31.	POSTTENDERPUBLISHED	<input checked="" type="checkbox"/>
32.	ReBidSubmitConfirmation	<input checked="" type="checkbox"/>
33.	REJECTIONAWARDOFCONTRACT	<input checked="" type="checkbox"/>
34.	Rejection of Tender Evaluation	<input checked="" type="checkbox"/>
35.	Revocation of DSC	<input checked="" type="checkbox"/>
36.	User Enrollment Requisition	<input checked="" type="checkbox"/>
37.	Verification code for Generate / Forgot Password	<input checked="" type="checkbox"/>
38.	WITHDWALOFBIDS	<input checked="" type="checkbox"/>

Select the check box to get the Notification

Click Save

Cancel Save



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Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



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Mail / SMS



GSTN



Product Category

Click here to view and update GST Details



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Goods and Service Tax Network (GSTN) Registration Information

Goods and Service Tax Network (GSTN) Registration Information

GSTN Number eg: 99 AAAAAA99999A 9 Z Z

Please enter the 15 digit GSTN Number \* .. [dropdown] [input] [input] Z [input]

Name as Registered in GSTN Portal \* [input]

Clear

Save

Bidder GSTN Registration Details

S.No	GSTN Number	GSTN Name	Created Date	Select
1	01BBBBB99999A9ZZ	ABCD	23-Jan-2018 03:17 PM	<input type="checkbox"/>

Back

Delete





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Welcome ABCD Pvt.Ltd.,

Roles : Tenderer



View Profile



Edit Profile



Change Password



User Dashboard



Digital Signature



Mail / SMS



GSTN



Product Category

Click here to get mail alerts for your Favorite Tenders

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**Product Category List**

No. of Records : 156

**Product Category List**

**Product Categories to get Mail Alerts when new tender published against each category.**

S.No	Product Name	Select Product
1	Abrasives	<input type="checkbox"/>
2	Access Control System	<input type="checkbox"/>
3	Adhesives	<input type="checkbox"/>
4	Advertisement Services	<input type="checkbox"/>
5	Agricultural or Forestry	<input type="checkbox"/>
6	Aids and appliances for the disabled	<input type="checkbox"/>
7	Aids and appliances for the disabled	<input type="checkbox"/>
8	Air Compressor	<input type="checkbox"/>
9	Air-Conditioner	<input type="checkbox"/>
10	Allotment of Space	<input type="checkbox"/>
11	AMC/Maintenance Contracts	<input checked="" type="checkbox"/>
12	Animal Feed Ingredients	<input type="checkbox"/>
13	Architecture/Interior Design	<input type="checkbox"/>
14	Ash Handling Equipments	<input type="checkbox"/>
15	Audio-Visual Equipment	<input type="checkbox"/>
16	Automatic Bus Washing Machine	<input type="checkbox"/>
17	Aviation	<input type="checkbox"/>
18	Bearings	<input type="checkbox"/>
19	Bio-Fertilizer Production Materials	<input type="checkbox"/>
20	Bus Body Construction	<input type="checkbox"/>

Pages : << < 1 2 3 4 5 6 7 > >>

**1. Select Product Category**

**2. Click here to Save**

Cancel

Submit



PRODUCT CATEGORY LIST

Click here to view saved category

Product Category List

No. of Records : 156

[View My Product Categories](#)

Record has been saved successfully

Select Product Categories to get Mail Alerts when new tender published against each category.

S.No	Product Name	Select Product
1	Abrasives	<input type="checkbox"/>
2	Access Control System	<input type="checkbox"/>
3	Adhesives	<input type="checkbox"/>
4	Advertisement Services	<input type="checkbox"/>
5	Agricultural or Forestry	<input type="checkbox"/>
6	Aids and appliances for the disabled	<input type="checkbox"/>
7	Aids and appliances for the disabled	<input type="checkbox"/>
8	Air Compressor	<input type="checkbox"/>
9	Air-Conditioner	<input type="checkbox"/>
10	Allotment of Space	<input type="checkbox"/>
11	AMC/Maintenance Contracts	<input checked="" type="checkbox"/>
12	Animal Feed Ingredients	<input type="checkbox"/>
13	Architecture/Interior Design	<input type="checkbox"/>
14	Ash Handling Equipments	<input type="checkbox"/>
15	Audio-Visual Equipment	<input type="checkbox"/>
16	Automatic Bus Washing Machine	<input type="checkbox"/>

Now Bidder will get Mail Alert for new Tender published against selected product category

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Government eProcurement System - Internet Explorer

https://demoeproc.nic.in/nicgep/app?component=view&page=BidderProductCatego

Government eProcurement System  
Selected Bidder's Product Category

Print  
23-Jan-2018 05:18 PM

S.No	Category Name
1	AMC/Maintenance Contracts

Selected Category List

User Management

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Bid Management

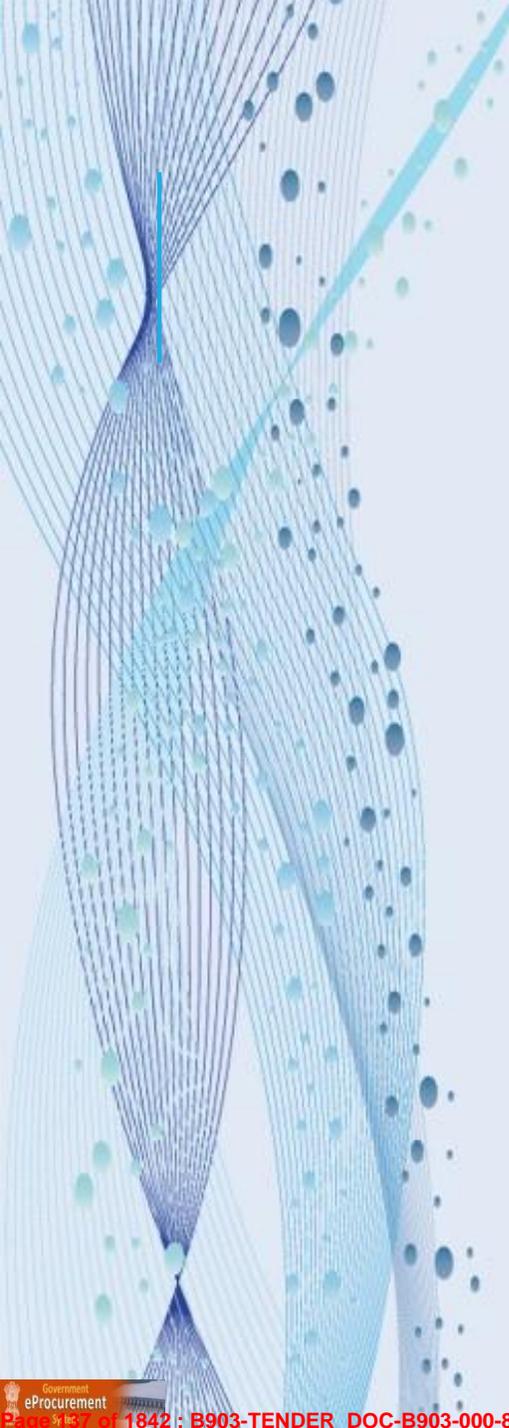
- Search Active Tenders
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3	Adhesives	<input type="checkbox"/>
4	Advertisement Services	<input type="checkbox"/>
5	Agricultural or Forestry	<input type="checkbox"/>
6	Aids and appliances for the disabled	<input type="checkbox"/>
7	Aids and appliances for the disabled	<input type="checkbox"/>
8	Air Compressor	<input type="checkbox"/>
9	Air-Conditioner	<input type="checkbox"/>
10	Allotment of Space	<input type="checkbox"/>
11	AMC/Maintenance Contracts	<input checked="" type="checkbox"/>
12	Animal Feed Ingredients	<input type="checkbox"/>
13	Architecture/Interior Design	<input type="checkbox"/>
14	Ash Handling Equipments	<input type="checkbox"/>

View My Product Categories

bid against each category.

Select Product



Thank you  
End of Bidders Registration

**(GePNIC Version 1.09.06)**

# PROPOSAL FORMS

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C2	PAST EXPERIENCE DURING SEVEN YEARS
D	DECLARATION OF BIDDER'S INDIAN INCOME TAX LIABILITY
E	COMPLIANCE TO BID REQUIREMENT
F	CHECK LIST FOR SUBMISSION OF BID
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N	SELF-CERTIFICATE FOR STEEL POLICY
O	PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING
P	INDEMNITY BOND FORMAT- NA

**(On Company Letter Head, to be signed by the duly authorized person)**

**FORM OF BID**

(To be filled by the Bidder)

**Refer Format (Form of Tender–Commercial Bid) given in General  
Conditions of Contract on – Item Rate (Page no. 127-129 of 141 of GCC)**

**INFORMATION ABOUT BIDDER**

**(On Company Letter Head, to be signed by the duly authorized person)**

**Refer Format given in General Conditions of Contract on – Item Rate (Page no. 130 of 141 of GCC)**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

**DETAILS OF SPECIFIC COMMERCIAL EXPERIENCE FULFILLING QUALIFICATION  
CRITERIA OF**

**(AS CALLED FOR IN “COMMERCIAL EXPERIENCE CRITERIA” OF INVITATION FOR  
BIDS FOR QUALIFICATION OF THE BID)**

**Name of Bidder:** \_\_\_\_\_

Furnished below are the details required for meeting the qualifying requirements as called for in Experience Criteria of IFB:

(For applicability mark ✓ and Non applicability mark X in )

Bidder shall furnish their experience details with reference to the Work, which pre-qualify them in line with Experience Criteria mentioned of IFB.

**(MARK ✓ FOR APPLICABILITY IN BOX)**

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>DETAILS</b>
<b>Details of work(s) executed by the Bidder complying the requirement of Clause 5.0 of IFB</b>		
1.	Name of Project and its location	
2.	Description of work	
2.1	In case of Composite work, value of Qualifying Work (as per IFB): Rs.....	
3.	Name of Owner, Postal Address, Phone/ Fax No./ E-mail Address	
4.	Name of Consultant, Postal Address, Phone/ Fax No./ E-mail Address	
5.	<b>Details of Work executed and its completed value</b>	

S. NO.	DESCRIPTION	DETAILS
	<b>Milestone Dates</b>	<ul style="list-style-type: none"> <li>• Date of award : _____</li> <li>• Starting date : _____</li> <li>• Scheduled Completion Date : _____</li> <li>• Actual Completion Date : _____</li> <li>• Reasons for delay, if any : _____</li> </ul>
6.	Supporting Document for Experience Criteria	<ul style="list-style-type: none"> <li>• Whether copy of Work Order/ Contract Agreement enclosed YES NO</li> </ul> <p>Ref. No.: _____ dated _____</p> <ul style="list-style-type: none"> <li>• Whether Completion Certificate enclosed. YES NO</li> </ul> <p>Ref. No.: _____ dated _____ Date of Completion _____</p> <ul style="list-style-type: none"> <li>• Whether Client Certificate for Performance of work enclosed. YES NO</li> </ul> <p>Ref. No.: _____ dated _____</p> <p>Date of Completion _____</p>
7.	Whether work executed as a Sub-Contractor to main Contractor	<p>YES / NO</p> <p>If yes, documents as per <b>Clause 5.1.2 (d) of IFB</b> to be submitted.</p>
8.	Supporting Document for Financial Criteria	<ul style="list-style-type: none"> <li>• Whether Annual Turnover Statement and P&amp;L account is enclosed. YES NO</li> </ul> <p>If Yes, submitted for the financial years</p> <p style="text-align: right;">1. _____ _____</p> <p style="text-align: right;">2. _____ _____</p> <p style="text-align: right;">3. _____ _____</p>

S. NO.	DESCRIPTION	DETAILS
9.	CONFIRMATIONS	BIDDER'S CONFIRMATION
9.1	Confirm that the above work has been completed within the qualifying period as mentioned in IFB/NIT.	Confirmed
9.2	Confirm that the above work is not an In-house work experience.	Confirmed
9.3	Confirm that the information/documentation furnished in this proforma are correct and in case of any original document is required by Owner/EIL the same shall be submitted for verification.	Confirmed
9.4	Confirm that all information/documentation for the work to be considered for qualification is furnished in this proforma along with supporting documents as detailed IFB. Non submission of above required information /documentation may lead to rejection of bid.	
9.6	Confirm that all documents furnished by the bidder in support of meeting the commercial experience & financial criteria of BQC have been duly authenticated as per requirements mentioned in Bidding Document.	

**Notes:**

1. Confirmed that Photocopy of the documents submitted by us in support of our Commercial Experience Criteria is mirror image of the original document. In case some area has been omitted while taking the Photocopy of original then in such event we have identified such area.
2. **Note: Bidder to use separate format for different works.**

**SIGNATURE OF BIDDER** : \_\_\_\_\_  
**NAME OF BIDDER** : \_\_\_\_\_  
**COMPANY SEAL** : \_\_\_\_\_

**PAST EXPERIENCE DURING SEVEN YEARS**

SL. NO.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT EXECUTED VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF ANY

**Note:** Copies of work order(s) and completion certificate(s) of at least two similar jobs should be submitted by the Bidder along with this FORM.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_



(On Company Letter Head, to be signed by the duly authorized person)

**FORM-E**

**COMPLIANCE TO BID REQUIREMENT**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment/ Addendum to the Bidding Documents, if any, for subject work.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

We further hereby confirm that the price quoted in the price bid are as per the provisions of the tender document and there is no deviation to the provisions in the price bid.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognised and shall be treated as null and void.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**(On Company Letter Head, to be signed by the duly authorized person)**

<b>NAME OF WORK</b>	<b>:</b>	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	<b>:</b>	<b>MK/B903-000-CF-T-9501/7</b>

**CHECK LIST FOR SUBMISSION OF BID**

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist to be uploaded in “**Un-priced folder of e-tender portal.**”

**Please tick the box and ensure compliance:**

**(A) UNDER SECTION -1**

(A.1) Bid Letter as per FORM-A

Submitted

(A.2) Information about Bidder as per FORM-B

Submitted

(A.3) EMD/ BID BOND / BID SECURITY

Bidder to confirm that EMD/ Bid Bond/ Bid Security has been submitted by them as per Tender Pro forma.

Submitted

(1) BY BANK GUARANTEE

BG No. \_\_\_\_\_ Dt. \_\_\_\_\_ From  
Bank \_\_\_\_\_ Branch \_\_\_\_\_  
For Rs. \_\_\_\_\_  
Valid till \_\_\_\_\_

(2) BY DEMAND DRAFT

DD No. \_\_\_\_\_ Dt. \_\_\_\_\_  
Drawn on \_\_\_\_\_  
For Rs. \_\_\_\_\_

Original shall be submitted in original Bid and its copy in other copies of Bid.

**(B) UNDER SECTION -2**  
**(Proposal Forms)**

(B.1) Details of Specific Experience/ Turnover as per FORM-C

(B.2) Past Experience as per FORM-C2

Submitted

(B.3) Details of Tax liability as per FORM-D

Submitted

(B.4) Audited Balance Sheet including profit and loss account statement for the last three years.

Submitted

Submitted for the years:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(B.7) Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.

Submitted

(B.8) Partnership Deed in case of partnership firm and Article of Association in case of limited Company.

Submitted

(B.9) Declaration by Bidder regarding Black listing/ Holiday listing as per FORM-G.

Submitted

(B.10) Declaration regarding PF etc. as per FORM-J.

Submitted

**C) UNDER SECTION - 3**

(C.1) Compliance to Bid Requirement as per FORM-E.

Submitted

(C.2) Deleted

(C.3) Reply to commercial questionnaire as per **FORM-G** with Bidder's reply/ confirmation for each Sl. No.

Submitted

(C.4) Reply to Technical questionnaire (if enclosed in technical

part) with Bidder's Reply/ Confirmation for each Sl. No.

Submitted

(C.5) Declaration by Bidder as per FORM-I.

Submitted

(C.6) Blank copy (without price) of Price Part i.e. Schedule of Rates/Schedule of Prices

Submitted

**(D) UNDER SECTION – 4**

(D.1) Technical Details/ Documents specified in Technical part.

Submitted

Not Applicable

**(E) CONFIRM THE FOLLOWING**

(E.1) All pages of the bid have been page numbered in sequential manner.

YES

(E.2) The bid has been submitted in requisite number of copies as specified in Special Instructions to Bidders

YES

(E.3) Master Index of Bidding Document, Compliance Letter for Addendum/ Amendment, if any, has been submitted along with offer, duly signed and stamped on each page.

YES

(E.4) Blank copy (without price) of Schedule of Rates duly signed and stamped on each page has been submitted.

YES

**SIGNATURE OF BIDDER** : \_\_\_\_\_  
**NAME OF BIDDER** : \_\_\_\_\_  
**COMPANY SEAL** : \_\_\_\_\_

(On Company Letter Head, to be signed by the duly authorized person)

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

**COMMERCIAL QUESTIONNAIRE**

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

<b>SL. NO.</b>	<b>EIL'S QUERY</b>	<b>BIDDER'S REPLY/ CONFIRMATION</b>
1.0	<b>Confirm that your Bid is valid for 04 (Four) months from the Final Bid due date.</b>	
2.0	Confirm that Bid Security /Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	
3.0	We confirm that we are not on holiday/ negative list/suspension/banning list of MRPL/EIL on due date of submission of bid.  In case the bidder is on holiday/ negative list/suspension/banning list of MRPL/EIL their offer shall not be considered.  <b>Any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of MRPL/EIL.</b>	
4.0	We confirm that we are not blacklisted by any Government Department/ Public Sector on due date of submission of bid.	
5.0	<b>Confirm that the following documents are submitted with Part-I:</b>	
a)	All documents as per CHECK LIST and Bidding document requirement.	
b)	Master Index as issued/ provided in the bidding document is submitted in un-priced part duly signed and stamped on each page.	
c)	Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
6.0	Confirm that price has been uploaded separately through CPP portal.	
7.0	<b>Schedule of Rates (SOR)</b>	
a)	<b>Please confirm that price (percentage increase/decrease on the estimated cost) must be filled</b>	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
	<p><b>in the Summary of Prices i.e., Form SP-0 uploaded in the e-tender portal.</b>  <b>Please note that the format is not to be edited/ altered by the bidder.</b></p>	
b)	Confirm that deviation/terms & conditions are not mentioned in the price part.	
8.0	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
9.0	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid are in accordance with the requirements of the Bidding Document.	
10.0	Confirm your compliance to total Scope of Work/services mentioned in the Bidding Document.	
11.0	Confirm your acceptance for `Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	
12.0	Confirm your acceptance for Time Schedule/Completion period as mentioned in Bidding Document.	
13.0	Confirm that your bid is in compliance with taxes and duties as specified in SCC & ITB.	
14.0	<p><b>Confirm that your quoted price includes all taxes &amp; duties, but exclusive of GST</b>, in accordance with the provision of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).</p>	
15.0	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
16.0	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
17.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
18.0	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as per specification No. 6-78-0001.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
19.0	<p><b>Confirm that Bidder is not involved in any Litigation/ Arbitration.</b></p> <p><b>Or</b></p> <p><b>Confirm that the current Litigation / Arbitration, in which Bidder is involved will not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.</b></p> <p><b>Notes:</b></p> <p><b>a) Evaluation shall be based upon Bidder's confirmation as above and reassessment of their financials provided in their annual balance sheet / profit &amp; loss account due to the self-declaration shall not be carried out by MRPL/EIL.</b></p> <p><b>b) In case bidder affirms that present litigations / arbitrations have impact on their obligations to perform the contract or does not provide the affirmation as above, their bid shall be rejected.</b></p>	
20.0	<b>Confirm that Bidder is not under liquidation, court receivership or similar proceedings.</b>	
21.0	<b>Confirm the following</b>	
a)	The planning schedule, S-curves etc., as applicable submitted by the bidder with his Bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.	
b)	Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front.	
c)	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	
d)	Confirm your compliance to the Minimum Manpower & Qualification & Experience requirement of Key personnel to be deployed as per SCC.	
22.0	<p>Please note that:</p> <p>i) No Mobilization &amp; Secured Advance shall be paid.</p>	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
23.0	Confirm that adequate numbers of construction equipments, tools, tackles etc. shall be deployed to complete the work as per the time schedule.	
24.0	Confirm Compliance to the following: i) Minimum required equipment, tools & tackles to be mobilized as per SCC/Technical Section of Bidding Document ii) Key Construction Manpower to be deployed at site as per SCC/Technical Section of Bidding Document	
25.0	In case we happen to be the successful Bidder for this work, then in such an eventuality we shall submit a copy of Letter of Acceptance (LOA) duly signed & stamped by authorised signatory in token of our acceptance within 03 (three) days from the date of issue of LOA.  We further confirm that the time schedule for completion of work shall be reckoned from the date of issue of LOA.	
26.0	Confirm that you have uploaded the Bid on e-tender portal as per the instructions given in ITB.	
27.0	We confirm that (i) None of our Directors/Partner is a relative of any Director of MRPL. (ii) No Director of MRPL or his relative is a Partner/Director in our Firm.	
28.0	Please confirm that un-priced copy of Schedule of Rates (SOR)- SP-0 has been submitted in un-priced folder of e-tender portal.	
29.0	<b>Please confirm that your Bid does not have any deviation to terms and conditions of the Bidding Document.</b>	
30.0	(a) We confirm that no previous Transgression occurred in the last three years immediately before signing of Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged or with any Public Sector Enterprises in India or any Government Department in India.	
31.0	(b) We further confirm that the above declaration/confirmation are true and accurate in all respects, and not in conflict with the declaration mentioned in our any part of our bid / financial statement/any other document.	
32.0	<b>In case a Bidder is MSE Bidder, Bidder to confirm/ note the following:</b>	
	a) We confirm that we are Micro or Small Enterprises (as the case may be), as on the Bid due date, as per the prevailing guidelines of Ministry and as per the latest Udyam Registration Certificate.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
b)	We confirm that MSE Certificate is issued to us by the authorized agencies or Udyam Registration Certificate as mentioned in the Bidding Document.	
33.0	Experience of Subsidiary/ Fellow Subsidiary/ Holding company	
34.0	Whether Bidder is intending to qualify based on jobs executed for subsidiary / fellow subsidiary / holding company.	Yes / No (Strike out whichever is not applicable)
35.0	If Yes, Bidder to list out the name (s) of the subsidiary/ fellow subsidiary/ holding company.	
36.0	If Yes, Bidder to conform that they have submitted tax paid invoices duly certified by the competent authority in line with the provisions of tender document.	Confirmed / Not applicable (Strike out whichever is not applicable)

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

COMPANY SEAL : \_\_\_\_\_

**BIDDER'S QUERIES**

SL. NO.	BIDDING DOCUMENT		SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PAGE NO.	CLAUSE NO.			

NOTE: Pre bid query must be submitted exclusively through NIC CPP Portal <http://eprocure.gov.in/eprocure/app>. Queries sent through e-mails or by any other mode shall not be given any cognizance.

(On Company Letter Head, to be signed by the duly authorized person)

**DECLARATION BY THE BIDDER**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document TECHNICAL AS WELL AS COMMERCIAL REQUIREMENTS and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted prices [**%, in case of Percentage tenders or pre-filled tenders**] in Schedule of Prices and uploaded in Price Bid in the prescribed location of the e-tendering website considering entire scope of work as detailed in Bidding Document We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Prices (with detailed item description) which has been issued to us.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**NOTE:** This declaration should be signed by the Bidder’s representative who is signing the Bid.

(On Company Letter Head, to be signed by the duly authorized person)

**DETAILS OF P.F. REGISTRATION**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

PF REGISTRATION NO. :  
DISTRICT & STATE :

ESI Registration No.  
DISTRICT & STATE :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

Bidder shall be solely responsible to fulfil all the obligations of PF and ESI registration without any additional financial liabilities / implications to EIL / OWNER

PAN No.:

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

(On Company Letter Head, to be signed by the duly authorized person)

**FORM-J2**

**DETAILS OF P.F. REGISTRATION**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

In case our establishment falls under the purview of PF & ESI Act during the execution of Contract, we shall get our establishment registered under PF & ESI and shall be solely responsible to fulfil the obligation of PF & ESI at no extra cost to Owner / EIL

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

(On Company Letter Head, to be signed by the duly authorized person)

**FORM-K : UNDERTAKING FOR TRANSGRESSION IN TERMS OF INTEGRITY PACT**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

I, Mr./ Ms. \_\_\_\_\_, authorised person on behalf of M/s \_\_\_\_\_ (Bidder name), signatory of Integrity Pact, hereby declares that No incidence of previous Transgression, conforming to the provisions under Section-5 of the IP format enclosed with the Bidding Document, has come to light/occurred or pending adjudication in the last three years with any other Company, including Public Sector Enterprises, in/outside India that could Justify our exclusion from the tender process.

We further confirm that the above declaration/confirmation are true and correct in all respects, and not in conflict with the declaration mentioned in any part of our bid / financial statements /any other document.

I, Mr. .... also declare that in case, at a later date, if the declaration submitted in our bid are found to be false, I shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of the land and provisions of Bidding Document and EIL/Owner's right to put our Company on Suspension/Banning list for future business with EIL/Owner.

Sign & Seal of the Authorised Signatory of Bidder  
Name & Designation:  
Date

**FORM-L****BANK MANDATE FORM**

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
  - a. Name of the Bank :
  - b. Name of the Branch and Address of the Branch :
  - c. Branch Code :
  - d. 9-Digit MICR code Number of the Bank & Branch :  
(As appearing in the MICR Cheque issued by the bank)  
(Please do not give multicity cheque book code Number)
  - e. Type of account (Saving Bank, Current or Cash Credit) :
  - f. Account Number :
  - g. RGTS/IFSC Code (11 digit) :
  - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

\_\_\_\_\_  
(Signature and designation of the Authorised person(s) of Bidder)

Official seal of the Bidder

Place :

Date :

**BANK CERTIFICATION**

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

\_\_\_\_\_  
Signature of the Authorised Official of the Bank

Bank's Stamp

**VENDOR FORM FOR ELECTRONIC FUNDS TRANSFER PAYMENT & TAX DETAILS (FORM-L)**  
**Please use additional copies of this form if your Company has additional Branches/ Divisions dealing with MRPL**

**Vendor data - ver-3**

<b>To: GGM - Materials</b>	
<p><b>Mangalore Refinery &amp; Petrochemicals Ltd., Kuthethoor P.O., via Katipalla, Mangalore. (Karnataka), Pin Code-575030, INDIA</b></p>	
The following is a confirmation/ updation of our bank account details and I/we hereby affirm our choice to opt for payment of amounts due to us under various contracts through electronic mode.	
<b>1. Vendor/ Contractor particulars:</b>	
(i)	Name of the Company:
(ii)	Existing Vendor Code (given by MRPL)
(iii)	Complete Postal Address:
(iv)	Pin code/ ZIP code:
(v)	Telephone nos. (with country/area codes):
(vi)	Fax No.: (with country/area codes):
(vii)	Cell phone Nos.:
(viii)	Contact persons /Designation:
(ix)	Email IDs:
<b>2. Bank Account Particulars:</b>	
(i)	Name of the Account holder:
(ii)	Complete Bank Account No. (for Electronic Funds Transfer):
(iii)	Account type:
(iv)	Bank Name:
(v)	Bank Branch:
(vi)	Bank Branch Contact Nos.:
(vii)	11 digit IFS Code (for Bank Branches in India)
(viii)	Swift Code (for Bank Branches not in India):
<b>3. Tax Registration numbers: *(Please fill in the applicable fields and attach relevant proofs)</b>	
(i)	Income Tax PAN no.:
(ii)	VAT TIN /Local Tax Registration No.:
(iii)	State of VAT Registration:
(iv)	CST Registration No.:
(v)	Excise Registration No.:
(vi)	Excise Range:
(vii)	Excise Division:
(viii)	Excise Commission rate:
(ix)	Service Tax Registration No.:
(x)	ECC No.:
(xi)	Integrated GST No. (if available/ applicable):
(xii)	Central GST No. (if available/ applicable):
(xiii)	State GST No. (if available/ applicable):
<b>4. Organizational information:</b>	
(i)	Company /Partnership Firm /Proprietary Concern / Society/Trust /NGO/Others (Please Specify):

PROPOSAL FORM

(ii)	Whether Proprietor/ Partner belongs to SC/ ST category. (Please specify names and percentage of shares held by SC/ST Partners):
(iii)	Micro/Small / Medium Enterprise/ SSI/ Govt. Deptt./ PSU/ Others: Udyam Registration Number (with copy of registration): (Refer Micro, Small and Medium Enterprises Development Act, 2006)
<b>I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.</b>	
<b>Name, Seal &amp; Signature of Authorised Signatory</b>	
Certified that the Particulars as in Sr. No. 2 above are correct as per our records.	
----- <b>Bank Seal &amp; Signature</b>	

**FORM-M**

(On Company Letter Head, to be signed by the duly authorized person)

**UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

I/ We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder

Date:

Name of Signatory

**FORM-N**

&lt;To be submitted in Bidder's letter head&gt;

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT****SELF-CERTIFICATE**

<b>NAME OF WORK</b>	:	<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>
<b>BIDDING DOCUMENT NO.</b>	:	<b>MK/B903-000-CF-T-9501/7</b>

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The gazette of India, extraordinary **part II no. 385 (E) dated 29.05.2019**" and amendment vide Gazette notification no. **S-13026/1/2020-IDD dated 31.12.2020**

**We confirm that duly Notarized Affidavit (on Rs.100 stamp paper) of Self Certification in line with the policy for providing preference to Domestically Manufactured Iron and Steel Products shall be submitted in the name of domestic manufacturer before execution of works related to iron and steel products.**

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**FORM-O**

**PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

**(On Company Letter Head, to be signed by the duly authorized person)**

**Refer Format given in General Conditions of Contract on – Item Rate (Page no. 121 of 141 of GCC)**

**FORM-P**

**INDEMNITY BOND**  
(On Non-Judicial Paper for Rs. 100/- value)

## INTEGRITY PACT

between

Mangalore Refinery and Petrochemicals Ltd (MRPL) hereinafter referred to as "The Principal",

and

M/s..... hereinafter referred to as "The Bidder/Contractor"

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for procurement of products / services vide tender No. .... dtd ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/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:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  2. 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.
  3. 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 the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

For "The Principal"

For "The Bidder/Contractor"

शिवसुब्रमणी, के SIVASUBRAMONI. K  
मुख्य महा प्रबंधक (परियोजना - वाणिज्य)  
CGM (Projects - Commercial)  
मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड  
Mangalore Refinery & Petrochemicals Ltd  
मंगलूर Mangaluru - 575 030

## Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder(s)/Contractor(s) 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.
  2. The Bidder(s)/Contractor(s) 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.
  3. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) 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.
  4. 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.
  5. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  6. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for the decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the "Policy for Holiday Listing". Copy of the "Policy for Holiday Listing" is placed at MRPL Website.

## Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) 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 liquidated damages of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee.

## Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions 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 Action can be taken as per the procedure mentioned in "Policy for Holiday Listing".

For "The Principal"

For "The Bidder/Contractor"

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Mangalore Refinery & Petrochemicals Ltd  
मंगलूर, Mangaluru - 575 030

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

- (1) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors & Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## Section 7 - Criminal charges against violating Bidders / Contractors / Subcontractors

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

## Section 8 - Independent External Monitor

- (1) The Principals appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extend 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/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He / She reports to the Managing Director, MRPL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director , MRPL and rescue himself / herself from that case.
- (5) 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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.
- (7) The Monitor will submit a written report to the Managing Director, MRPL 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.
- (8) If the Monitor has reported to the Managing Director MRPL, a substantiated suspicion of an offence under IPC/PC Act, and the Managing Director MRPL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word "Monitor" would include both singular and plural.

For "The Principal"

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Refinery & Petrochemicals Ltd  
मंगलूर Mangaluru - 575 030

For "The Bidder/Contractor"

### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Managing Director of MRPL.

### 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. Mangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.
- (3) If the Contractor 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.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.



For "The Principal"

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CGM (Projects - Commercial)  
मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड  
Mangalore Refinery & Petrochemicals Ltd  
मंगलूरु Mangaluru - 575 030

Place: Mangalore

Date:.....

For "The Bidder/Contractor"  
(Name & Signature with Seal)

Witness 1:.....

Witness 2:.....



**OFFSITE PIPELINES AND INLET RECEIVING TANK PROJECTS FOR MRPL  
REFINERY COMPLEX  
&  
OFFSITE PIPELINES AND JETTY INFRASTRUCTURE PROJECTS FOR MRPL  
AROMATICS COMPLEX  
  
OF M/s MRPL  
  
SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**1.0 INTRODUCTION**

- 1.1 These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Technical Specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those jobs contained in the standard codes and specifications, these additional requirements shall also be satisfied. In absence of any standards/ specifications/ codes of practice for detailed specifications covering any part of the work covered in this tender, the instructions/ directions of Engineer-in-charge will be binding on the CONTRACTOR.
- 1.4 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.5 Without prejudice to the provisions of the General Conditions of Contract, whenever in the Bidding documents it is mentioned or stated that the CONTRACTOR shall perform certain work or provide certain facilities it is understood that the CONTRACTOR shall do so at his own cost and the Contract price shall be deemed to have included cost of such performance and/or provision, as the case may be.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings and/or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in descending order of precedence:
- i) Formal Contract.
  - ii) Detailed Letter of Acceptance.
  - iii) Fax/ Letter of Acceptance.
  - iv) Schedule of Price / Rates.
  - v) Job/Particular Specification.
  - vi) Drawings.
  - vii) Technical/ Material Specifications.
  - viii) Notice Inviting Tender (NIT)/ Invitation for Bid (IFB)/ Letter Inviting Tender (LIT).
  - ix) Bid Data Sheet (BDS).
  - x) Special Conditions of Contract.
  - xi) Special Instructions to Bidders

- xii) General Conditions of Contract.
- xiii) Standard Specifications.
- xiv) Indian Standards.
- xv) Other applicable Standards.

1.7 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard Engineering Practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the CONTRACTOR.

## **2.0 LOCATION AND ACCESS OF SITE**

2.1 The Project Site is located at:

### **Non-SEZ Project (Job no. B903):**

Mangalore Refinery & Petrochemicals Limited  
(A subsidiary of Oil & Natural Gas Corpn. Ltd – ONGC)  
Kuthethoor P.O., Via: Katipalla,  
Mangaluru – 575 030 (India)

### **SEZ Project (Job no. B904):**

Mangalore Refinery and Petrochemicals Limited (MRPL) - SEZ Unit  
Mangalore SEZ Unit, Permude Village,  
Mangaluru – 574 509 (India)

## **3.0 WATER AND POWER AND OTHER FACILITIES**

### **3.1 WATER**

3.1.1 Clause no. 3.3.0.0 & 3.5.0.0 of G.C.C. shall be modified to the following extent:

Construction Water shall not be provided by OWNER.

CONTRACTOR shall be responsible for making all arrangements for construction water at his cost. Any statutory requirements/documentation etc. to this effect shall also be met by the CONTRACTOR.

Water for Hydro test & Pre-Commissioning/Commissioning shall be provided by Client on free of charge basis.

Non-availability of water due to any reason shall not entitle the CONTRACTOR for any claim against OWNER on account of cost and time implications.

### **3.2 POWER**

3.2.1 Clause no. 3.3.0.0 & 3.4.0.0 of G.C.C. shall be modified to the following extent:

The CONTRACTOR has to make his own arrangement for construction power, If the CONTRACTOR is making his own arrangement of Power through DG sets, then all safety regulations shall be followed as per Electricity Acts till its latest amendments. CONTRACTOR shall obtain statutory approvals for DG Sets. MRPL will give construction power on chargeable basis if nearest power source is available.

Subject to availability, construction power shall be provided by OWNER on chargeable basis (@ Rs. 10.09 per unit plus applicable taxes and duties) at one point from sub-station(s) near the Works site. Further onward power distribution from above location(s) shall be by the CONTRACTOR at their cost. The

construction power shall be made available to the CONTRACTOR subject to grid distribution.

However, in case OWNER is not able to provide construction power, CONTRACTOR shall be responsible for making all arrangements for construction power at his cost. Any statutory requirements/documentation etc. to this effect shall also be met by the CONTRACTOR.

Further, non-availability of construction power or due to any other reasons shall not entitle the CONTRACTOR for any claim against OWNER on account of time and cost implications. Therefore, the CONTRACTOR shall within the contract price make alternative arrangements to cope with such eventuality.

Additional power, if required, to meet the contractual requirements, shall be arranged by the CONTRACTOR at its own cost.

OWNER shall recover the cost of power supply every month at rate mentioned above (without prejudice to any other mode of recovery available to OWNER) by deduction from the CONTRACTOR's bills. The energy meter to be installed by the CONTRACTOR shall be tested and certified by State Electricity Board or any other agency approved by OWNER/ EIL.

### 3.3 **LAND FOR SITE OFFICE AND RESIDENTIAL ACCOMMODATION**

3.3.1 Clause no. 3.3.0.0 & 3.6.0.0 of G.C.C. shall be modified to the following extent:

MRPL shall provide the land for temporary office & storage purpose to contractor within the refinery and SEZ area FREE of cost. However, contractor to arrange its fabrication yard & Batching Plant (If required) outside refinery at its own cost.

### 4.0 **TIME SCHEDULE**

4.1 The work shall be executed strictly as per Time Schedule provided in **ANNEXURE-I** to Special Conditions of Contract (SCC) of Bidding Document.

4.2 Fronts (i.e., Drawing front / Physical front (Corresponding to drawing)) shall be released to the Contractor as per **ANNEXURE – I TO SCC**. Extension in time of completion due to delay in release of work fronts to the Contractor shall be evaluated as per **ANNEXURE – I TO SCC**.

4.3 CONTRACTOR shall furnish a daily report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

### 5.0 **SCOPE OF WORK**

5.1 The scope of work in general includes scope of work specified in various Technical Specifications/ sections provided in Part-II (Technical) and Schedule of Rates (SOR) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

5.2 Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

5.3 Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

**6.0 SCOPE OF SUPPLY**

6.1 The scope of supply is as mentioned in Job Specifications/ Technical Specifications, Schedule of Rates etc. of Bidding Document. All materials, equipments, labour & consumables etc. whatsoever required for successful completion of work as per the description of item in Schedule of Rates shall be supplied by the CONTRACTOR and the cost of such supply shall be deemed to be included in the quoted rates without any additional liability on the part of OWNER except for the material specifically covered under OWNER's Scope of Supply.

6.2 **Owner Scope of supply is NIL.**

**7.0 SITE CLEANING**

7.1 The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

7.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling upto the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the CONTRACTOR's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

7.3 The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

7.4 The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to area within OWNER's Refinery premises / other area as directed by the Engineer-in-Charge.

7.5 The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge.

The rates quoted in SOR are deemed to be inclusive of all the costs required for successful completion of works including costs towards all the above activities. No extra claim, whatsoever, shall be entertained.

**8.0 MEASUREMENT OF WORKS**

8.1 For all payment purposes, measurement shall be as set out in **ANNEXURE- II to SCC**.

**9.0 TERMS OF PAYMENTS**

9.1 The basis and terms of payments for various items of Schedule of Rates, for making "On Account Payments" shall be as set out in **ANNEXURE- III to SCC**.

**9.2 MOBILIZATION ADVANCE [Refer BDS for applicability]**

The CONTRACTOR shall be paid an interest-bearing recoverable Mobilization Advance equivalent to 10% of the Contract Price as per provisions given in **Annexure – III to SCC**.

**10.0 ROUNDING OFF**

10.1 All payments to and recoveries from the CONTRACTOR's bills shall be rounded off to the nearest Rupee. Wherever the amount to be paid/recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

**11.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT**

- 11.1 In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. The CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.
- a. The CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
  - b. BOCW Cess at the prevailing rate, if applicable, shall be remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State by the Contractor.
- 11.2 The quoted price of bidder shall not include the BOCW Cess, as the same shall be reimbursed to the Contractor by OWNER at actuals, based on the submission of the proof of payment.

**12.0 UNDERGROUND AND OVERHEAD STRUCTURES**

- 12.1 OWNER/ Engineer-in- Charge shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the CONTRACTOR. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified OWNER/ Engineer- in-Charge from and against any destruction thereof or damages thereto. Moreover, CONTRACTOR shall prepare drawing showing all the above stated details accurately and submit to Engineer-in-Charge. No extra payment shall be made on this account. The prices quoted in SOP/ SOR are deemed to be inclusive of the costs towards this activity as well.

**13.0 LABOUR LICENSE/ LABOUR LAWS AND REGULATIONS**

- 13.1 Before starting of work, the CONTRACTOR shall obtain a license from the concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970 and shall furnish copy of the same to OWNER/ EIL. The labour license for the appropriate labour shall be valid for the total contractual period including extended period, if any.
- 13.2 **LABOUR LAWS AND REGULATIONS:** Labour laws and regulations as mentioned in GCC Clause No. 8.3.0.0 are applicable.

However, the following are added to the mentioned clause:

- i. Contractors and their Sub-Contractors shall carry out all payments to their workforce through their individual bank accounts only. The records of such bank transfer shall be submitted as proof of compliance along with the wage registers. Wage registers without these statements will not be accepted.
- ii. Details of bank accounts of the individual workmen shall be submitted for issuance of gate pass. Contractors and their sub-contractors shall ensure that minimum wages as notified from time to time are paid and the wage register and transfers shall be verified on the basis of such minimum wages.

- iii. Group term Life insurance cover to be taken having a risk coverage 24X7 death coverage (Natural / Accidental death) with a sum assured of say Rs. 10,00,000/- (Rs. Ten Lakh) by the contractor.
- iv. The details of documents to be submitted to HR Department by the Contractor duly signed by Engineer-In-charge as per **Clause No. 74.0** of this SCC.
- v. The Contractor shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to the Engineer-in-charge before start of work.
- vi. The Contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the contractor's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract labour (Regulation & Abolition) Act-1970 or their applicable law rule or regulation if applicable.
- vii. The provision of EPF & MP Act. 1952 and the Rules/Scheme thereunder shall be applicable to the Contractor and the employees engaged by him for the work. The Contractor shall furnish the code number allotted by the RPFC Authority, to the Engineer-in-Charge before commencing the work.
- viii. The Contractor shall be exclusively responsible for any delay in commencing the work on account of delay in obtaining a license under Clause vi above or in obtaining the code number under Clause viii above and the same shall not constitute a ground for extension of time for any purpose.
- ix. The Contractor shall enforce the provisions of ESI Act and Scheme framed thereunder with regard to all his employees involved in the performance of the Contract and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.

### 13.3 **MANPOWER EMPLOYED BY CONTRACTOR:**

- i. The successful contractor shall deploy adequate staff of the requisite competence that may be required for meeting the scope of services/work called for. It is hereby specifically agreed that the responsibility for the employment of staff and their salary, wages remuneration, etc, shall be the sole responsibility of the successful contractor and that MRPL shall not be responsible in any manner directly or indirectly for such employment or expenses so incurred by successful contractor thereof. Successful contractor shall give a declaration to this effect. The Contractor has to comply with all Labour related laws/rules in force w.r.t Minimum wages Act, Factories Act, Labour ACT and all other such regulations/amendments made from time to time and in force and maintain all documents as required by Law enforcing Authorities and produce the same as and when called for.
- ii. It is understood and agreed that there is no Employer- Employee relationship between MRPL and the Contractor AND /or Contractor's employees in any way whatsoever and the contractor shall be the 'Employer' within the meaning of

different Labour legislations in respect of workmen employed by the Contractor. The Contractor has to carry on their business or occupation as Independent Contractors and this point shall be made clear in writing to all persons engaged by the Contractor before engagement of the person(s). The Contractor shall issue an Employment card in Form XIV as per Contract Labour Regulation and Abolition Act 1970 OR Photo Identity card to each Worker.

- iii. **Sexual Harassment:** The work place falls in the purview of the Sexual Harassment of women at workplace (prevention, Prohibition and Redressal) act 2013, The Repealing and Amending Act 2016.

#### 13.4 **PAYMENT TO CONTRACT WORKMEN:**

In case of manpower based Contracts, Contractor shall be responsible to make payment to his workers/ employees in respect of their salaries/ wages through bank cheques/ crediting to bank A/c; the consent of the labour should be obtained before crediting wages to the bank account, the contractor shall pay wages to all his employees on or before 7<sup>th</sup> of the following month under the supervision of authorised MRPL personnel and a copy of proof of payments to be submitted to MRPL; MRPL may demand such payment of wages under supervision of MRPL, if found necessary. The rates of wages shall be in conformity to the minimum wages act.

#### 14.0 **LABOUR RELATIONS**

- 14.1 In case of labour unrest/ labour dispute arising out of non-implementations of any law the responsibility shall solely lie with the CONTRACTOR and he shall remove/ resolve the same satisfactorily at his cost and risk.
- 14.2 The CONTRACTOR shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployment by the CONTRACTOR should possess the necessary licence etc., if required under any law, rules and regulations.

#### 15.0 **EMPLOYMENT OF LOCAL LABOUR**

- 15.1 The Contractor shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. Special preference shall be given to persons and/or dependents of persons whose land has been acquired for the project work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.
- 15.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

#### 16.0 **CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK**

- 16.1 The labourers of CONTRACTOR must leave the location of the refinery/township/project site after the work is tapered off/ completed.

#### 17.0 **FUEL REQUIREMENT OF WORKERS**

- 17.1 The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees, shrubs etc. Cutting of trees, shrubs etc is strictly prohibited for this purpose.

**18.0 PROVIDENT FUND**

- 18.1 The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and register the establishment with the concerned Regional Provident Fund Commissioner before commencing the work. The CONTRACTOR shall deposit "Employees" and "Employers" contributions in the designated account with the designated Authority every month and must submit a certificate in this regard along with their Bill. The CONTRACTOR shall furnish along with each running bill, the challan/ receipt for the payment of provident fund made to the RPFC for the preceding month(s).
- 18.2 In case the Provident Fund Authority's receipted challan referred to above is not furnished, OWNER/ EIL shall deduct 5% (five percent) of the payable amount from the CONTRACTOR'S running bill and retain the same as a security for the payment of the Provident Fund. Such retained amounts shall be refunded to the CONTRACTOR only on production of challan/ receipt of the Provident Fund Authority for the period covered by the related deduction.

**19.0 PRICE, TAXES AND DUTIES**

- 19.1 The quoted price shall be deemed to be inclusive of all taxes / duties / cess (except BOCW Cess) / levies / fees etc **except "Goods and Services Tax" (hereinafter called GST)** (i.e., IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable), except as specifically provided to the contrary in the Special Conditions of Contract.
- 19.2 The CONTRACTOR shall be liable for and shall pay any and all fees, cesses, taxes, duties, levies etc. assessable against CONTRACTOR in respect of or pursuant to the Contract.
- 19.3 In addition, the CONTRACTOR shall be responsible for payment of all duties, levies, and taxes assessable against the CONTRACTOR or CONTRACTOR's employees or their Sub Contractors whether corporate or personal or applicable in respect of property.
- 19.4 Any errors of interpretation of applicability of all taxes / duties / cess / levies / fees etc by the CONTRACTOR shall be to CONTRACTOR's account.
- 19.5 **MRPL is having Refinery located in Domestic Tariff Area (DTA) - non-SEZ unit and Aromatic Complex located in Mangalore Special Economic Zone (MSEZ) and accordingly different taxes and duties will be applicable as per GST Act for respective area of operation. The provisions towards Taxes and duties alongwith statutory variation wherever appearing in GCC stands modified to the extent as stipulated in enclosed Appendix-A to SCC.**
- 19.6 MRPL reserves the right to suspend / cancel / terminate the Contract/Purchase order in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST.

**20.0 FIRM PRICES**

The quoted price shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason what so ever.

**21.0 RENTS & ROYALTIES**

- 21.1 Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks or other materials required for the works or any

temporary works.

## **22.0 RESPONSIBILITY OF CONTRACTOR**

- 22.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from OWNER/ Engineer-in-Charge before implementation. Also, such revisions and/or modifications if accepted/ approved by OWNER/ Engineer-in-Charge shall be carried out at no extra cost to OWNER. Any change required during functional requirements or for efficient running of system, keeping the basic parameters unchanged and which has not been indicated by the CONTRACTOR in the data/drawings furnished along with the offer will be carried out by the CONTRACTOR at no extra cost to OWNER.
- 22.2 All expenses towards mobilisation at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 22.3 It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 22.4 Preparing approaches and working area for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.
- 22.5 The procurement and supply in sequence and at the appropriate time of all equipments/materials and consumables shall be entirely the CONTRACTOR's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 22.6 CONTRACTOR shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of EIL/ OWNER. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to EIL/OWNER in this respect and Contractor shall suitably consider the same in their bid.

Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years.

## **23.0 SITE ORGANISATION**

- 23.1 The CONTRACTOR shall without prejudice to his overall responsibilities and liabilities to provide adequate qualified and skilled personnel on the work, in line with details indicated as **per Annexure-XI of SCC** shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work.
- 23.2 Qualification and Experience of key construction personnel shall be as per enclosed **Annexure-IV to SCC**.

23.3 In addition to this CONTRACTOR shall deploy Safety Supervisors to ensure safer working conditions at site. In case where the works are Sub-Contracted by the main CONTRACTORS, Safety Supervisors are to be provided by the main CONTRACTOR.

#### **24.0 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS**

24.1 Conditions for issue and reconciliation of free issue materials by OWNER/ EIL shall be as per enclosed **ANNEXURE-V** to this SCC, as applicable.

24.2 Modifications to “Conditions for Issue and Reconciliation of Materials”

24.2.1 Following are the modifications to “Condition for Issue and Reconciliation of Materials”:

- i) “Contractor” appearing in the conditions for issue and reconciliation of material shall be read as “CONTRACTOR”.
- ii) The existing para of clause no.4.1 stands replaced by the following:  
“The scrap allowance for the reinforcement bars / structural steel including steel plate issued by the Owner shall be total 2% (1.5% accountable + 0.5% non-accountable) of the actual consumption as incorporated in the works”.

#### **25.0 SURPLUS MATERIALS**

25.1 Surplus Civil Construction materials comprising sand, bricks, stones, reinforcement steel and aggregate and the products of dismantling temporary works erected by the CONTRACTOR shall vest in and belong to the CONTRACTOR upon completion of the works and/ or earlier termination of the contract for any cause, with right in the CONTRACTOR, subject to the other terms & conditions of the contract, to remove the same from the job site subject to satisfactory proof of supply. No other surplus material will be allowed to be taken out and deemed to be the property of OWNER/ EIL and the same shall be transported properly to OWNER/ EIL’s store or as directed by OWNER/ EIL. Accordingly quoted prices shall be deemed to be inclusive of the same.

#### **26.0 QUALITY MANAGEMENT SYSTEM**

26.1 The CONTRACTOR shall adhere to the quality assurance system as per OWNER/ EIL Specification enclosed as per **ANNEXURE-VI to SCC**. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.

26.2 The CONTRACTOR shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

26.3 Quality Assurance Management plans/procedures of the CONTRACTOR shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer’s works and despatch of materials.

26.4 The OWNER/ EIL or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

26.5 The CONTRACTOR has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC

group shall be fully responsible to carry out the work as per standards and all code requirements. In case OWNER/Engineer-in-charge feels that CONTRACTOR's QA/QC Engineer(s) are incompetent or insufficient, CONTRACTOR has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of OWNER/ Engineer-in-charge.

- 26.6 In case CONTRACTOR fails to follow the instructions of OWNER/ EIL with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of OWNER/ EIL.

### **27.0 SETTING OUT OF WORK**

- 27.1 OWNER/ EIL shall furnish the relevant existing grid point with Bench Mark, on the land. It shall be CONTRACTOR'S responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall employ an efficient survey team for this purpose and the accuracy of such setting out works shall be the CONTRACTOR'S responsibility.
- 27.2 The CONTRACTOR shall give the Engineer-in-Charge not less than 24 (Twenty-four) hours notice in writing of his intention to set out or give levels for any part of the work so that arrangements may be made for checking the same.
- 27.3 Work shall be scheduled so as to enable checking lines and levels on any part of the work.
- 27.4 The CONTRACTOR shall within the scope of work provide all assistance, tools, gauges and instruments required to enable the Engineer-in-Charge to check the setting out of works.

### **28.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE**

- 28.1 To distinguish between work in substructure and superstructures, the following criteria shall apply:
- 28.2 For all equipments pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above Highest Pavement Point/Finished Floor Level will be taken work in sub-structure and work above this level will be treated as work in superstructures.
- 28.3 For Buildings only, all works upto level corresponding to finished floor level (Ground Floor) shall be treated as work in "Substructure" and all works above the finished floor level shall be treated as "Work in Superstructure".
- 28.4 Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations nomenclature, and levels given anywhere. Where not specifically pointed out all works in sumps, drains manholes, tank pads, cable trenches or such similar items would be taken as work in substructure.

### **29.0 COORDINATION WITH OTHER AGENCIES**

- 29.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. The Engineer-in-Charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.
- 29.2 If and when required for the coordination of the works with other agencies involved at site, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

**30.0 CONSTRUCTION**

- 30.1 The CONTRACTOR shall within the scope of work observe in addition to specifications, all national and local laws, ordinances, rules and regulation and requirements pertaining to the work.
- 30.2 Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER/ EIL in due time and well in advance of the specific work for approval.
- 30.3 The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by OWNER/ EIL in carrying out inspection work. OWNER/ EIL will have authorized representatives present who shall have free access to the work at all times. If an OWNER/ EIL representative notifies the CONTRACTOR'S representative of any deficiency in any work or in the supervision thereof, the CONTRACTOR shall make every effort to carry out such instructions consistent with best industry practice.

**31.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION**

- 31.1 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in the proper sequence for orderly progress of the work and to ensure that access routes for erecting the other equipments are kept open.
- 31.2 Orientation of all foundations, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports and saddles shall be checked by the CONTRACTOR well in advance of the installation. Rectifications, including chipping of foundations, shall be carried out where necessary in consultation with the Engineer-in-Charge. If a structural member needs to be dismantled to facilitate the equipment erection, this shall be done by the CONTRACTOR after ensuring proper stability of the main structure in consultation with the Engineer-in-Charge. All such dismantled members shall be put back in position to the satisfaction of Engineer-in-Charge after the completion of the equipment erection.
- 31.3 During the performance of the work the CONTRACTOR shall at his own cost keep structures, materials and equipment adequately braced by guys, struts or other approved means which shall be supplied and installed by the CONTRACTOR as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by the CONTRACTOR or other agencies.
- 31.4 The CONTRACTOR shall duly comply with manufacturer(s) recommendations and detailed specifications for the installation of the various equipment and machines.
- 31.5 Various tolerances required as marked on the drawings and/or in accordance with the specifications and/or instructions of the Engineer-in-charge shall be maintained. Verticality shall be verified with the Theodolite and shall be maintained.

**32.0 MECHANISATION OF CONSTRUCTION ACTIVITIES AND MOBILISATION OF CONSTRUCTION EQUIPMENT****32.1 MECHANISATION OF CONSTRUCTION ACTIVITIES**

- 32.1.1 The CONTRACTOR shall mechanise the construction activities to the maximum extent by deploying all necessary construction equipment/machinery in adequate numbers and capacities. However, in operational area of OWNER'S Plant, based on the instruction of Engineer-in-charge / OWNER, manual excavation may be needed to be carried out.

32.1.2 Wherever Structural/ Piping works are included in the scope, the responsibilities of CONTRACTOR shall include establishing and maintaining of a proper fabrication workshop with transportation facilities to site to carryout fabrication of steel structures, piping specials etc., preparing approaches working areas for the movement/operation of cranes and levelling the areas for assembly/erection to ensure effective mechanisation on the works. The CONTRACTOR shall acquaint himself with availability of access, facilities such as railway siding, local labour etc. and the CONTRACTOR may have to build temporary access roads to aid his work and the quoted and agreed rates shall be deemed to include the same.

32.1.3 For speedy execution of work, CONTRACTOR shall also ensure use of computer software for at least the following:

- i) Billing
- ii) Planning & Scheduling
- iii) Progress Reporting
- iv) Material Control & Warehousing
- v) Safety Records
- vi) Resource Deployment
- vii) Communication

CONTRACTOR further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that OWNER/ EIL in this regard shall entertain no claim whatsoever. However, CONTRACTOR shall mobilise minimum construction equipment, tools & tackles as per **Annexure-X to SCC**.

### 32.2 MOBILISATION OF CONSTRUCTION EQUIPMENTS

32.2.1 The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy minimum construction equipment, tools and tackles as indicated in **Annexure-X to SCC** and further augment the same depending on the exigencies of work and as decided by the Engineer-in-Charge so as to suit the construction schedule within scheduled completion date without any additional cost to OWNER.

### 33.0 SINGLE POINT RESPONSIBILITY

33.1 The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

### 34.0 LEADS

34.1 For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the technical specifications.

### 35.0 ERECTION OF EQUIPMENT

35.1 All erection shall be carried out by deploying a crane(s) of suitable capacity. Erection by derrick shall not be permissible. The CONTRACTOR shall submit erection schemes for erection of critical equipments to Engineer-in-Charge for his approval. No equipment shall be erected in the absence of an approved erection scheme for such equipment.

35.2 The quoted rates of the CONTRACTOR shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane.

**36.0 TESTS AND INSPECTION OF WORKS**

- 36.1 The CONTRACTOR shall carry out the various tests as enumerated in the bidding document and as per direction of Engineer-in-charge either on field or outside/ laboratories concerning the execution of work and supply of the material by CONTRACTOR. All the expenses shall be borne by the CONTRACTOR and shall be considered as included in the quoted price. The inspection shall be done by followings:
- i) Representative deputed by Engineer-in-charge.
  - ii) Representative deputed by Statutory Authority.
- 36.2 CONTRACTOR shall give prior notice sufficiently ahead of time to the Engineer-in-charge and also to the authorities to conduct inspection/ to witness such tests.
- 36.3 All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by the CONTRACTOR at his own cost.
- 36.4 The work is subject to inspection at all times by the Engineer-in-charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice furnished to him during the performance of the work.
- 36.5 The CONTRACTOR shall provide for purposes of inspection, access ladders, lighting and necessary instruments at his own cost including Low Voltage (24V) lighting equipment for inspection of work. Compressed air for carrying out works shall be arranged by the CONTRACTOR at his own cost.
- 36.6 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carry out the rectifications at his own cost.
- 36.7 All results of inspection and test will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-charge. These reports shall form part of the Completion Documents.
- 36.8 For materials supplied by OWNER/ EIL, CONTRACTOR shall carryout the tests, if required by the Engineer-in-charge, and the cost of such tests shall be reimbursed by OWNER/ EIL at actuals to the CONTRACTOR on production of documentary evidence.
- 36.9 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.
- 36.10 Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the CONTRACTOR shall be borne by the CONTRACTOR.
- 36.11 CONTRACTOR shall arrange for third party inspection by any of the agencies specified in the Bidding Document. The prices shall be inclusive of charges towards third party inspection. Coordination and liaisoning etc. with third party inspection agency shall also be the responsibility of the CONTRACTOR.

**37.0 FINAL INSPECTION**

- 37.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to CONTRACTOR these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to

his notice by OWNER/ EIL. OWNER/ EIL shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR if he fails to attend to these defects immediately.

### **38.0 TEMPORARY WORKS**

38.1 All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the CONTRACTOR and the price quoted by them for erection shall be deemed to have included the cost of such works, which shall be removed by the CONTRACTOR at his cost, immediately after completion of his work.

### **39.0 COMPLETION DOCUMENTS**

39.1 The following documents shall be submitted in hard binder by the CONTRACTOR in addition to the documents specified in MRPL final documentation procedure, in 3 (Three) sets, as a part of completion documents. These will be in addition to those mentioned in General Conditions of Contract.

- i) Material Inspection/Test report for supply of all material.
- ii) Any other drawing/document/report specified elsewhere in the bidding document.
- iii) No Demand Certificate from the Administration & Personnel Department regarding vacation of land, housing accommodation if any, recovery of rents, hire charges, return of surplus material, reconciliation statement for all the material issued etc.
- iv) No Demand Certificate regarding surrendering of Gate Passes etc.

### **40.0 ADDITIONAL WORKS/ EXTRA WORKS**

40.1 OWNER reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the CONTRACTOR. In the event of such decisions taken by OWNER/ EIL, CONTRACTOR is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge. This is without prejudice to the rights of OWNER/ EIL to get the additional works/ extra works executed by the CONTRACTOR.

### **41.0 STATUTORY APPROVALS**

41.1 The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the CONTRACTOR's responsibility unless otherwise specified in the Bidding document. The application on behalf of OWNER/ EIL for submission to relevant authorities along with copies of required certificate complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the CONTRACTOR and necessary coordination and liaison work in this respect shall be the responsibility of the CONTRACTOR. Reimbursement of Statutory fees paid by CONTRACTOR (as per advance approval of OWNER/ EIL) may be provided for, subject to submission of receipt.

41.2 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the CONTRACTOR within the quoted price. The inspection and acceptance of the work by statutory authorities shall however, not absolve the CONTRACTOR from any of his responsibilities under

- this contract.
- 41.3 Subject to provisions of the General Conditions of Contract, the inspection and tests as required under Indian Electricity Rules-1956 and prescribed in I.S.732 (Part-III) - 1982 shall be conducted.
- 41.4 All tests clearances and certificates required by the State Government authorities for energising/ commissioning the electrical system laid by the Contractor shall be obtained by the Contractor at his costs and initiative, for which the Contractor shall perform such tests and undertake such rectification and/ or changes as may be required.
- 41.5 The CONTRACTOR shall have a valid electrical contractor's license for working in the State where the site is located. The Contractor shall furnish a copy of the same to Engineer-in- Charge before commencement of any electrical work or work pertaining to Electrical System. No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR.
- 42.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS**
- 42.1 The works under this contract are to be carried out in areas within the near vicinity of operating plant & pipeline. As such, CONTRACTOR is required to abide by safety and security regulations of OWNER/EIL enforced from time to time.
- 42.2 ENTRY PASSES**
- 42.2.1 The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER/ EIL. The photo entry passes shall be issued by OWNER for a maximum period of 4 months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case temporary passes for a maximum period of 7 days may be issued.
- 42.2.2 Unutilised/ Expired entry passes shall have to be submitted immediately to OWNER.
- 42.2.3 In case of loss of any entry pass, the CONTRACTOR has to lodge FIR with local police station and inform the Engineer-in-charge and shall have to pay Rs. 150/- against each entry pass. The CONTRACTOR is required to keep track of all entry passes issued and returned.
- 42.2.4 Identity card issued by the Security Section should always be carried/ displayed by the CONTRACTOR's employee or person while working inside the Plant.
- 42.3 GATE PASSES**
- 42.3.1 To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the CONTRACTOR has to produce challans/ proper documents to OWNER/ EIL's personnel at gate. The materials shall be checked thoroughly by OWNER's/ EIL's personnel at Gate and recorded in their register before allowing any material to bring inside the plant by CONTRACTOR. It is CONTRACTOR's responsibility to see that the recorded entry no., date, signature of OWNER/ EIL's authorised representative with stamp challans/ supporting documents signed by company's personnel at gate during entry.
- 42.4 WORK PERMIT**
- 42.4.1 When the work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine/ tools/ equipment/

generator sets/ mixer machine/ drilling machine/ pumps/crane, fork lifter/ hand truck/ traylor, chipping/ breaking of rocks/concrete, hacksaw cutting and drilling, etc.

42.4.2 Cold work permits are to be obtained for the jobs which are not coming under the category of hot work and where there is no risk of fire, viz, transportation/ backfilling of ordinary soil in manual process, piling testing, hydro testing, shuttering, fixing of reinforcement, hand mix concreting, plastering, brick work etc.

42.4.3 According to nature of work and use of various types of equipments & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least 2 days before the work is planned to start. No work permit shall be issued by OWNER/ EIL unless proper arrangement is made by the CONTRACTOR to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to the CONTRACTOR and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. These safety permit shall be issued at one point contact by OWNER/ EIL.

42.4.4 Whenever excavation has to be carried out within Refinery Premises, applicable Permit as per MRPL procedure shall be obtained from OWNER before start of job.

42.4.5 CONTRACTOR shall arrange for Cable tracker and Pipe Tracker for locating UG facilities, wherever required.

#### 42.5 **VEHICLE PERMIT**

42.5.1 Permits are to be obtained separately for entry/use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:

- i) Vehicle/Equipment etc. should be brought to site in good conditions.
- ii) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
- iii) Valid operating/ driving licence of driver/operator.

#### 42.5.2 **VALIDITY OF THE WORK PERMIT**

- i) Permit is valid for 24 hours.
- ii) No permit is valid if it is not renewed by the shift in-charge/ shift representative in shifts (Morning & Evening)
- iii) The permit shall be issued for a maximum period of one month and if extension is required, the CONTRACTOR has to apply for fresh permit.
- iv) No permit is valid on holidays unless special permission is obtained from the competent authority.
- v) For works in the operational areas, Contractor shall follow MRPL work permit system.

#### 42.6 **SAFETY REGULATIONS**

##### 42.6.1 **Regarding work Permit**

- i) The work shall be carried out inside the plant as per safety practices enforced by OWNER/ EIL's safety section and instructions of Engineer-in-charge issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery,

plant, manpower etc. for safety reasons or non-issuance of work permit by In-charge, Safety Section shall be considered.

- ii) The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/ safety handbook is issued to the employee during the execution of work, failing which all the works at site shall be suspended.

Owner/ EIL shall permit consultant and his authorised construction personnel to freely move, in and out of the site, subject to the observance of security and safety regulations of OWNER/ EIL. In view of specific security requirement for the refinery installation and its Strictest observance, all personal of consultant or his authorised construction personnel (skilled/ unskilled) are required to have detail police verification for the purpose of issue of photo pass required for entry and free movement at work site.

They will also have to bear with the restriction and limitation of entry/exit to work site as per the security requirement.

#### 42.6.2 Regarding Hot work

- i) When doing hot work inside the plant the CONTRACTOR must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/hot metals from the booth made of asbestos cloth/sheet and wetting them with water. The CONTRACTOR must arrange sufficient number of fire hoses and fire fighting equipment of approved quality at his own cost to carry out hot job inside the plant.
- ii) Welding & electrical cables should be of approved quality, and no jointing and loose connection shall be permitted.
- iii) At the end of the working day the CONTRACTOR must inform electrical section to switch off power at sub-station end.
- iv) The CONTRACTOR must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the plant.

#### 42.6.3 Regarding use of Vehicle

- i) Vehicle must not ply on any road within the plant at speed exceeding 20KM/hr.
- ii) Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15 KM/hr inside the plant.
- iii) No crane is allowed to move inside the plant with load.
- iv) No vehicle is allowed to park inside the plant.

### 43.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM

43.1 Without prejudice to stipulation in General Conditions of Contract, CONTRACTOR should follow following billing system:

43.1.1 The bills will be prepared by the CONTRACTOR on their PCs as per the standard formats and codification scheme proposed by OWNER/ EIL. The CONTRACTOR will be provided with data entry software to capture the relevant billing data for subsequent processing. The CONTRACTOR will submit these data to OWNER/EIL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The CONTRACTOR will also ensure the

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

43.1.2 OWNER/EIL will utilise these data for processing and verification of bill of the CONTRACTOR.

#### **44.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

44.1 Safety is to be given prime importance. During construction CONTRACTOR shall strictly follow the safety procedures, precautions, norms laid down by OWNER. In case of non-compliance, Engineer-in-Charge shall give notice to the Contractor. In case of repeated failure of the Contractor, Engineer-in-Charge is free to take actions such as withholding of bills, heavy penalty etc. The quantum of such actions will be decided by the Engineer-in-Charge.

44.2 Bidder shall include in his offer the Health, Safety and Environment (HSE) Management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed Health, Safety and Environment (HSE) programme to be followed for execution of contract under various divisions of works will be mutually discussed and agreed to.

44.3 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

44.4 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

44.5 The Contractor shall also adhere to the requirements of OWNER/EIL specifications on Safety and requirement of OISD-192, OISD-207, OISD-206 enclosed as **ANNEXURE-VII** and **ANNEXURE-VIII** to this SCC.

#### **45.0 SAFETY NORMS**

45.1 In addition to price reduction and deductions as provided for in the Contract, the OWNER shall be entitled to deduct from any payment due to the CONTRACTOR, for violations of safety provisions, as per details given below:

45.2 Violation of applicable safety, health and environment related norm, a price reduction of Rs.5000/- per occasion.

45.3 Violation as above resulting in:

a) Any physical injury – a price reduction of 0.5% of the lump sum Price (maximum of Rs.2,00,000) per injury in addition to Rs.5,000/-.

b) Fatal accident – a price reduction of 1% of the Lump sum Price (maximum of Rs.10,00,000) per fatality in addition to Rs.5,000/-.

45.4 The CONTRACTOR shall be required to take a suitable Insurance Policy with a view to cover themselves against the above penalties and submit a copy of the said policy to the Engineer-in-Charge before possession of site is given to them.

#### **46.0 ADDITIONAL CLAUSES FOR CONTRACTOR:**

46.1 Prohibition of usage of hydra at construction site for lifting and shifting of materials. Contractor shall only use crane with outriggers and trailers for shifting materials at site.

46.2 As per the Security Guidelines issued by Ministry of Home Affairs (MHA), Government of India, verification of Character & Antecedents (Police Verification) in respect of all personnel working in Refineries is mandatory. The Contractor shall submit police Verification Report of the workmen employed under them. Submission of Police verification Report to MRPL is compulsory for issue of fresh

passes to work in Plant Process Areas and other sensitive jobs in Non-Plant areas of MRPL.

- 46.3 Contractors and their Sub-Contractors shall carry out all payments to their workforce through their individual bank accounts only. The records of such bank transfer shall be submitted as proof of compliance along with the wage registers. Wage registers without these statements will not be accepted. Details of bank accounts of the individual workmen shall be submitted for issuance of gate pass. Contractors and their sub-contractors shall ensure that minimum wages as notified from time to time are paid and the wage register and transfers shall be verified on the basis of such minimum wages.

#### **47.0 CHANGE OF QUANTITIES**

##### **47.1 New Clause:**

- A. The WORK covered under this CONTRACT having to be executed by the Contractor on a item rate quoted by him, Owner will not accept any proposals for changes in CONTRACT VALUE or extension in time on account of any such changes which may arise to the Contractor's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where Owner requests in writing to the Contractor to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the Contractor at the appropriate time for Owner's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

- B. The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the Contractor shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the WORK shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN-CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-
- i. If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the Contractor is bound to carry on the additional, altered or substituted WORK at the same rates as specified in the CONTRACT.
  - ii. 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. The opinion of the ENGINEER-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.

- iii. If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the Contractor shall, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- 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.
- iv. Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15% (Fifteen percent) to cover all contingencies, overhead, profits to arrive at the rates.
- v. Provisions contained in the Sub-clause (i) & (iv) above shall, however, not apply for the following:-
  - a. Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed plus (+) 50% or is not less than minus (-) 25% of the CONTRACT VALUE, the item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/ decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the contractor shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the Contract Value
a)	Between (-) 25% up to & inclusive of (+) 50%	No increase/decrease applicable for the Schedule of Rates (The rates of the Schedule of Rates shall be valid for this increase/decrease).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond -25%, Contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

**48.0 SUSPENSION**

48.1.1 Clause No. 2.8.0.0 of GCC stands modified to the extent as follows:

If the suspension is ordered for reasons not attributable to the Contractor, then:

- a. Beyond 5 days of continuous suspension, Contractor shall be entitled for an extension of the time equal to the period of suspension plus 25%.

**49.0 INTEGRITY PACT [Refer BDS for applicability]**

Refer IFB and ITB.

**50.0 SETTLEMENT OF DISPUTE BETWEEN GOVERNMENT DEPARTMENT/  
PUBLIC SECTOR UNDERTAKINGS**

If the CONTRACTOR is a PSU or Enterprise or is a Govt. Department, any disputes or differences between the Contractor and OWNER hereto arising out of any notified claim of the Contractor in terms hereof and/or arising out of any amount claimed by OWNER (whether or not the amount claimed by OWNER or any part thereof shall have made to the CONTRACTOR in respect of the work), then in suppression of the provisions of Section 9 of the General Conditions of Contract, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No. DPE/4(10)/2001-PMA-GL-I dated 22nd January, 2004 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time.

The Arbitration Act shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

**51.0 COMBINED REGISTER UNDER VARIOUS LABOUR LAWS RULES, 2017:**

As per the Notification issued by Ministry of Labour and Employment vide their gazette notification no. G.S.R.154(E) dated 21/02/2017, for ease and for expedient compliance of the requirement of the various labour related laws, a combined registers has to be maintained under certain labour related laws. If the combined register is required for inspection by the concerned inspector appointed under any of the enactments referred in the rules, the concerned persons shall make available the combined registers or provide necessary particulars for the purpose of accessing the information as the case may be.

**52.0 COORDINATION WITH CONSULTANT**

52.1 CONTRACTOR shall coordinate with Consultant for EPCM services for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by consultant. CONTRACTOR shall comply to the requirements of Consultant and obtain all the clearances from Consultant for his work.

**53.0 PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION**

53.1 The Clause No. 4.4.0.0. of GCC stand partially modified to the following extent:

In case of any delay completion of work beyond the Time schedule as defined in LOA, the Owner shall be entitled to a discount in the total Lump sum price. The discount shall be applicable at the rate of 0.5% (half percent) of the total Contract Value for every week of the delay or part thereof subject to a maximum of 5% of the total Contract Value. The above discount 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 with Owner.

The above clause shall not be applicable for the orders having value INR 5.00 lakh and below.

Total Contract Value as mentioned in clause no. 53.1 above is excl. GST.

#### **54.0 ABNORMALLY HIGH RATES ITEMS (AHR ITEMS)**

Being pre-priced/ pre-filled tender, this clause is not applicable.

#### **55.0 STORAGE FACILITIES**

55.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost, if required as per the technical part of the Bidding Document. The Contractor shall provide these facilities within the quoted price

#### **56.0 ERRANT BIDDER**

56.1 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, OWNER shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

#### **57.0 CORRUPT AND FRAUDULENT PRACTICES**

57.1 Refer ITB

#### **58.0 VENDOR LIST FOR CEMENT & STEEL**

58.1 The contractor shall purchase Steel and Cement from the approved manufacturer or their stockiest as mentioned in **Annexure-IX to SCC**.

#### **59.0 LIABILITY OF GOVERNMENT OF INDIA**

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

59.2 The Contractor expressly agrees and acknowledges and understands that MRPL is not an agent, representative or delegate of Government of India.

#### **60.0 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT**

60.1 CONTRACTOR shall appoint radiography/ NDT agency (ies) only after acceptance of such agency (ies) by OWNER/EIL. However, acceptance of radiography/ NDT agency by OWNER/EIL shall not absolve the CONTRACTOR of his responsibility to execute radiography work as per requirements of the

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**Contract.**

- 60.2 CONTRACTOR shall mobilize Radiography/ NDT agency at site along with adequate number of radiography resources/ NDT equipments & appliances, commensurate with the welding activity and quantum of Radiography/ NDT work load to avoid delays in Radiography/ NDT and consequent generation of back log. In the event of generation of back log leading to Delay/ Holdup of subsequent, activities OWNER/EIL has right to engage additional agency for carrying out the radiography at the risk and cost of CONTRACTOR including 100% overhead charge.
- 60.3 Date and extent of mobilization of radiography/ NDT agency/resources shall be agreed by the CONTRACTOR and the Engineer-in-Charge at the start of work. Radiography Check Shots
- a) To verify that radiographs are being taken on the prescribed / selected welds / spots only, 5% of already radiographed spots shall be selected by the Engineer-in-Charge or his designated person for check shots. The check shots shall be taken up before any further radiography work.
  - b) The CONTRACTOR will be paid for the check shots at the quoted rates if no variation is found. If mismatch / variation is found in any of the check shot as per para 60.3 a), CONTRACTOR shall have to take re-radiography of the entire lot represented by mismatched check shot (a days production or more as decided by Engineer In-Charge). In such cases, no payment will be made for the check shots as well as the re-radiography of the entire lot represented by the check shot.
- 60.4 In the event of any non-matching / variation is observed in re-radiography of the entire lot as per para 60.3 b) above with reference to the earlier radiographs taken, the radiography agency shall be forthright debarred from site. CONTRACTOR shall then carryout re-radiography up to maximum of 100% of all the prescribed / selected welds/ spots radiographed by the debarred radiography agency (as per direction of the Engineer In-Charge) at his own cost by engaging a separate Radiography agency acceptable to OWNER/EIL. The process for verification of radiographs through check hots shall be continued as per clause 60.3 a) above from the lots selected by the Engineer In- Charge till 2 (two) consecutive lots are found with matching check shot radiographs to the satisfaction of EIL / OWNER.

**61.0 SUB-CONTRACTING**

- 61.1 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work.
- 61.2 Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the OWNER for approval the details of Sub-Contractors. CONTRACTOR shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted as per format attached in **Annexure-XII to SCC**.

**62.0 PROJECT SPECIFIC ACCOUNT**

For the benefit of the Project, it is desired that the CONTRACTOR shall maintain Project Specific Bank Accounts, with a bank approved by the OWNER to ensure that finances released by the OWNER, line of credit received from the lenders to meet working capital requirements and all revenues & other receipts arising from the CONTRACT and under any agreements are deposited into such Account(s).

Withdrawals and appropriations during the Contract Period, at any relevant time, from such Account(s) shall be made only for the purpose of Project/Project Facilities and Services.

**63.0 CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES**

63.1 The Calibration requirements of monitoring and measuring devices at Construction sites are attached as **Annexure-XIII to SCC.**

**64.0 DEFINITIONS**

64.1 For the purpose of the Contract, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings. These are in addition to the defined words appearing in General Conditions of Contract (GCC) and wherever there are contradictions, the definitions appearing in the SCC shall take precedence.

64.2 Consultant means service provider for EPCM services for this Project.

64.3 ENGINEERS INDIA LIMITED (EIL) having its registered office at 1, Bhikaiji Cama Place, New Delhi – 110066 is the Consultant for EPCM services for the whole Project.

64.4 "CONTRACTOR" means any person, company, firm or body who may be engaged by OWNER/ EIL for works and services connected with construction, installation, erection and commissioning of the facilities for the Project with or without supply of equipment/material.

64.5 "Project" means Offsite Pipelines and Jetty Infrastructures Project for MRPL Aromatics Complex & Offsite Pipelines and Inlet Receiving Tank projects for MRPL Refinery Complex at Mangaluru of Mangalore Refinery and Petrochemicals Limited.

64.6 "ITB" means Instructions to Bidders

64.7 "EMD" means Earnest Money Deposit.

64.8 "GCC" means General Conditions of Contract.

64.9 "SCC" means Special Conditions of Contract.

64.10 "SOP/ SOR" means Schedule of Prices/ Schedule of Rates.

64.11 "BQC" means Bidder Qualification Criteria.

64.12 "Bidder/ Contractor" means any person, company, firm or body who are issued the Bidding Document by OWNER/ EIL for submission of bid.

64.13 "Bidding Document/ Tender Document" means document to be issued to Bidder based on which Bid is to be submitted.

64.14 "Bid/ Offer" means the documents/proposal submitted by Bidder.

64.15 "CD" means Compact Disc.

**65.0 SPECIFICATIONS FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS**

**As per ANNEXURE- XIV to SCC.**

**66.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-III) ORDER, 2017- As per ANNEXURE-XV to SCC**

66.1 Applicable for this tender. For details refer **Annexure-XV to SCC.**

**67.0 POLICY FOR PROVIDING PREFERENCE TO INDIAN MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP) [Refer BDS for applicability]**

67.1 Ministry of Steel, Govt of India, vide their notification "The Gazette of India, extraordinary part II, GSR no. 385 (E) dated 29.05.2019" and amendment vide Gazette notification no. S-13026/1/2020-IDD dated 31.12.2020 notified the revised policy for providing preference to domestically manufactured iron & steel products in government procurement. A copy of the same is available on the website of Ministry of steel (<https://steel.gov.in/policies>) and also enclosed as **Annexure-XVI to SCC**. This policy is applicable for this Project. Bidder shall comply the minimum domestic value addition requirement as per the policy.

67.2 Refer **Appendix-IA of Annexure-XVI to SCC** regarding extract of the provision with respect to purchase of the iron & steel products considering the minimum value addition as per the percentage stipulated in the Appendix A under the said Policy. Appendix B to the aforesaid policy is not applicable for this tender.

67.3 As per the DMI&SP policy, "Format for Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products is as per enclosed **FORM-1 of Annexure-XVI to SCC**" is required to be furnished by the manufacturer.

Accordingly, Bidder shall furnish self-certification as per the format enclosed with the policy else bid of such Bidder shall be rejected.

Bidder shall produce necessary records including affidavit from their sub-suppliers/sub-contractors for assessing the domestic value addition towards compliance to the said policy during performance of the contract.

67.4 **As per the aforesaid Policy, the Affidavit of self-certification needs to be submitted in the name of Domestic Manufacturer. If Suppliers of these Iron & Steel Products are finalized after award, Bidder to submit an undertaking [refer Proposal Form-N] confirming that Affidavit in line with the policy for providing preference to Domestically Manufactured Iron and Steel Products shall be submitted in the name of domestic manufacturer before execution of works related to iron and steel products.**

**68.0 RAISING DISPUTES / COMPLAINTS**

68.1 Refer ITB

**69.0 OUTBREAK OF PANDEMIC**

69.1 In case of any outbreak of pandemic during the execution of the contract, contractor to follow all guidelines/SOP's issued by central govt /state govt/local authorities. Contractor to also submit compliance report to Owner/EIC. Contractor to note that quoted price is inclusive of this provision & no extra compensation on this account shall be admissible.

Owner's (MRPL) SOP is attached as Annexure-XVII to SCC.

**70.0 INSURANCE**

70.1 Owner shall at its own cost and expense take out from a suitable insurance company and maintain the following insurances, which shall be Erection All risks Insurance (EAR) or Contractors All Risks Insurance (CAR). The OWNER at his own cost has taken an "all risk" type Comprehensive Marine Cum Erection Insurance policy. These policies apply only to insurance risks at site and to no other location. The CONTRACTOR shall be solely liable in the event of his and/or

SUBCONTRACTOR's having caused any loss or damage of any nature arising out of or in connection with the execution of the WORK not covered under those policies and shall indemnify the OWNER and /or his representative in respect of any claim in respect of any such loss or damage. The CONTRACTOR shall make himself fully familiar with the terms of the said policies and take such additional insurance as he may deem necessary at his own cost.

Detailed Insurance Provisions shall be as mentioned in clause no. 3.2.1.0 of GCC. Also refer Owner's "Comprehensive Mega Risk Insurance Policy" attached as **Annexure-XVIII to SCC**.

**CONTRACTOR FURNISHED INSURANCE:** as applicable to the Service Insurance Cover for Workmen: The contractor shall obtain adequate Insurance Policy in respect of his workmen to be engaged for the work compulsorily towards compensations as admissible under the Workmen's Compensation Act 1923, and Rules framed there under upon death/disablement of a worker and the same has to be produced to the concerned in charge of Administration Section before start of the work.

All workers whose salary is more than Rs 21,000/- per month (Prevailing rate as per the act) need not to be covered by ESI. However, contractor to take insurance policy to cover the risk towards temporary disablement and permanent disablement for the workmen. CONTRACTOR shall at his cost and expense take out from a suitable insurance company acceptable to owner and maintain for the entire period unit ACCEPTANCE OF WORKS or until such time thereafter as the CONTRACTOR may consider appropriate the following insurances:

- 1) **Workmen's Compensation Insurance (WCI):** This insurance shall confirm to and satisfy all the requirements of the applicable laws and regulations of the country, state territory or province having jurisdiction over the CONTRACTOR's employees engaged in the WORKS.
- 2) **Employer's Liability Insurance (ELI):** The insurance shall cover the liability of the CONTRACTOR as employer, for compensation beyond the coverage of the Workmen's Compensation Insurance for bodily injury to or loss of life the CONTRACTOR's employees while engaged in the WORKS.
- 3) **Third Party Liability Insurance (TPL):** This insurance shall cover legal liability for bodily injury to loss of life of and/or damage to and loss of properties of the third person party arising out of the performance by the CONTRACTOR of the works.
- 4) **Automobile Liability Insurance (ALI):** This insurance shall cover all the CONTRACTOR's liabilities in connection with use by the CONTRACTOR for the WORKS of any mobile equipment and automobile and when used which are owned, non-owned hired and otherwise placed under the CONTRACTOR's administration and control, for bodily injury to loss of life of and/or property damage of any person or party.
- 5) **Movable All Risks Insurance (MRI):** This insurance shall cover the damage to and/or loss of the CONSTRUCTION EQUIPMENT including watercraft and aircraft and further including the CONTRACTOR's TEMPORARY WORKS, owned, non-owned, hired or otherwise placed under the CONTRACTOR's

administration and control with the full replacement value coverage for each and every occurrence.

- 6) Other Insurance:** Other insurance which shall be necessary or which the CONTRACTOR deems necessary for proper performance of the WORKS e.g.
- Overseas (and/or Domestic) Travellers' accident Insurance.
  - Burglary Insurance
  - All Risks marine cargo Insurance for the CONTRACTOR's CONSTRUCTION
  - EQUIPMENT, tools and machinery, and for equipment and materials that the CONTRACTOR's TEMPORARY WORKS and that the CONTRACTOR under the CONTRACT may supply for the WORKS and/or the PERMANENT WORK and
  - Fidelity Guarantee Insurance
  - The CONTRACTOR agree that the provisions of this Clause shall to the extent as appropriate, be apply all the contracts that may for the WORKS be entered into by and between the CONTRACTOR and the respective SUBCONTRACTORS and unless the CONTRACTOR furnished insurance called for by the CONTRACT are good also for the SUBCONTRACTORS their properties and/or their liabilities in connection with the WORKS the CONTRACTOR shall include in such contracts as aforementioned the requirements for insurance conforming to this clause. Inclusion of such insurance requirements in such contracts as afore mentioned however, shall not release the contractor from any of his responsibilities and liabilities under the contract.
  - Group term life Insurance cover to be taken having a risk coverage 24 X 7 death coverage (Natural /Accidental death) with a sum assured of Rs.10,00,000/- (Rs. Ten lacs only).

**71.0 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER:**

In all contracts involving deployment of contractor's manpower within MRPL premises like Plants and Offices etc. the contractor shall submit the following documents to MRPL prior to start of work:

- a. Undertaking from the contractor that they have scrutinized the previous work history of the person(s) proposed to be deployed by them and character and antecedents of person(s) proposed to be deployed by them is / are impeccable.
- b. Along with the above mentioned undertakings, the contractor will provide certified photocopies of police verification certificate for inspection by the authorised representatives of MRPL. The contractor has to obtain Police Verification Report from the area where the person(s) to be deployed has/ have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier.
- c. The contractor shall ensure at the time of submitting their final bills to the EIC, that it is accompanied by a NOC from Security Dept., MRPL, for having surrendered all Photo passes and Bio-Metric cards issued by MRPL. If any

Pass and Bio-Metric Cards are not surrendered even after the completion of job / contract, the contractors are liable to pay a fine of Rs.200/- for every un-surrendered pass and Rs. 100/- for every Bio-Metric card (These fine amounts are subject to revision by Security Dept., MRPL, from time to time).

- d. As per the Security Guidelines issued by Ministry of Home Affairs (MHA), Government of India, verification of Character & Antecedents (Police Verification) in respect of all personnel working in Refineries is mandatory. The Contractor shall submit police Verification Report of the workmen employed under them. Submission of Police verification Report to MRPL is compulsory for issue of fresh passes to work in Plant Process Areas and other sensitive jobs in Non-Plant areas of MRPL.

## **72.0 OBSERVATION OF FORMALITIES RELATING TO PF, ESI, REGISTRATIONS:**

- a. It should be confirmed by the successful contractor that his/their organisation is already registered with the Provident Fund Commissioner and the details may please be furnished for MRPL'S records and the reference. MRPL will reserve its right to inspect the records pertaining to Provident Fund rules.
- b. PF / ESI Code: The Contractor shall indicate his / their PF Code / ESI Number in their tender.
- c. Income Tax: The Contractor shall in all cases indicate his income tax Permanent Account Number (PAN). Income Tax Permanent Account Number will be required as precondition of release of payment.

Note: The bidder will have to bear all Income Tax Liabilities both corporate & personal tax. Income Tax along with surcharge of Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's bill as per applicable laws.

## **73.0 DETAILS OF MINIMUM PAYMENT TO WORKFORCE EMPLOYED BY CONTRACTOR:**

The contractor shall pay Minimum as per the following table to the workforce deployed by him under various categories (Unskilled / Semiskilled / Skilled / Highly Skilled) as applicable;

Sl. No.	Description	Payment basis			
1	Basic Wages per day	As per Minimum wages act issued from time to time by ALC			
2	PF/Admin charges	13.00 % of Basic Wages & MRPL Special Allowance			
3	ESI	3.25 % of Basic Wages, MRPL Special Allowance & Shift allowance (if applicable).			
4	Leave Wages	5 % of Basic Wages (As per ALC)			
5	Bonus	8.33 % of min wages or Rs 7000 /- per annum whichever is higher			
6	Holiday wages	10 days per year			
7	MRPL Special Allowance per day	Unskilled (in Rs)	Semi Skilled (in Rs)	Skilled (in Rs)	Highly skilled (in Rs)
		34	50	70	90

The following to be complied:

- a. Shift allowance (if applicable) – Shift allowance @ Rs 25 /- per shift to be provided to Secondary work force coming in rotational shift (i.e., morning, evening and night shifts) working in plant area.
- b. PF/ESI remittance to be ensured on MRPL Special Allowance.
- c. Rates of MRPL special allowance shall be Rs 34, Rs 50, Rs 70 & Rs 90 for Unskilled, Semi-Skilled, Skilled & Highly Skilled Category respectively.
- d. Gratuity to be paid as per the statutory norms based on the government directives.
- e. Number of closed Holidays shall be 10 days per year.
- f. Extended working hours shall be compensated suitably as per statutory provisions.
- g. **Group term life Insurance cover to be taken having a risk coverage 24 X 7 death coverage (Natural /Accidental death) with a sum assured of Rs.10,00,000/- (Rs. Ten lacs only).**
- h. Statutory provisions if in contradiction will prevail over any other provisions mentioned in Special Conditions of the Contract.
- i. Transportation facility in respect of Secondary Workforce for commuting to entry gates of MRPL shall be in the scope of the contractor. However, for internal transport from entry gate to place of work; existing circular vehicles to be utilised.
- j. For ensuring compliance to the above, suitable number of welfare officers to be placed by contractors with respect to all statutory provisions.
- k. Uniform/ Boiler suit-2 sets per year, Helmet, Shoes, Raincoat to be provided to the workforce and proof to be submitted

**74.0 BROAD GUIDELINES FOR EFFECTIVE IMPLEMENTATION OF CONTRACT MANAGEMENT SYSTEM AND MEETING OF STATUTORY REQUIREMENTS IN ENGAGEMENT OF SECONDARY WORKFORCE**

- A. Wherever a work order is issued following documents are required to be submitted to HR Department by Contractor duly signed by Engineer in Charge:
- I) Where labour engaged by the Contractors is less than 19:
    1. Copy of the valid Work Order/ LOA Copy.
    2. Work Commencement letter by the Contractor in Form 6A/ Notice of commencement.
    3. Register of Workmen in Form No. XIII.
    4. Copy of PF Code allotted by the Competent authority.
    5. Copy of ESI code allotted by the competent authority.
    6. Workmen's compensation policy.
    7. Age proof, Aadhar card number and Bank account details of the worker.
  - II) Where labour engaged by the Contractors is more than 19:
    1. Copy of the valid Work Order.
    2. Work Commencement letter by the Contractor Form 6A/ Notice of commencement.
    3. Register of Workmen in Form No. XIII.
    4. Copy of PF Code allotted by the Competent authority.
    5. Copy of ESI code allotted by the Competent authority.
    6. Request letter from the Contractor for issuance of Form No. V for apply labour license through EIC.

7. Submission of Form No. IV for proof of applying labour license attested by the ALC.
8. Interstate migrant license copy if labour engaged more than five from other states.
9. Workmen's compensation policy.
10. Age proof, Aadhar card number and Bank account details of the worker.

III) Documents required on monthly basis duly certified by Engineer in Charge:

1. Wage Register duly certified by the Engineer Incharge.
2. Attendance Register duly certified by Engineer Incharge.
3. Payment of wages should be disbursed within 7 days from the close of wage period.
4. ESI/ PF Challans receipt along with PF-ECR Copy & Monthly contribution details for payment permitted to Statutory Authorities in respect of the wages paid for the previous month with covering letter.
5. Bank Statement for wages paid.
6. Insurance copy for those who are not covered under ESI Act.
7. Form No. 5 & 10 and Male and female data for each month.

B. Documents required on Annual basis for release of Bank Guarantee/ Security Deposit duly certified by the Engineer Incharge:

1. Work Completion letter by the Contractor in Form 6A/ Notice of completion.
2. Annual Medical Check-up data.
3. Payment of bonus as per Statute.
4. Payment of leave with wages @ 1day for the every 20 days worked by workers.
5. Payment of gratuity if applicable (on completion of 5years of continuous service)
6. NOC from Security Department on surrendering of punch card and entry pass issued by MRPL.
7. Register of overtime. Form No. XXIII.
8. Wage slip in Form no. XIX.
9. Register of damages or loss Form no. XX.
10. Register of fine. Form No. XXI.
11. Register of Advance form no. XXII.
12. Employment card XIV.
13. Indemnity bond
14. Half yearly/ yearly labour return in form XXIV (see rule 82(1)) to the licensing officer under contract labour returns.
15. Half yearly return in form 5A (regulation 26) on ESI contribution.

C. PROCEDURE ADOPTED BY HR IN DEALING WITH CONTRACTORS:

1. Contractor shall submit the documents as specified above with a cover note signed through EIC to HR Department.
2. On submission of compliance report/ recommendations from EIC, HR will give clearance to Finance for release of payment.
3. Any deviation from the above procedure and non-production of required documents will result in delay in issuance of gate pass and payment of monthly bill, final bill and release of retention money/ Security Deposit/ Bank Guarantee.

4. Contractor should also give an indemnity bond to MRPL absolving MRPL of all statutory, non-statutory clearance by their employees, sub-contractors and suppliers.

#### **75.0 METHODOLOGY FOR PROCESSING TERMINATION FOR DEFAULT**

In addition to the provisions of Clause No. 7.0.0.0 of General Conditions of Contract, following shall also be applicable in case termination due to Contractor's default:

- a) Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the contract.
- b) In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery.

However, in case, if the Contractor submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG.

- c) In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the Contract provisions.
- d) Further, in case of submission of CBPG within scheduled period, but Contractor being at default in terms of Contract, a) above shall be applicable.
- e) In case of occurrence of any of the above specified events, Contractor shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the Contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Contractor, stating the reason and the intention of EIL/ Owner to terminate the Contract and to take other penal actions in terms of the Contract including extant policy for Suspension/ Banning of EIL/ Owner.
- f) The Contractor may also request for a personal hearing.
- g) EIL/ Owner based on the Contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
- h) The decision taken as above shall apply to both Termination as well as Suspension / Banning.
- i) **The Interest rate applicable as per b) above shall be SBI base rate prevailing as on the date of enquiry plus 1% per annum.**
- j) In case Contract awarded for the tendered work have to be terminated due to Contractor's default and a separate Tender have to be floated to get the remaining/ complete work executed, such defaulting Contractor will not be considered for Tenders issued for the refloats works of same project."

#### **76.0 PROMOTION TO MSEs**

- a) Owner is committed to promotion and development of micro and small enterprises. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub-contractors to the extent possible under the Orders/ Contracts awarded on them by Owner. All efforts shall be made by bidder to encourage procurement thru MSEs (holding valid certificate) through

their Sub orders/ Sub contract procurement. The successful bidder shall provide the following only for the purpose of reporting.

- i) Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to..... (Name of CPSU).
- ii) The report shall be signed by authorised person of contractor (Successful Bidder).
- iii) Report shall be submitted in the following format.

Sl. No.	Sub-Supplier/ Subcontract or	Work order no. & date	Item Description	Amount (In Rs)	Category of MSE Gen/ SC/ ST/ Women	MSME Status Micro/ Small with code	Remarks

- b) Trade Receivable e – Discounting System (TReDS) aims to address challenges faced by MSEs in delayed payments from Government buyers leading to shortfall of working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSEs through multiple financiers. The TReDS Platform will enable discounting of invoices / bills of exchange of MSEs Seller /Contractors against large corporates including Govt. Departments and PSUs, through an auction mechanism, to ensure prompt realization of trade receivable of competitive market rates.

On boarding of MSE vendors of CPSEs on TReDS portal is mandatory.

MRPL has registered in the below mentioned exchange and you are requested to register in any of the three exchanges:

Sr. No.	Service Provider	Website	Contact Name	Contact No.
1	RXIL	<a href="http://www.rxil.in">www.rxil.in</a>	Mr. Khalid Zia	9535381121
2	Mynd	<a href="http://www.m1xchange.com">www.m1xchange.com</a>	Mr. Vikas Joshi	9845153615
3	A Treds	<a href="http://www.invoicement.com">www.invoicement.com</a>	Mr. Bharat Gayatonde Mr. Ananth Hegde	9986596690 9880688217

#### **77.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)**

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of Owner. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence / proof to Owner in this respect and Contractor shall suitably consider the same in their bid.

Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years.

**78.0 SECURITY DEPOSIT- MODIFICATION IN GCC PROVISION**

Following provision has been added to Clause No. 2.1.1.0, of General Conditions of Contract:

- Security Deposit/Contract Performance Bank Guarantee (CPBG) shall not be applicable for contract value upto INR 10.00 Lakh (Indian Rupees Ten Lakh).
- Total Contract Value shall be considered as excl. GST.

**79.0 OTHER MODIFICATIONS TO GCC:**

- 79.1 Contractor to note that name of the Project "Phase-III Project" wherever appearing in the GCC must be read as "Offsite Pipelines and Jetty Infrastructure Projects for MRPL Aromatic Complex and Offsite Pipelines and Inlet Receiving tank project for MRPL Refinery Complex".
- 79.2 Instructions to Tenderers/ Bidders mentioned in GCC is modified to the extent as specified in Instructions to Bidder (ITB) attached separately with this Bidding document.

**80.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA**

Vulnerability Atlas of India (VAI) is comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclone and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administration, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, wind, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earth quakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height Thunderstorms history
- iv. Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- v. Landslides incidences with Annual rainfall normal District wise Probable Max. Precipitation

**81.0 EXTENDED STAY COMPENSATION**

Not Applicable

**82.0 EXCAVATION BY BLASTING**

82.1 The CONTRACTOR shall obtain license from the District authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 1940, corrected up to date. He shall purchase the Explosives, fuses, detonators etc. only from a licensed dealer. He shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorized representative shall have the access to check the CONTRACTOR's store of explosives and his accounts. In case where the explosive are required to be transported and stored at site, relevant clauses of the Explosive rules 1940 as amended subsequently shall apply. The CONTRACTOR shall be responsible for any accident to workman, public or property, due to blasting operations.

**83.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/CONTRACTOR for review/approval at various stages of the contract.

83.1 After the Award of Contract

**a) Time Schedule**

The Completion Time Schedule for the work (including mobilization period) as per IFB in all respect, from the date of issue of Letter of Acceptance.

The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

**b) Scheduling & Monitoring System**

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

**c) Overall Project Schedule**

The CONTRACTOR shall submit within 1 week of Fax of Acceptance, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

**d) Progress Measurement Methodology**

The CONTRACTOR is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

**e) Functional Schedules**

The CONTRACTOR should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

### 83.2 Project Review Meetings

The CONTRACTOR shall present the programme and status at various review meetings as required.

#### a) Weekly Review Meeting

Level of RCM/ Participation : CONTRACTOR's/ Consultant's Site In charge & Job Engineers.

Agenda : a) Weekly programme v/s actual achieved in the past week & programme for next week.  
b) Remedial Actions and hold up analysis.  
c) Client query/ approval.

Venue : Site Office

#### b) Monthly Review Meeting

Level of Participation. : Senior Officers of MRPL/EIL and CONTRACTORs

Agenda : a) Progress Status/ Statistics  
b) Completion Outlook  
c) Major hold ups/slippages  
d) Assistance required  
e) Critical issues  
f) Client query/ approval

Venue : MRPL/EIL Office/ Site at the discretion of Owner/ EIL

### 83.3 Progress Reporting Proforma

#### A. Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:

- a) Brief Introduction of the work.
- b) Activities executed/ achievements during the month.
- c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Sub-contracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.
- d) Area of concern/ problem/ hold-ups, impacts and action plans.
- e) Resources deployment status.
- f) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.
- g) Procurement status for items to be supplied by CONTRACTOR.

#### B. Weekly Reports

The report will be prepared and submitted by the CONTRACTOR on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machines.
- c) Quantities achieved against target in construction
- d) Record of Mandays lost.

- e) Construction percentage progress schedule and actual.
- C. Daily Reports**
  - a) Activity programme for the day
  - b) Progress of the previous day and commutative progress.
  - c) Manpower & machinery deployed.

**D.** Any other additional reports/ information as may be required by E.I.C.

#### 83.4 **Progress Reports**

CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

- 83.5 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.
- 83.6 Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.
- 83.7 Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.
- 83.8 CONTRACTOR shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

## **APPENDIX-A TO SCC**

# **TAXES & DUTIES PROVISIONS FOR OFFSITE PIPELINES AND INLET RECEIVING TANK PROJECTS FOR MRPL REFINERY COMPLEX OF MRPL (JOB no. B903- NON SEZ)**

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A. Price basis w.r.t inclusion/exclusion of taxes and duties

1. The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively) and GST compensation cess, (if applicable) leviable on sale of finished goods/services.
2. In case of foreign bidders, bidders shall submit their prices on FOB international sea port of exit basis/CFR on destination port basis, unless otherwise stated in the bid document. FOB/CFR prices quoted shall be inclusive of all applicable taxes upto FOB international sea port of exit/CFR on destination port basis \*Note-1.
3. Transportation charges (if applicable) upto respective project site shall be exclusive of GST.
4. Site work prices, if applicable shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
5. Prices of per diem supervision charges, training/AMC, HAZOP Study etc. (as applicable) shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign bidder's work/training facilities in any territory other than India.

**Note: Price basis, if quoted on GeM portal, shall be as per ITB and Instructions for submission of Prices on GeM portal. This will supersede the above clauses.**

B. TAX CLAUSES

1. Goods and Services Tax

- a. The supplier/contractor will be liable to register with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods/services in its own registration (GSTN).
- b. Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by Owner. In the event that the supplier/contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, Owner shall not be liable to make any payment on account of GST against such invoice.
- c. In case supplier/contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/contractor in format prescribed in Annexure A along with the Invoice.
- d. GST shall be paid to supplier/contractor against receipt of Tax Invoice/E-Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, Owner shall with hold the payment of GST.

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- e. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner or any interest/penalty is charged to Owner due to any non-compliance/ delayed compliance by the supplier/contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/contractor), the supplier/contractor shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.
- f. In case of any Advance including Mobilization/Secured/Other Advance is granted to supplier/contractor as per the provisions of Contract, then the supplier/contractor shall issue a Receipt Voucher / GST Invoice in the form and manner prescribed under GST Act read with Rules thereunder including e-invoicing provisions.
- g. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the GST Act read with Rules thereunder including e-invoicing provisions.
- h. GST payable under reverse charge for specified services/goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, then Owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by Owner to supplier/contractor.
- i. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to Owner, then Owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by Owner to contractor/supplier.
- j. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/contractor.
- k. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/contractor

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shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.

- i. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention “Covered under GST Composition Scheme” in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.
- m. Owner prefers to deal with registered supplier/contractor of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document.
- n. In case of foreign bidders, for supervision/site-work/training, services provided by foreign bidder at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluation of bid as per clause E (Evaluation Methodology).
- o. Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.
- p. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor raises invoices for full value, then supplier/contractor shall issue Credit Note, in the form and manner prescribed under relevant GST Act read with Rules thereunder, towards applicable PRS amount with applicable GST thereon.

In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, Owner shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor.

In case any financial implication arises on Owner due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. Owner shall be entitled to recover the amount of such financial implication paid or becoming payable by Owner together with penalty and interest thereon, if any.

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- q. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.
- r. In case of applicability of any recovery as per provisions of the contract, Owner shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

## 2. IMPORT DUTIES

- a. Direct supplies by foreign suppliers where, Owner becomes consignee:
- Consignee shall be Owner, bill of entry shall be filed by Owner, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess etc. as applicable in India shall be paid by Owner.
- b. Imported supplies by Indian suppliers as built in import content where Suppliers/Contractors will become consignee of the goods
- Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported goods shall be to supplier's/contractor's account.
  - The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.
  - In case, no import is made for execution of the order, clauses related to Imports will not be applicable.
- c. General points:
- In case Owner is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or material by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/contractor, the supplier/contractor shall indemnify and hold harmless the Owner for any and all costs, expenses or losses suffered or incurred by Owner in this regard
  - If foreign bidder intends to supply goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure

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that conditions of such agreement/treaty etc. are strictly complied with.

The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable if any

Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/ CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.

Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

In case custom duty rate as quoted by Foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from Foreign bidder.

- iii. Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

### 3. INCOME TAX

#### a. Foreign supervisors/suppliers/contractors

Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e., inclusive of Indian income tax at the applicable prevailing rate as per Indian Income Tax Act and Rules there under.

Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for TDS shall be provided to the supplier/contractor.

In case foreign bidder quotes Prices of site work, contracts and other services "net of Income Tax" i.e., exclusive of Indian income tax, Owner shall deduct and deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per Indian Income Tax Act and Rules thereunder.

Foreign bidder irrespective of fact that whether prices are quoted Gross of income tax or Net of Income tax shall furnish the information required in line

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with the prevalent provisions of Income tax act read with rules thereunder including but not limited to Tax residency certificate, Form 10F / Online 10F, No permanent establishment declaration, No business connection certificate, No SEP declaration, PAN in India if available.

Failing to provide above documents/information, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.

If the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the bidder should furnish Form 10F / Online 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.

In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10F / Online 10F , No PE / Business Connection Certificate, No SEP declaration etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the Owner will not bear additional tax liability (if any) arising from non-submission of documents.

The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

In case, any additional tax liability arises on the Owner due to delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from the supplier/contractor.

**b. Indian resident supervisors/ suppliers/contractors**

Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.

Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

Owner shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted or withheld and deposited by Owner on payments made to the supplier/contractor to enable the supplier/contractor to claim the credit of Tax deducted by Owner.

c. INCOME TAX (General Points):-

- i. The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities/liabilities under such laws in relation to or arising out of the Contract. For the lapses/failure, if any, on the part of the supplier/contractor and consequential penal action taken by the Income Tax department, Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/contractor.
- ii. The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the Owner with the Income Tax Authorities in India and will not be adjustable by the Owner. It is therefore in the interest of the supplier/contractor that prior to release of any payment due to the supplier/contractor under the Contract that the supplier/contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the supplier/contractor shall be made by the Owner after withholding/deduction at the rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.
- iii. TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the Owner against submission of Form-16A (TDS certificate).

C. INVOICING METHODOLOGY W.R.T. TAXATION

1. In case of domestic / foreign PO's (Other than 2 below) , Invoice/E-Invoice shall be raised by the supplier/contractor in the name of Owner and consignee shall be Owner.
2. In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/contractor shall bring material at project site in their own name and they themselves shall be consignee. Invoice/E-Invoice shall be raised by supplier/contractor to Owner after charging GST.

D. APPLICABILITY OF TAX CREDIT

1. **For Goods and/or services supplied for Intermedia receipt tank (IRT) for existing Waste water treatment Plant (WWTP) inside MRPL refinery-** GST input tax credit is available to owner @ 50% except for goods falling under section 17(5) of GST ACT,2017, where input tax credit is not available.
2. **For Goods and/or services supplied for Offsite Pipelines-** No Input tax credit is available to owner.

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E. EVALUATION METHODOLOGY W.R.T. TAXES

Following shall be loaded for evaluation:

1. Applicable Custom Duty, Social Welfare Surcharge etc, (excluding IGST & GST Compensation Cess {if applicable} on imported material which shall be dealt as per bid evaluation methodology given in E2 below) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filled by Owner.
2. GST on which input credit is not available to Owner (as per Point no. D1 & D2 above) including GST Compensation Cess (if applicable).
3. Applicable Income tax, in case foreign bidder quotes prices net of taxes.

F. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

G. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE FACTORY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since contractors/suppliers shall bring material at project site in their own name and raise invoice to Owner (as per payment milestone achieved) after charging GST, location of fabrication yard whether inside or outside factory premises will not attract any additional liability.

H. TAX IMPLICATION WHERE OWNER WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTORS/SUPPLIERS

Where Owner issues FIM's to suppliers/contractors, material will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.

I. STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/Contractor except for the following:

1. GST: If after the due date of submission of price bid and upto the contractual delivery/completion period (\*Note 3), any increase/decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase / decrease) to / from the Supplier's/Contractor's invoices based on the documentary evidence.

Any increase in GST after the contractual delivery/completion period shall be to Supplier's/Contractor's account. However, any decrease in the rate of GST shall be passed on to Owner.

For calculating Statutory Variations ceiling amount as declared by the Bidder in price schedule shall only be considered.

2. Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of price bid but upto the contractual date of delivery/completion shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay

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attributable to supplier/contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/Contractor's account.

#### **J. TAX INDEMNITY**

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the Owner arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the Owner.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.

# **TIME SCHEDULE**

## **[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]**

**TIME SCHEDULE**

NAME OF WORK	TIME OF COMPLETION
<b>CIVIL &amp; STRUCTURAL WORKS FOR IRT</b>  <b>Bidding Document No.: MK/B903-000-CF-T-9501/7</b>	<b>10 (Ten) months</b> to be reckoned from the date of issue of Letter of Acceptance (LOA) / Letter of Intent (LOI).

**Note:**

1. The time of completion shall be reckoned from the date of award of Contract, which shall be the date of issue of Letter of Acceptance (LOA) / Letter of Intent (LOI).
2. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.
3. It should be noted that the period of completion of all works given above includes time required for mobilisation at Site, carrying out the works as per the requirements of Contract documents, demobilisation, preparation of all reports in requisite quantities as mentioned in the Bidding Document, rectifications, if any, rework, etc. complete in all respects to the entire satisfaction of Engineer-in-Charge.

(STAMP &amp; SIGNATURE OF BIDDER)

**FRONT AVAILABILITY****JOB SPECIFIC INFORMATION ON MAJOR FRONTS AND THEIR PROPOSED AVAILABILITY TO SUCCESSFUL BIDDER**

	Drawing front	Physical front (Corresponding to drawing)	Remarks
On Award of work	40% shall be released to Contractor on mobilization at site	30%	
At 25% of time period	65% (However, 100% drawing along with matching material for underground piping to be issued)	50%	Time extension due to non-availability of Drawing and/or Physical front shall be considered only if the progress of work is corresponding to the work fronts released
At 50% of time period	75%	65%	
At 75% of time period	100%	100%	

# **MEASUREMENT OF WORK**

## **[ANNEXURE - II TO SPECIAL CONDITIONS OF CONTRACT]**

## **MEASUREMENT OF WORK**

### 1.0 GENERAL

- 1.1 The mode of measurement shall be as per the details mentioned in this Annexure.
- 1.2 In case of discrepancy between measurement of work specified in this Annexure, Standard Specification/ Job Specification, Schedule of Price/Rates etc., precedence shall be given in following order :
- 1.3 Measurement of works as per this Annexure of SCC.
- 1.4 Measurement of works as mentioned in Standard Specification/Job Specification.
- 1.5 Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.
- 1.6 In case the clarity is not in the above documents, then it shall be as per BIS and if it does not exist in BIS also, then Measurement of works shall be as decided by Engineer-in-Charge.
- 1.7 Payment will be made on the basis of joint measurements taken by Sub-contractor and certified by Engineer-in-Charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.
- 1.8 Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, Sub-contractor shall take physical measurements in the presence of Engineer-in-Charge.
- 1.9 Measurements will be made on the basis of following units indicated in unit column of schedule of rates.

Weights	MT or Kg
Length	M (Metre)/ CM (Centimetre)/ MM (Millimetre)
Number	No.
Volume	Cu.M
Area	Sq.M

- 1.10 Welds, bolts, nuts, washers etc. shall not be measured. No payment for temporary works connected with this Contract or for items such as weld, shims, packing plates etc. shall be made by Owner. Cost of above items shall be included in the unit rates quoted.
- 1.11 Wherever the unit of items has been indicated as lumpsum, the payment shall be made on lumpsum basis on completion & no mode of measurement shall be applicable.

### 1.0 GENERAL CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS

The measurement of works as mentioned in the relevant Technical/Standard Specification shall be followed.

#### 1.1 PIPING AND RELATED WORK

### 1.1.1 Piping

- a) Payment will be made based on linear measurement as per execution drawings.
- b) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, filters, desuperheaters etc. Length of all types of valves shall be excluded in this measurement. However, no separate payment for socket weld valves upto 1-1/2" size shall be made and the quoted rates for piping shall be deemed to include the same.
- c) The socket weld fittings shall be supplied to the sub-contractor as per the requirements of the drawings. All other hot/cold bends, reducers etc. for size 1-1/2" and below shall be fabricated and erected as per requirements by the sub-contractor at no additional cost and his rates for piping of size 1-1/2" and below shall be inclusive of this work.
- d) The forged tees shall be supplied to the sub-contractor as per the requirement of the drawings. All other branch connections including reinforcement pads shall be accomplished by pipe to pipe connections. The rates quoted for piping shall be inclusive of making branch connections. The reinforcement pads shall be measured separately.
- e) Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the sub-contractor within his quoted rates for piping. However, vents and drains required temporarily for flushing and testing shall be provided by the sub-contractor at their cost.
- f) Fabrication of spool pieces for temporary use to aid Sub-contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Sub-contractor at his cost as part of piping work and no separate payment shall be made for the same.
- g) In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.
- h) As regards safety valves, size of valves will be identified by inlet pipe size.
- i) Reducers will be paid alongwith piping of larger dia- meter except in the case of funnels where they are welded only to the smaller diameter pipe, for which payment will be made alongwith piping of such smaller dia.
- j) All piping attachments such as couplings, orifice plates, steam traps, strainers, earthing lugs etc. shall be provided by the Sub-contractor as part of piping erection work and no separate payment will be made for the same.

### 1.1.2 Piping Works

Measurement of above ground and underground piping shall be done in the following manner:

**1.1.2.1 Fabrication of Piping**

Measurement for fabrication of pipe shall be done on the basis of Inch. dia (the nominal diameter of pipe in 'Inches' multiplied by number of weld joints). All pre-fabrication work (including transportation of materials to site, fit up, shop weld, fabrication of spool pieces for erection) as well as all piping welding in situ are covered in Inch. dia. of fabrication. This shall include all types of BUTT-welding e.g. GTAW, SMAW.

Payment shall be made based on the unit rate against following diameter range of pipes and type of welds, under the headings of pipe metallurgy (CS/AS/SS etc., separately for IBR/NIBR and thickness upto 10 MM/10-20 MM/20-30 MM/30-40MM etc.).

Butt Welds

Upto 1-1/2" NB

2" to 6" NB

8" to 14" NB

16" to 24" NB

26" to 36" NB

38" to 48" NB

50" to 60" NB

Above 60" NB

Fillet Welds

Upto 1-1/2" NB

2" to 6" NB

8"to14"NB

16" to 24" NB

26" to 36" NB

38" to 48" NB

50" to 60" NB

Above 60" NB



Total welding for slip on flanges shall be accounted as one single joint per flange.

Seal welds, wherever required shall not be counted under weld joints.

No separate payment shall be made for welding involved in pipe supports.

Branch welds shall be considered under butt welds

**1.1.2.2 Erection of Piping**

Measurement will be done based on Inch. Meter (the nominal diameter of pipe in 'Inches' multiplied by the installed length of piping in 'Meters') as per execution drawing. Inch. Meter shall include all work pertaining to Erection of Fabricated spools/straight lengths, providing vent, drains, instrument tapings, alignment, hydro-testing and all other activities required as per item description, but not covered in scope under Inch. dia.

Payment shall be made based on the unit rate against following diameter range of pipes:

Upto 1-1/2" NB

2" to 6" NB

8" to 14" NB

16" to 24" NB

26" to 36" NB  
38" to 48" NB  
50" to 60" NB  
Above 60" NB

All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, filters, desuperheaters etc. Length of all types of valves except socket weld valves upto 1-1/2" shall be excluded in this measurement. However, no separate payment for socket weld valves upto 1-1/2" size shall be made and the quoted rates for piping shall be deemed to include the same.

#### 1.1.2.3 REMARKS:

Measurement of following items shall be in linear Running meter basis/Lumpsum basis, as applicable:

- i) Clad steel piping
- ii) Cement lined piping
- iii) Rubber lined piping
- iv) Teflon lined piping
- v) Plastic piping (HDPE etc.)
- vi) Galvanised piping
- vii) Jacketed piping
- viii) Steam Tracers
- ix) Tubing

Measurement of following items shall be on number basis:

- Piping Specials like Mitres & Fabricated Reducers
- Reinforcement pads

#### 1.1.3 Fabrication of Specials

For fabrication of mitre bends and reducers (concentric & eccentric) from the pipes/ Steel plates/ fabricated pipes to be supplied by Owner free of cost, payment will be made on numbers of such specials at the rates given separately in Schedule of Rates. The unit rate shall be inclusive of tests such as DP/ MP as mentioned in item description of an item. However, the erection of mitre bends and reducers shall be part of piping erection work and the rates for piping will be inclusive of this work.

#### 1.1.4 Valves

All types of valves such as gate/ globe / check / plug / needle/ ball/ control/ safety valves/ Gate Valves/ Butterfly valves etc. will be measured and paid on number basis at the rates given in the Schedule of Rates. Dismantling and re-erection of the valves required for the

purpose of testing, calibration etc. shall not be considered for measurement as same are to be carried out by the sub-contractor within his quoted rates. The length of such valves along with companion flanges shall be excluded from piping length.

#### 1.1.5 Fabrication of Supports

Measurement and payment of fabrication of pipe supports shall be on weight basis.

Bolts, nuts and washers including U-bolt will be supplied by sub-contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose. Spring supports, if any, shall be supplied by Owner as Free Issue.

Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Sub-contractor as part of piping work and no separate measurement & payment will be made for it.

#### 1.1.6 Post Weld Heat Treatment (Stress Relieving)

Measurement and payment for post weld heat treatment shall be on the basis of per circumferential joint for different diameters of pipes as per the rates quoted. Repeat post weld heat treatment for repaired joints or otherwise due to Sub-contractor's fault will be carried out at Sub-contractor's cost.

#### 1.1.7 Radiography/ Dye-Penetrant (DP) Test / Magnetic Particle (MP) Test

Measurement and payment for radiography shall be made on the basis of circumferential joints for different pipe diameter. Repeat radiography due to defective films or on repaired joint due to Sub-contractor's fault or for additional radiography necessitated due to poor performance of Sub-contractor's welder will be done at Sub-contractor's cost.

Measurement and payment for magnetic particle and dye penetrate test will be on the basis of weld length tested/ circumferential weld joints as mentioned in schedule of rates.

The cost of DP/MP test included in item description of piping items such as Fabrication of Specials, Reinforcement Pads etc. shall be included in the quoted unit rate and no additional payment for such DP/MP test for such items shall be made. Payment for DP/MP test shall be made only for such items where DP/MP test is not included in item description.

The cost for performing Positive Materials Identification (PMI) using alloy analysers including hiring of such equipment and mobilisation of the same to site shall be included in the unit rate for all such items of piping where PMI is specified in the item description.

### 1.2 **PAINTING ON EQUIPMENTS/ PIPING/ STRUCTURAL STEEL ETC.**

#### 1.2.1 Painting on Equipments

For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.

For equipment numbering, name, lettering and stencilling (only for Pressure Vessels) separate payment for letter shall be made as per the rates mentioned in Schedule of Rates.

For pumps, motors and compressors measurement shall be made on number basis.

#### 1.2.2 Painting on Piping, Specials and Fittings

Payment will be made on linear measurement in 'Meters' corrected to the nearest centimetre.

Piping shall be measured along the centre line through all types of fittings and flanges.

Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves which shall be paid separately on number basis.

There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on uninsulated and insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such works.

#### 1.2.3 Painting on Steel Structure

Payment for steel structures shall be made on the basis of admissible weight of structure painted.

Welds, bolts, nuts, washers etc. shall not be measured and paid as rates for painting of structure are inclusive of painting of such items.



# **TERMS OF PAYMENT**

## **[ANNEXURE-III TO SPECIAL CONDITIONS OF CONTRACT]**

**1.0 MOBILIZATION ADVANCE**

No Mobilization Advance shall be payable against the subject Contract.

**2.0 SECURED ADVANCE ON MATERIALS**

No Secured Advance shall be payable against the subject Contract.

**3.0 ON ACCOUNT PAYMENTS**

Progressive payments shall be released to Contractor against running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

Payment towards Final documentation shall also be included along with final 5% payment and clause shall be modified as below (wherever applicable):

“5% on completion of all works in all respects including final documentation as per MRPL final documentation procedure and issuance of completion certificate.”

S. NO.	NATURE OF WORK	PAYMENT TERMS
1.	<b><u>CIVIL</u></b>	
1.1	<b>Soil Investigation/ Geotechnical/ Topographical &amp; route survey</b>	<ul style="list-style-type: none"> <li>- 80% on completion of work on prorated basis as certified in monthly progress bill.</li> <li>- 15% on submission of Final Documentation / Reports in Code-1.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
1.2	<b>Piling – Installation</b>	<ul style="list-style-type: none"> <li>- 95% on installation of individual Pile for full length.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
1.3	<b>Piling - Testing</b>	<ul style="list-style-type: none"> <li>- 80% on field testing.</li> <li>- 15% on submission of test reports along with analysis and acceptance thereof.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
1.4	<b>Sheet Piling</b>	<p><b><u>Case-I</u></b> <b><u>Installation of sheet pile with subsequent removal (Incase removal of pile is not possible, Case-II is applicable for payment terms)</u></b></p> <ul style="list-style-type: none"> <li>- 05% on submission &amp; approval of design</li> <li>- 25% on Design and supply of material at site</li> <li>- 50% on installation of sheet piling</li> <li>- 15% for subsequent removal of sheet piles</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b><u>Case-II</u></b> <b><u>Installation of sheet pile without removal</u></b></p> <ul style="list-style-type: none"> <li>- 05% on submission &amp; approval of design</li> <li>- 25% on Design and supply of material at site</li> <li>- 60% on installation of sheet piling</li> <li>- 05% on removal of waler beam</li> </ul>

		<ul style="list-style-type: none"> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
1.5	<p><b>U/G PIPING Measurement in Running Meter</b></p>	<ul style="list-style-type: none"> <li><b>a. CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)</b> <ul style="list-style-type: none"> <li>- 20% on fabrication.</li> <li>- 30% on NDT, Pre-testing, tape coating.</li> <li>- 30% on laying in position, welding, NDT/Radiography etc.</li> <li>- 15% after flushing, hydro-testing and backfilling of trenches.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> </li> <li><b>b. CARBON STEEL (CEMENT LINED) (PIPES – FREE ISSUE)</b> <ul style="list-style-type: none"> <li>- 20% on completion of Cement lining and receipt of lined pipe at site.</li> <li>- 15% on fabrication.</li> <li>- 25% on NDT, Pre-testing, tape coating.</li> <li>- 20% on laying in position, welding, NDT/Radiography etc.</li> <li>- 15% after flushing, hydro-testing and back filling of trenches.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> </li> </ul> <p><b>Note:</b> Contractor shall submit the Bank Guarantee for an equivalent amount of Free Issue Material taken outside the Project premises for cement lining purpose with validity till receipt of materials at Project premises plus 03 Months claim period.</p> <ul style="list-style-type: none"> <li><b>c. CARBON STEEL (PIPES–SUPPLIED BY CONTRACTOR)</b> <ul style="list-style-type: none"> <li>- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 45% on receipt and acceptance of pipes at site.</li> <li>- 10% on fabrication.</li> <li>- 15 % on NDT, tape coating.</li> <li>- 10% on laying in position, welding, jointing, NDT/Radiography etc.</li> <li>- 10% after flushing, hydro-testing and back filling of trenches.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> </li> <li><b>d. CARBON STEEL (PRE-COATED PIPES – SUPPLIED BY CONTRACTOR).</b> <ul style="list-style-type: none"> <li>- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 55% on receipt and acceptance of pipes at site.</li> <li>- 10% on fabrication.</li> <li>- 05 % on NDT, tape coating.</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>- 10% on laying in position, welding, jointing, NDT/Radiography etc.</li> <li>- 10% after flushing, hydro-testing and back filling of trenches.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>e. CARBON STEEL (CEMENT LINED) (PIPES – SUPPLIED BY CONTRACTOR).</b></p> <ul style="list-style-type: none"> <li>- 05% on issuance of sub-order (for bare line pipes or cemented line pipes) and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 55% (##) on receipt and acceptance of Cement lined pipe at site.</li> <li>- 10% on fabrication.</li> <li>- 10% on NDT, tape coating.</li> <li>- 10% on laying in position, welding, jointing, NDT/Radiography etc.</li> <li>- 05% after flushing, hydro-testing and backfilling of trenches.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>## Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.</b></p>
1.6	<b>U/G PIPING Measurement in In-Dia &amp; In-Meter</b>	<p><b>CARBON STEEL (PIPES/ PRE-COATED PIPES – FREE ISSUE)- Incase SOR items are in Inch-dia. (fabrication) and Inch-meter (erection).</b></p> <p><b>Fabrication (ID)</b></p> <ul style="list-style-type: none"> <li>- 65% on welding of joints.</li> <li>- 30% on radiography and other examinations, repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>Erection (IM)</b></p> <ul style="list-style-type: none"> <li>- 30% on pre-testing, tape coating of prefabricated pipes.</li> <li>- 45% on trenching, laying in position, field welding, jointing, NDT/radiography and ready for hydrotesting.</li> <li>- 20% on hydrotesting, drying (if applicable) and backfilling of trenches.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
1.7	<b>Specials / MITRES for U/G Piping</b>	<ul style="list-style-type: none"> <li>- 85% after welding of joints &amp; its acceptance.</li> <li>- 10% after completion of tests as per respective piping spec, wrapping/coating, painting (as applicable).</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>

2.	<b><u>CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS</u></b>	
2.1	<b><u>Structural steel works</u></b>	<p><b>I. In case of Contractor supplied material.</b></p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> <li>- 05% on finalization of quantities, plan and submission of approved fabrication drawings.</li> <li>- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 50 % on receipt and acceptance of material at site.</li> <li>- 20% on fabrication, surface preparation and application of primer coat.</li> <li>- 08% on erection.</li> <li>- 07% on alignment, bolting / welding, tightening, torquing, grouting etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES</p> <ul style="list-style-type: none"> <li>- 05% on finalization of quantities, plan and submission of approved fabrication drawings.</li> <li>- 05% on issuance of sub-order and submission of equivalent rolling bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period.</li> <li>- 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site.</li> <li>- 08% on erection.</li> <li>- 07% on alignment, bolting / welding, tightening, torquing, grouting etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>II. At issue rates (Chargeable basis).</b></p> <ul style="list-style-type: none"> <li>- 05% on finalization of quantity, plan and submission of fabrication drawings.</li> <li>- 50% on transportation of material from storage yard / stores points to fabrication yard and fabrication surface preparation and application of primer coat.</li> <li>- 30% on erection.</li> <li>- 10% on alignment, bolting / welding, tightening, torquing, grouting etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>

		<p><b>III. Free Issue.</b></p> <ul style="list-style-type: none"> <li>- 05% on finalization of quantity, plan and submission of fabrication drawings.</li> <li>- 50% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat.</li> <li>- 30% on erection.</li> <li>- 10% on alignment, bolting / welding, tightening, torquing, grouting etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.2	<b>Reinforcement steel</b>	<ul style="list-style-type: none"> <li>- 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 65% on receipt and acceptance of material at site.</li> <li>- 25% on cutting, laying and acceptance thereof.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.3	<b>Precast concrete Item/ Block (Contractor supplied material)</b>	<ul style="list-style-type: none"> <li>- 60% on completion of casting work duly certified by Engineer-in-charge.</li> <li>- 20% against erection.</li> <li>- 15% against alignment, leveling, grouting etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.4	<b>Precast concrete Item/ Block (Cement Free issue material)</b>	<ul style="list-style-type: none"> <li>- 50% on completion of casting work duly certified by Engineer-in-charge.</li> <li>- 30% against erection.</li> <li>- 15% against alignment, leveling, grouting etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.5	<b>Structural Steel Painting Works</b>	<ul style="list-style-type: none"> <li>- 95% (##) after completion of touch up/repair of primer and intermediate coat/coats and final coat.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge depending on number of intermediate coats.</b></p>
2.6	<b>Composite items.</b>	<p>Composite items of Reinforced Cement Concrete (RCC) work inclusive of Excavation, shoring, strutting, Plane Cement Concrete (PCC), Centering and shuttering, back filling and disposal of surplus earth in sub-structure:</p> <ul style="list-style-type: none"> <li>- 35% on completion of earth work in excavation, PCC centering &amp; shuttering</li> <li>- 45% on completion of RCC</li> <li>- 15% on back filling and removal of surplus earth</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>

2.7	<b>Composite items.</b>	<p>Composite items of RCC work in non-suspended slabs/pavement slabs including pedestals, ramps etc.</p> <ul style="list-style-type: none"> <li>- 40% on completion of sand filling, centering, shuttering and PCC</li> <li>- 55% on completion of RCC</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.8	<b>Composite items.</b>	<p>Brick works in sub-structure</p> <ul style="list-style-type: none"> <li>- 50% on completion of excavation and PCC and receipt of Bricks at site</li> <li>- 25% on completion of Brick works</li> <li>- 20% on completion of back filling and disposal of surplus earth</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate</li> </ul>
2.9	<b>Architectural works.</b>	<p><b>I. Steel/ Aluminum/ Glazed Glass/ PVC etc. Doors, Windows &amp; Ventilators.</b></p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 65% on receipt of material at site</li> <li>- 20% on Installation and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>II. Fire Door</b></p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 05% on approval of Shop drawings.</li> <li>- 60% on receipt and acceptance of material including all accessories at site</li> <li>- 20% on Installation and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p><b>III. Roofing</b></p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 65% on receipt of material at site</li> <li>- 20% on Installation and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
		<p><b>IV. False Ceiling, False flooring,</b></p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 60% on receipt of material at site</li> <li>- 25% on Installation in position and acceptance</li> </ul>

	<b>Architectural works.</b>	<ul style="list-style-type: none"> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>V. Fire Proof Partition/ Aluminum Partition/ Gypsum Partition/ Toughened Glass Partition</p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 60% on receipt and acceptance of material at site</li> <li>- 25% on Installation in position and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>VI. Cladding/ Facades etc.</p> <ul style="list-style-type: none"> <li>- 05 % on submission &amp; approval of design &amp; drawings</li> <li>- 10% on issuance of sub-order &amp; submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period</li> <li>- 60% on receipt and acceptance of material at site</li> <li>- 20% on Fixing/ Installation and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate</li> </ul> <p>VII. Modular Furniture</p> <ul style="list-style-type: none"> <li>- 10 % on approval of furniture drawings at least in Code II</li> <li>- 60% on receipt of material at site</li> <li>- 25% on Fixing/ Installation and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>VIII. Internal &amp; External Paint of Building.</p> <ul style="list-style-type: none"> <li>- 10% on application of putty/ primer /surface preparation etc.</li> <li>- 45 % (##) on Primer&amp; intermediate coats.</li> <li>- 40% on Final coat.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.</p> <p>IX. Waterproofing cum Over Deck Roof Insulation Works.</p> <ul style="list-style-type: none"> <li>- 10% on surface preparation and application of primer.</li> <li>- 50% on intermediate coats / layers.</li> <li>- 35% on Final layer, testing etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate</li> </ul> <p>X. Composite items of Partition works made with Glass Partition &amp; Gypsum Partition.</p> <ul style="list-style-type: none"> <li>- 5% on approval of Shop Drawings</li> <li>- 35% on receipt and acceptance of material at site</li> <li>- 55% on Installation and acceptance.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
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	<b>Architectural works.</b>	<p>XI. Composite items of Acoustical Wall Paneling with fabric wrapped, Green Wall.</p> <ul style="list-style-type: none"> <li>- 5% on approval of Shop Drawings</li> <li>- 35% on receipt and acceptance of material at site</li> <li>- 55% on Installation and acceptance</li> <li>- 05% on completion of all works in all respects and issuance of completion</li> </ul> <p>The above payment terms will be applicable for similar items in miscellaneous items. the decision of engineer-in-charge on identification of similar items shall be binding on the contractor.</p>
2.10	<b>Platform, Ladder</b>	<p>I. In case of Contractor supplied material.</p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> <li>- 50% on receipt and acceptance of material at site.</li> <li>- 30% on fabrication, surface preparation and application of primer.</li> <li>- 15% on erection, aligning and welding.</li> <li>- 05% on completion of all works in all respects and issuance of completion</li> <li>- certificate.</li> </ul> <p>b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES / VENDOR'S SHOP</p> <ul style="list-style-type: none"> <li>- 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor shop with validity till receipt of materials at Project premises plus 03 Months claim period.</li> <li>- 30% on fabrication, surface preparation and application of primer and receipt of fabricated material at site.</li> <li>- 15% on erection, alignment, welding etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>II. At issue rates (Chargeable basis)</p> <ul style="list-style-type: none"> <li>- 80% on transportation of material from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat.</li> <li>- 15% on erection, alignment, welding etc.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>III. Free Issue</p> <ul style="list-style-type: none"> <li>- 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat.</li> <li>- 30% on erection, alignment, welding etc.</li> </ul>

		05% on completion of all works in all respects and issuance of completion certificate.
2.11	<b>Hand Railing</b>	<p>I. In case of Contractor supplied material.</p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> <li>- 50% on receipt and acceptance of material at site.</li> <li>- 20% on fabrication, surface preparation and application of primer and galvanizing (if applicable)</li> <li>- 15% on erection, aligning and welding.</li> <li>- 10% after completion of completion of final painting.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>II. At issue rates (Chargeable basis)</p> <ul style="list-style-type: none"> <li>- 70% on transportation of material from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat, galvanizing and painting (if applicable)</li> <li>- 15% on erection, alignment, welding etc.</li> <li>- 10% after completion of completion of final painting.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>III. Free Issue</p> <ul style="list-style-type: none"> <li>- 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat galvanizing and painting (if applicable)</li> <li>- 15% on erection, alignment, welding etc.</li> <li>- 15% after completion of completion of final painting.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>IV. Contractor supplied handrail (Handrail Fabricated outside refinery with raw material).</p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 40% on receipt and acceptance of raw material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period.</li> <li>- 30% on receipt and acceptance of finished handrail at site.</li> <li>- 15% on erection, aligning, welding and completion of final painting or touchup as applicable.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
	<b>Hand Railing</b>	

		<p>V. Contractor supplied pre-fabricated handrail (Handrail in final condition ordered on sub-vendor).</p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 70 % on receipt and acceptance of finished handrail at site.</li> <li>- 15 % on erection, aligning, welding and completion of final painting or touchup as applicable.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.12	<b>Gratings</b>	<p>I. Contractor supplied gratings (Grating Fabricated outside refinery with raw material).</p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 40% on receipt and acceptance of raw material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop/ yard with validity till receipt of materials at Project premises plus 03 Months claim period.</li> <li>- 30% on receipt and acceptance of finished gratings at site.</li> <li>- 15% on erection, aligning, welding and completion of final painting or touchup as applicable.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>II. Contractor supplied gratings (Grating in final condition ordered on sub-vendor)</p> <ul style="list-style-type: none"> <li>- 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</li> <li>- 70 %on receipt and acceptance of finished gratings at site.</li> <li>- 15 %on erection, aligning, welding and completion of final painting or touchup as applicable.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>
2.13	<b>Other Civil, Structural &amp; Architectural works</b>	<ul style="list-style-type: none"> <li>- 95% (##) on completion of work as certified in monthly progress bill.</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul> <p>(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.</p>
3.	<b>Miscellaneous Works</b>	<ul style="list-style-type: none"> <li>- 95% (##) on completion of work as certified in monthly progress bill.</li> <li>- 05% on completion of all works in all respects and issuance of</li> </ul>

		completion certificate. <b>(##) Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.</b>
4.	<b>For Lumpsum Rate Item (Not covered above)</b>	<ul style="list-style-type: none"> <li>- 95% on completion of total work in all respects. (For all lumpsum item included in Schedule of Rate, Contractor shall furnish price breakup for quoted lumpsum prices for the approval of Engineer-in-Charge. Progressive payment for such items shall be made accordingly. In this regard decision of Engineer-in- Charge shall be final and binding to the Contractor).</li> <li>- 05% on completion of all works in all respects and issuance of completion certificate.</li> </ul>

**NOTE:**

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by the Owner.
4. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract. In case separate nomenclature is provided for Completion certificate in GCC for various clients, the same shall be replaced by that certificate accordingly.
5. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.
6. Wherever milestone payment is linked with sub ordering, Engineer-in-charge shall ensure that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.
7. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against "Incoming Material Inspection Report" issued by EIL/MRPL. Engineer-in-charge shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.

**QUALIFICATION & EXPERIENCE  
REQUIREMENT OF  
KEY CONSTRUCTION  
PERSONNEL AND PENALTY FOR  
THEIR NON-MOBILISATION**

**[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]**

# प्रमुख निर्माण कार्मिकों के लिए अपेक्षित योग्यता एवं अनुभव और तैनाती न करने पर जुर्माना

## QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON- MOBILIZATION

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
1	01.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	12.06.2015	Doc. No. 9-1940-0001 Rev 1 has been revised and issued as Standard	DJ	RK	MD	SC

Approved by

**Abbreviations:**

CV	:	Curriculum Vitae
EPC	:	Engineering, Procurement & Construction
EPCC	:	Engineering, Procurement, Construction & Commissioning
ISO	:	International Organization for Standardization
NDT	:	Non Destructive Testing
QA/QC	:	Quality Assurance /Quality Control
RT	:	Radiography Testing
UT	:	Ultrasonic Testing

**Construction Standards Committee**

**Convenor:** Sh. A K Kundu, ED (Construction)

**Members:** Sh. Janak Kishore, ED (Projects)  
Sh. Biswajit Mandal, Sr. GM (SCM)  
Sh. Udayan Chakravarty, Sr. GM (Piping)  
Sh. Ravindra Kumar, GM (Construction)  
Sh. Debasish Ghosal, GM (Construction)  
Sh. Pankaj Kumar Rai, AGM (Construction)

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**Qualification & Experience (Post Qualification)**

CATEGORY	QUALIFICATION & EXPERIENCE (POST QUALIFICATION) REQUIRED			
Resident Construction Manager/ Resident Engineer/Site-In-Charge	Degree or Diploma in Engineering with minimum following relevant experience in construction:			
	Awarded value (Rs) →	< 10 Cr. Works	10 - 50 Cr. Works	> 50 Cr. Works
	Degree holders	5 yrs	10 yrs	15 yrs
	Diploma holders	8 yrs	13 yrs	20 yrs
Lead Discipline Engineer (Mechanical, Civil, Electrical, Instrumentation)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead Welding / NDT Engineer	Degree or Diploma in Mechanical Engineering/ Metallurgy with the minimum following experience in Welding & NDT (Non Destructive Testing) and possessing valid Level-II certificate in the relevant NDT methodology (RT/UT)			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead QA/QC Engineer	Degree or Diploma in Engineering with following experience (refer Note 1 also) :			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs of construction experience of which minimum 1 years in QA/QC	5 yrs of construction experience of which minimum 2 years in QA/QC	10 yrs of construction experience of which minimum 3 years in QA/QC
	Diploma holders	5 yrs of construction experience of which minimum 3 years in QA/QC	8 yrs of construction experience of which minimum 5 years in QA/QC	13 yrs of construction experience of which minimum 6 years in QA/QC
Lead Planning Engineer	Degree or Diploma in Engineering with following experience in Planning & Scheduling			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	8 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Safety Officer / Supervisor	As per HSE Specification enclosed elsewhere in the bidding document.			

Warehouse- In- Charge/ Materials Manager	Diploma in Engineering or Diploma in Materials Management or Graduate in any stream with min. following experience in Warehousing/ Stores Management:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Experience	3 years	5 yrs.	10 yrs.
Quantity Surveyor	Degree or Diploma in Engineering with minimum following experience in quantity estimation, field measurement, bill preparation etc. in Construction field:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	2 yrs	3 yrs	5 yrs
	Diploma holders	4 yrs	6 yrs	8 yrs
Discipline Engineer	Degree in relevant Engineering Discipline with minimum 2 years of relevant experience in construction or Diploma in relevant Engineering Discipline with minimum 4 years of relevant experience in Construction. Welding / NDT engineer shall possess valid Level-II certificate in the relevant NDT methodology (RT/UT).			

**NOTES : (For Table)**

1. For Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 50 crores, the Lead QA/QC Engineer shall be a qualified internal auditor for ISO 9001.
2. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in-Charge.

**PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL**

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off meeting / jointly agreed between contractor and PMC / Owner based on front availability etc.

- Rs. 7000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge.
- Rs. 4000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge, Lead Discipline Engineers, Lead Welding / NDT Engineer and the Quantity surveyor.
- Safety Officer (As per HSE Specification).

**NOTES : (For Penalty Clauses)**

- a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty.
- b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge, else penalties as above shall be applied.
- c) Total of above penalties shall not exceed 2% of the awarded contract value.

Job Number: B903

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# **CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS**

**[ANNEXURE - V TO SPECIAL CONDITIONS OF CONTRACT]**

# सामग्री निर्गम एवं रिकोन्सिलिएशन के लिए शर्तें

## CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
2	27.03 2019	Revised & Updated	SKG	AP	AKK	RKT
1	24 01 2014	Reaffirmed & Issued as Standard	SM	DJ	RKD	SC
0	21.05 2008	Doc No 6-10-0001 Rev 0 has been revised and issued as Standard	AS	GKI	SCB	VC

**Abbreviations:**

MS	:	Mild Steel
OFC	:	Optical Fibre Cable
OTDR	:	Optical Time Domain Report
FIM	:	Free Issue Material

**Construction Standards Committee**

**Convenor:** Sh. A K Kundu, ED –I/C (Construction)

**Members:** Sh. Amitava Pal, GGM (Construction)  
Sh. Janak Kishore, CGM (Projects)  
Sh. Rajeev Jain, GM (SCM)  
Sh. Udayan Chakravarty, GM (Piping)  
Sh. Ravindra Kumar, GM (Construction)  
Sh. S K Goel, AGM (Construction)

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## 1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued as FIM by EIL/Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

- 1.1 Necessary indents shall be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when the materials are required for incorporation in permanent works.
- 1.2 Materials shall be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge. No separate payment for such expenditure shall be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

## 2.0 RETURN OF UNUSED MATERIAL/ SCRAP

- 2.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition category wise by the Contractor at his own cost to Owner's Store(s).
- 2.2 No credit shall be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly. Contractor shall make his own arrangements for weighing the cut offs to be returned to Owner's stores.
- 2.3 In case the Contractor fails to return unused materials/ accountable scrap, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner:

S. No.	Material	Penal Rates
1.	(a) Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in the contract)
	(b) Penal rate for return of serviceable materials in excess of permitted % allowances	
	(c) Penal rate for issuance of unplanned OFC jointing kits	
2.	(a) Penal rates for non return of Unused material and or penal rate for generating scrap in excess of permitted % allowances	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)
	(b) Penal rate for using excess amount of materials like cement than permitted % allowances	

NOTE : 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner/EIL.

- 2) In case more stringent penal rates have been indicated elsewhere in the Contract (based on Project requirement), the same shall supersede the above rates.

### 3.0 CEMENT

In all cases where cement is FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

- 3.1 Cement as received from cement Manufacturer/Stockists shall be issued to the Contractor. The theoretical weight of cement in each bag for issue purpose shall be considered as 50 Kg or 20 bags per MT. However, cement bags weighing upto 4% less shall be accepted by the Contractors and charged for as full bag.
- 3.2 The Contractor is required to submit the design mix for different grades of concrete, keeping in view the requirements stipulated in IS:456 and IS 10262, specifically regarding durability, slump and water cement ratio and specific gravity of materials brought to site as analyzed in the laboratories. The design shall be based upon absolute volume method and theoretical consumption of cement shall be worked out on this basis. For other than concrete items, the coefficients for consumption of cement shall be adopted as per CPWD practice.
- 3.3 The permissible variation between Cement actually used on the job and theoretical consumption worked out on the basis stipulated in above para 3.2 and as determined by Engineer-in-Charge shall be 3% (Three percent only).

If the actual consumption is more than 103% of the theoretical consumption, then recovery at the penal rates for the quantity of cement beyond the limit of 103% of theoretical consumption shall be affected as per clause 2.3 above.

- 3.4 Unused quantity of cement shall be returned by the Contractor to the Owner's stores in good condition only.
- 3.5 The Contractor shall maintain a good store for storing cement issued to him. The flooring of the storage house, the clearances of cement bags from the side walls/ floor & stack height etc. shall be as instructed by the Engineer-in-Charge.
- 3.6 The contractor shall maintain a Cement Register in prescribed format and update the entries on daily basis.
- 3.7 The cement store shall be offered for inspection and verification by the Engineer-in-Charge or his authorized representative at any time when the Engineer-in-Charge feels the need to do so.
- 3.8 Empty cement bags shall be the property of the Contractor and shall have to be disposed off by him.

### 4.0 REINFORCEMENT STEEL BARS / STRUCTURAL STEEL / PLATES

In all cases where Reinforcement Steel Bars/ Structural Steel/ Plates is FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

- 4.1 The scrap allowance for the reinforcement bars/structural steel including steel plate issued by the Owner, shall be total 3% (2.5% accountable and 0.5% unaccountable) of the actual consumption as incorporated in the works.
- 4.2 All serviceable reinforcement bars/structural steel/steel plates shall be issued in available length/shapes/sizes and no claims for extra payment on account of issue of non-standard

lengths/shapes/sizes and bending etc. shall be entertained. Reinforcement bars and structural steel shall be issued on weight basis as per normal warehousing practice. In exceptional circumstances, the reinforcement bars/ structural steel, if issued on linear measurement, the IS coefficients for unit weight shall be considered. For the purpose of billing and accounting, only linear measurements shall be taken and weight shall be calculated as per IS coefficients in three decimals. The difference in unit weight as per IS and actual as issued, if any, shall be to Contractor's account and Contractor is deemed to have considered the same at the time of bidding.

**4.3** Reinforcement bars/structural steel/steel plates shall be issued only for those items where Owner's supply has been specifically mentioned in Schedule of Rates/ Scope of Supply. The storage of these items shall be done in such a way so as to avoid rusting/ damage to any kind to the materials.

**4.4** All reinforcement bars/structural steel (except M.S. Plates) in length of 2 meters and above shall be considered as serviceable materials provided the material is in good and acceptable condition. Reinforcement bars/structural steel section (except M.S. Plates) in lengths less than 2M shall be treated as scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

**4.5** For the purpose of accounting of the plates, all plates measuring not less than 1 Sq.m in area and having any dimensions not less than 200mm when returned to Owner's store, shall be considered as serviceable material. All other pieces shall be treated as wastage/scrap. The Contractor shall prepare a plate cutting diagram in such a way that the minimum scrap is generated. Also the cut plates should be used at proper places to reduce the scrap.

**4.6** The serviceable cut pieces as mentioned in 4.4 & 4.5 above shall be considered as unused material for reconciliation purpose.

**4.7** Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

## **5.0 PIPING MATERIALS**

In all cases where Piping Materials e.g. Pipes and Pipe fittings are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

**5.1** All serviceable pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape shall be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.

**5.2** The scrap allowance for pipes issued by the Owner shall be 3% (2.5% accountable + 0.5% unaccountable) of the actual consumption as incorporated in the works.

**5.3** All pipes in length of 2 meters and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer's name, heat number/batch number and test certificates). Pipes in lengths less than 2M shall be treated as scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

5.4 All unused/scrap pipes, valves, flanges, forged fittings like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores.

5.5 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

## 6.0 EQUIPMENTS/ INSTRUMENTS

In all cases where Equipments/ Instruments are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & reconciliation -

Various equipment/materials intended for the installation shall be received by Owner in unpacked, skid mounted, crated, packed or loose condition and shall be stored in the warehouses and open yards. In general, materials shall be issued to the Contractor in 'as received' condition. It shall be the Contractor's responsibility to draw, load and transport all materials from Owner's designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

## 7.0 CABLES

In all cases where Cables are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & appropriation /reconciliation -

7.1 All the surplus and serviceable cables out of the cables quantity (ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.

7.2 The Contractor shall be allowed a cutting/wastage allowance (accountable scrap) of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

7.3 All cables being returned to store should carry Aluminum sheet tags indicating the size & type of cable. Cables of less than 15 meters length shall be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and Category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.

The contractor shall strive to avoid generation of cut pieces of length 15m and above, as far as practicable, by effectively planning & executing the construction works.

7.4 While carrying out material appropriation with the Contractor, the above points shall be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity (ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on

Lot basis. Wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

## 8.0 LINE PIPES

In all cases where Line Pipes are FIM and supplied by EIL/owner, following methodology shall be adopted for issue & appropriation /reconciliation

8.1 All bare/ coated line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The serviceable line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape shall be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner's storage points after beveling, shall be considered as serviceable material provided:

- a) Corrosion Protection Coating is intact.
- b) Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorized inspector as per approved procedure.

All cut pieces of pipes measuring less than 2 M shall be treated as wastage/scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

8.2 For the purpose of accounting of bare/ coated line pipes, following allowances shall be permitted:

- |    |  |       |
|----|--|-------|
| a) | Unaccountable wastage  |       |
|    | - upto 100 Km  | 0.1%  |
|    | - 101 to 500 Km  | 0.07% |
|    | - beyond 500 Km  | 0.05% |
| b) | Scrap (All cut pieces of pipes measuring less than 2 Meter)                | 0.25% |
| c) | Serviceable materials (All cut pieces of pipe measuring 2 Meter and above) | 0.5%  |

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

8.3 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

## 9.0 OPTICAL FIBRE CABLE

In all cases where OFC is FIM and supplied by EIL/owner, following methodology shall be adopted for issue & appropriation /reconciliation -

9.1 For the purpose of accounting of optical fibre cable, all cut pieces measuring in length of 40 m and above when returned to Owner's storage points shall be treated as serviceable materials. All cut pieces of cable measuring less than 40 M shall be treated as scrap.

For the purpose of accounting of OFC (Optical Fibre Cable) following allowances shall be permitted:

a)	Unaccountable wastage	0.5%
b)	Scrap (All cut pieces of cables measuring less than 40 M)	0.25%
c)	Serviceable material (measuring 40m to 750m)	0.25%

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

Cables returned in original drum (measuring 750m and above) with Optical Time Domain Report (OTDR) shall be considered as unused material.

- 9.2 The contractor shall strive to avoid generation of cut pieces of length 40m and above, as far as practicable, by effectively planning & executing the construction works.
- 9.3 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

## 10.0 OFC JOINTING KITS

The Contractor shall make a schedule for use of Cable jointing kits and get the same approved from Engineer-in-charge. The quantity mentioned in this schedule shall be termed as 'planned' usage quantity which shall be issued to the Contractor. However, any jointing based on site requirements as decided by Engineer-in-charge shall be included in planned quantity.

Any unplanned jointing required to be carried out by the Contractor due to reasons not attributable to Owner/EIL shall be issued from spare quantity, if available with Owner. Such unplanned OFC Jointing Kits shall be charged from the contractor at penal rates as per clause 2.3 above.

Job Number: B903

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**SPECIFICATION  
FOR  
QUALITY MANAGEMENTSYSTEM**

**[ANNEXURE - VI TO SPECIAL CONDITIONS OF CONTRACT]**

बोलीकर्ता से गुणवत्ता प्रबंधन  
प्रणाली अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR QUALITY  
MANAGEMENT SYSTEM  
REQUIREMENTS FROM BIDDERS

2	12.06.20	General Revision	 QMS Standards Committee	 QMS Standards Committee	SKB	SKS
1	12.03.15	General Revision	QMS Standards Committee	QMS Standards Committee	MPJ	SC
0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convener	Standards Bureau Chairman
Approved by						

**Abbreviations:**

ISO	-	International Organization for Standardization
MR	-	Material Requisition
PO	-	Purchase Order
PR	-	Purchase Requisition
QMS	-	Quality Management System

**QMS Standards Committee**

**Convener:** Mr. S.K. Badlani

**Members:** Mr. Sanjay Mazumdar (Engg.)  
Mr. R.K. Singh (SCM)  
Mr. B. Biswas (SCM)  
Mr. Ravindra Kumar (Const.)  
Mr. Vinod Kumar (CQA)  
Mr. Swapnil Vaishnav (Projects)

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## **1.0 SCOPE**

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers / contractors after award of work / during contract execution.

## **2.0 DEFINITIONS**

### **2.1 Bidder**

For the purpose of this specification, the word “BIDDER” means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

### **2.2 Project Quality Plan**

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

### **2.3 Owner**

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

## **3.0 REFERENCE DOCUMENTS**

6-78-0002	Specification for Documentation Requirements from Contractors
6-78-0003	Specification for Documentation Requirements from Suppliers

## **4.0 QUALITY MANAGEMENT SYSTEM – GENERAL**

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 “Quality Management Systems – Requirements.” Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a certification agency. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER’S Quality Manual and PROJECT specific Quality Plan.

## **5.0 QUALITY SYSTEM REQUIREMENTS**

**5.1** BIDDER shall prepare and submit for review / record, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER’S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER’S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production / manufacturing, preservation, packaging and storage, quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

- 5.2** BIDDER shall identify all specified or implied statutory and regulatory requirements and communicate the same to all concerned in his organization and his sub contractor's organization for compliance.
- 5.3** BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.
- 5.4** BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:
- Resources
  - Product / deliverable characteristics to be controlled.
  - Process characteristics to ensure the identified product characteristics are realized
  - Identification of any measurement requirements, acceptance criteria
  - Records to be generated
  - Need for any documented procedure
- The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL / Owner for review / approval, before commencement of work.
- 5.5** Requirements for sub-ordering of outsourced items / sub-contracting / purchasing of services specified in MR / contract / tender shall be adhered to. In general all outsourced items will be from approved vendors of EIL. Wherever requirements are not specified, or approved sub vendors do not exist, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements in concurrence with EIL / Owner. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.
- 5.6** BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable
- a) the availability of information that describes the characteristics of the product
  - b) the availability of work instructions
  - c) the use of suitable equipment
  - d) the availability and use of monitoring and measuring devices
  - e) the implementation of monitoring and measurement
  - f) the implementation of release, delivery and post-delivery activities
- 5.7** BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.
- 5.8** BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.

- 5.9** BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product. If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.
- 5.10** BIDDER shall ensure the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the MR/ tender shall be adhered to.
- 5.11** BIDDER shall establish system to ensure that inspection and testing activities are carried out in line with requirements. Where necessary, measuring equipment shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipment shall be protected from damage during handling, maintenance and storage.
- 5.12** BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.
- 5.13** BIDDER shall monitor and measure the characteristics of the product / deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the approved ITPs or ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.
- 5.14** BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery
- 5.15** All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective actions shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur. The BIDDER shall take appropriate actions to address the Risks and Opportunities in the project.
- 5.16** All deficiencies noticed and reported by EIL / Owner shall be analyzed by the BIDDER and appropriate corrective actions shall be implemented. BIDDER shall intimate EIL / Owner of all such corrective action implemented by him.
- 5.17** BIDDER should follow the standards, specifications and approved drawings. Concessions / Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession / deviation request must be made by the BIDDER through online system of EIL eDMS. URL of EIL eDMS is <http://edocx.eil.co.in/vportal>.
- 5.18** BIDDER shall have documented procedure for control of documents.
- 5.19** All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.

## **6.0 AUDITS**

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be available with bidder for scrutiny by EIL / Owner. EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above, EIL, Owner and third party appointed by EIL / Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

## **7.0 DOCUMENTATION REQUIREMENTS**

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner/ TPIA, as applicable.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan / Quality Assurance Plan
- Job specific Inspection Test Plans, if not attached with PR
- Job Procedures
- Inspection / Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project.

- Quality Manual
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers,
- Project QMS audit report
- Technical audit reports for the project
- Corrective action report on the audits

Documents as specified above are minimum requirements. BIDDER shall submit any other document / data required for completion of the job as per EIL / Owner instructions.

# **HSE MANAGEMENT & OTHER SAFETY REQUIREMENTS**

**[ANNEXURE - VII TO SPECIAL CONDITIONS OF CONTRACT]**

निर्माण स्थल पर स्वास्थ्य, सुरक्षा एवं  
पर्यावरण प्रबंधन हेतु मानक विनिर्देश

STANDARD SPECIFICATION FOR  
HEALTH, SAFETY & ENVIRONMENTAL  
MANAGEMENT AT  
CONSTRUCTION SITES

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**Abbreviations:**

AERB	:	Atomic Energy Regulatory Board
ANSI	:	American National Standards Institute
BARC	:	Bhabha Atomic Research Centre
BS	:	British Standard
BOCW	:	Building and other construction workers
BOO/BOOT	:	Build, Own, Operate/Build, Own, Operate, Transfer
EIL	:	Engineers India Limited
EIC	:	Engineer In charge
ELCB	:	Earth Leakage Circuit Breaker
EPC	:	Engineering, Procurement and Construction
EPCC	:	Engineering, Procurement, Construction and Commissioning
ESI	:	Employee State Insurance
GCC	:	General Conditions of Contract
GM	:	General Manager
GTAW	:	Gas Tungsten Arc Welding
HOD	:	Head of Department
HSE	:	Health, Safety & Environment
HIRAC	:	Hazard, Identification Risk Assessment & Control
HMV	:	Heavy Motor Vehicle
HV	:	High Voltage
IS	:	Indian Standard
ISO	:	International Organization for Standardization
IE	:	Indian Electricity
LTI	:	Lost Time Injuries
LMV	:	Light Motor Vehicle
LOTO	:	Lock Out & Tag Out
LPG	:	Liquefied Petroleum Gas
LSTK	:	Lump Sum Turn Key
MV	:	Medium Voltage
OH&S	:	Occupational Health and Safety
OISD	:	Oil Industry Safety Directorate
PPE	:	Personal Protective Equipment
PUC	:	Pollution Under Control
RC	:	Registration Certificate
RCCB	:	Residual Current Circuit Breaker
RCM	:	Resident Construction Manager or Site-in-Charge, as applicable
SCC	:	Special Conditions of Contract
SLI	:	Safe Load Indicator
SWL	:	Safe Working Load
TPI	:	Third Party Inspection
TBT	:	Tool Box Talks

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## 1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied by Contractors/Vendors including their sub-contractors/sub vendors during construction.

This specification is not intended to replace the necessary professional judgment needed to design & implement an effective HSE system for construction activities and the contractor is expected to fulfill HSE requirements in this specification as a minimum. It is expected that contractor shall implement best HSE practices beyond whatever are mentioned in this specification.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s)/ Legislations, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Job (Technical) Specifications. Where different documents stipulate different requirements, the most stringent shall apply.

## 2.0 REFERENCES

The document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers Act, (Refer Appendix-D)
- Indian Factories Act,(Refer Appendix-D)
- Job (Technical) specifications
- Relevant International/ National Codes (refer Appendix-A for standards/codes on HSE)
- Relevant State & National Statutory requirements.
- Operating Manuals Recommendation of Manufacturer of various construction Machineries
- Occupation Health and Safety Management System (OHSAS 18001:2007/ISO 45001) and Environmental Management System (ISO 14001:2015)

## 3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENTAL (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS

### 3.1 Management Responsibility

#### 3.1.1 HSE Policy & Objectives

The Contractor should have a documented and duly approved HSE policy & objectives to demonstrate commitment of their organization to ensure health, safety and environmental aspects in their line of operations.

The Contractor's senior management shall provide strong visible leadership and continuously demonstrate commitment to develop, operate and maintain, review and continually improve a HSE culture at site which empowers individuals to take responsibility for their safety and embrace and accept nothing but responsible HSE behaviour.

Contractor shall refer in clause No. 3.3.23 for Key Performance Indicator (KPI).

#### 3.1.2 Management System

The HSE management system of the Contractor shall cover the HSE requirements & commitments to fulfill them, including but not limited to what have been specified under clauses 1.0 and 2.0 above. The Contractor shall obtain the approval of its site specific HSE Plan from EIL/ Owner prior to commencement of any site works. Corporate as well as Site management of the Contractor shall ensure compliance of their HSE Plan at work sites in its entirety in true spirit.

#### 3.1.3 Indemnification

Contractor shall indemnify & hold harmless, Owner/EIL & their representatives, free from any and all liabilities arising out of non-fulfillment of HSE requirements or its consequences.

### 3.1.4 Deployment & Qualifications of Safety Personnel

The Contractor shall designate/deploy various categories of HSE personnel at site as indicated below insufficient number. In no case, deployment of safety Supervisor / Safety Steward shall substitute deployment of Safety Officer / Safety Engineer what is indicated in relevant statute of BOCW Act i.e. deployment of safety officer/Safety Engineer is compulsory at project site. The Safety supervisors, Safety stewards/Observer etc. would facilitate the HSE tasks at grass root level for construction sites and shall assist Safety Officer /Engineers.

Contractor shall appoint safety personnel as given below for every work shift:

- (i) Safety Observer/Steward: Contractor shall depute one Safety Observer/Steward for every 100 workers or part thereof
- (ii) Safety Supervisor: In addition to above(i), contractor shall depute one Safety Supervisor for every 250 workers or part thereof
- (iii) Safety Engineer: In addition to above (i&ii), one safety engineer/ officer for every 1000 workers or part thereof.

Contractor shall intimate/obtain prior permission from EIC before demobilizing any safety personnel. The Contractor shall mobilize suitable safety personnel as replacement.

#### a) Safety Steward/Observer

As a minimum, he shall possess class XII pass certificate and trained in fire-fighting as well as in safety/occupational health related subjects, with minimum two year of practical experience in construction work environment and should have adequate knowledge of the local language spoken by majority of the workers at the construction site.

#### b) Safety Supervisor

As a minimum, he shall possess a recognized graduation Degree in Science (with Physics & Chemistry) or a Diploma in Engg. Or Tech. with minimum Two years of practical experience in construction work environment and should possess requisite skills to deal with construction safety & fire related day-to-day issues.

#### c) Safety Officer / Safety Engineer

Safety Officer/Engineer should possess following qualification & experience:

- (i) Recognized degree in any branch of Engg. or Tech. or Architecture with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than two years, **or** possessing recognized diploma in any branch of Engg. or Tech with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than five years.
- (ii) Recognized degree or one year diploma in Industrial safety (from any Indian Institutes recognized by AICTE or State Council of Tech. Education of any Indian State/Union territory) with at least one paper in construction safety (as an elective subject).
- (iii) Preferably have adequate knowledge of the language spoken by majority of the workers at the construction site.

Alternately

- (i) Person possessing Graduation Degree in Science with Physics **or** Chemistry and degree or one year diploma in Industrial Safety (from any Indian institutes recognized by AICTE or State Council of Tech. Education of any Indian State/ Union Territory) with practical experience of working in a building, plant or other construction works (as Safety Officer, in line with Indian Factories Act, 1948) for a period of not less than five years, may be considered as Safety Officer.

d) HSE In-Charge

In case there is more than one Safety Officer at any project construction site, one of them, who is senior most by experience (in HSE discipline), may be designated as HSE In-Charge. Duties & responsibilities of such person shall be commensurate with that of relevant statute and primarily to coordinate with top management of EIL/Client and contractors.

In case the statutory requirements i.e. State or Central Acts and / or Rules as applicable like the Building and Other Construction Workers' Regulation of Employment and Conditions of Service- Act, 1996 or State Rules (wherever notified), the Factories Act, 1948 or Rules (wherever notified), etc. are more stringent than above clarifications, the same shall be followed.

Contractors shall ensure physical availability of safety personnel at the place of specific work location, where Hot Work Permit is required/granted. No work shall be started at any of the project sites until above safety personnel & concerned Site Engineer of Contractor are physically deployed at site. The Contractor shall submit a HSE Organogram clearly indicating the lines of responsibility and reporting system and elaborate the responsibilities of safety personnel in their HSE Plan.

Upon fulfilling the basic requirement of qualification and relevant experiences, the performance of contractor HSE personnel's is to be monitored.

The good performing contractor's HSE personnel at site shall be rewarded upon assessment of performance by EIL/Owner. The non-performing HSE personnel shall be counselled by EIL/Owner & suitable action may be taken for suspension from site for 3-6 days. Contractor shall arrange training for non performing HSE personnel.

HSE In-Charge of the contractor shall be given the status at par with the other heads of department and shall report to Head of Project.

The Contractor shall verify & authenticate credentials of such safety personnel and furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel as above for EIL/Owner's approval, at least 1 month before the mobilization. The Contractor, whenever required, shall arrange submission of original testimonials/certificates of their Safety personnel, to EIL/Owner (for verification/scrutiny, etc.)

Imposition/ Realization of penalty shall not absolve the Contractor from his/her responsibility of deploying competent safety officer at site.

Adequate planning and deployment of safety personnel shall be ensured by the Contractor so that field activities do not get affected because of non-deployment of competent & qualified safety personnel in appropriate numbers.

### 3.1.5 Implementation, Inspection/Monitoring

- a) The Contractor shall be fully responsible for planning, reporting, implementing and monitoring all HSE requirements and compliance of all laws & statutory requirements.
- b) The Contractor shall also ensure that the HSE requirements are clearly understood & implemented conscientiously by their site personnel at all levels at site.
- c) The Contractor shall ensure physical presence of their field engineers / supervisors, during the continuation of their contract works / site activities including all material transportation activities. Physical absence of experienced field engineers / supervisors of Contractor at critical work spot during the course of work may invite halting / stoppage of work.
- d) The Contractor shall regularly review inspection report internally and implement all practical steps / actions for improving the status continuously.
- e) Contractor skilled workmen like riggers, scaffold erectors, welders, crane operators etc. should have sufficient past experience and skill on the relevant job.
- f) The Contractor shall ensure important safety checks right from beginning of works at every work site locations and to this effect format No. HSE-10 "Daily Safety Check List" shall be prepared by field engineer & duly checked by safety personnel for conformance.
- g) The Contractor shall carry out inspection to identify various unsafe conditions of work sites/machinery/equipment's as well as unsafe acts on the part of workmen/supervisor/engineer while carrying out different project related works.
- h) Adequate records for all inspections shall be maintained by the Contractor and the same shall be furnished to EIL/Owner, whenever sought.
- i) To demonstrate involvement/commitment of site management of Contractor, at least one Monthly Safety Walk through in a month shall be carried out by Contractor's head of site (along with his area manager/field engineers) and a report shall be furnished to EIL/Owner as per format No: HSE-1" Safety walk through report" followed by compliance for unsatisfactory remarks.
- j) As a general practice lifting tools/tackles, machinery, accessories etc. shall be inspected, tested and examined by competent person (approved by concerned State authorities) before being used at site and also at periodical interval (e.g. during replacement, extension, modification, elongation/reduction of machine/parts, etc.) as per relevant statutes. Hydraulic Mobile Crane, cranes, lifting machinery, mobile equipment's/ machinery/ vehicles, etc. shall be inspected regularly by only competent / experienced personnel at site and requisite records for such inspections shall be maintained by contractor. Contractor shall also maintain records of maintenance of all other site machinery (e.g. generators, rectifiers, compressors, cutters, etc.) & portable tools/equipment's being used at project related works (e.g. drills, abrasive wheels, punches, chisels, spanners, etc.). The Contractor shall not make use of arbitrarily fabricated 'derricks' at project site for lifting/ lowering of construction materials.
- k) Site facilities /temporary. installations, e.g. batching plant, cement godown, DG-room, temporary electrical panels/distribution boards, shot-blasting booth, fabrication yards, etc. and site welfare facilities, like labour colonies, canteen/pantry, rest-shelters, motor cycle/bicycle-shed, First-aid centers, urinals/toilets, etc. should be periodically inspected by Contractor (preferably utilizing HR/Admin. personnel to inspect site welfare facilities) and records to be maintained.

### 3.1.6 Behaviour Based Safety

- a) The contractor shall develop a system to implement Behavior-Based Safety (BBS) through which work groups can identify, measure and change the behaviors of employees and workers towards construction safety aspects.
- b) The BBS process shall include the following:
  - Identify the behaviors critical to achieve required safety performance.
  - Communicate the behaviors and how they are performed correctly by all
  - Observe the work force and record safe/at risk behaviors. Intervene with workers to give positive reinforcement when unsafe behaviors are observed. Provide coaching/correction when at risk behaviors are observed
  - Collect and record observation data
  - Summarize and analyze observation data
  - Communicate observation data and analysis results to all employees
  - Provide recognition or celebrate when safe behavior improvements occur
  - Change behaviors to be observed or change activators or change consequences as appropriate.
  - Communicate any changes to workforce
- c) Contractor through its own HSE committee shall implement the above process.
- d) The necessary procedures and Monthly reporting formats shall be developed by the contractor for approval by EIL/Owner.
- e) The HSE committee of contractor shall observe individual's behavior for safe practices adapted for utilization/execution of work for followings a minimum:-
  - PPE
  - Tools & equipment's
  - Hazard Identification & control
  - House keeping
  - Confined space entry
  - Hot works
  - Excavation
  - Loading & unloading
  - Work at height
  - Stacking & storage
  - Ergonomics
- f) EIL/Owner and Contractor's site staff at all levels shall monitor the behavior of contractor employees that create and/or contribute to the unsafe situations at work place.
- g) Contractor shall arrange Behavior Based safety (BBS) training of their employees at site on yearly basis.

### 3.1.7 Awareness and Motivation

- a) The Contractor shall promote and develop awareness on Health, Safety and Environmental protection among all personnel working for the Contractor.
- b) The contractor shall display safety statistics board at all prominent location. Also shall provide dedicated notice board for displaying of safety alerts or any other safety related notices for awareness site workforces.
- c) Regular awareness programs and fabrication shop/work site meetings at least on monthly basis shall be arranged on HSE activities to cover hazards/risks involved in various operations during construction.
- d) Contractor's workmen & supervisory staff shall participate in common Tool Box Meeting as & when organized/required at site to avoid any incident/accident or occupational disease arising out of multidisciplinary jobs/activities being performed by various contracting agencies in the same location at different elevation.

- e) Contractor to motivate & encourage the workmen & supervisory staff by issuing/ awarding them with tokens/ gifts/ mementos/ monetary incentives/ certificates etc. The motivational program shall be organized on regular basis.
- f) Contractor shall assess & recognize the behavioral change of its site engineers / supervisors periodically and constantly motivate / encourage them to implement HSE practices at project works
- g) Life Saving Rules (refer Appendix-I for details) are to be displayed at prominent location of site.

### 3.1.8 Fire Prevention & First-Aid

The Contractor shall deploy First aider & suitable First-aid measures such as First Aid Box (Refer Appendix-B for details), stand-by Emergency Vehicle. Additionally separate ambulance with trained personnel/male or female nurse to administer First Aid shall be provided by the Contractor beyond deployment of 500 workmen during day/night working hours.

- a) The Contractor shall arrange installation of fire protection measures such as adequate number of steel buckets with sand & water and adequate number of appropriate portable fire extinguishers (Refer Appendix-C for details) to the satisfaction of EIL/Owner.
- b) The Contractor shall arrange EMERGENCY MOCK DRILL like fire, bomb threat, gas leakage, earth quake, etc. at each site at least once in three months, involving site workmen and site supervisory personnel & engineers. The Contractor shall maintain record of such mock drills at project site.
- c) The contractor shall require to tie-up with the hospitals located in the neighborhood for attending medical emergency.

### 3.1.9 Documentation

The Contractor shall evolve a comprehensive, planned and documented system covering the following as a minimum for implementation and monitoring of the HSE requirements and the same shall be submitted for approval by owner/EIL.

- HSE Organogram
- Site specific HSE Plan
- Safety Procedures, forms and Checklist. Indicative list of HSE procedures is attached as Appendix :H
- Inspections and Test Plan
- Risk Assessment & HIRAC for critical works.
- HIRAC Register as per Format no: HSE-19 to identify, assess, analyze & mitigate the construction hazards& incorporate relevant control measures before actually executing site works.
- Environmental Aspect Impact Register as per Format no: HSE-18 (identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures).
- Legal Register to identify and comply to all applicable HSE related legal requirements.

The monitoring for implementation shall be done by regular inspections and compliance of the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/office, if applicable. However, compliance of HSE requirements shall be the responsibility of the Contractor. Any review/approval by EIL/Owner shall not absolve contractor of his responsibility/liability in relation to fulfilling all HSE requirements.

### 3.1.10 Audit

Safety Audit shall be conducted at initial stage by EIL/Owner to understand the readiness to start the job after mobilization of contractor's RCM at site& Suitable action shall be taken by contractor to comply the audit observation(s).

The Contractor shall submit an Audit Plan to EIL/Owner indicating the type of audits covering following as minimum:

- a) Internal HSE audits regularly on six monthly basis by engaging internal qualified auditors (viz. safety officers/Construction personnel having 5years experience in construction safety and Lead Auditor Course: OHSAS 18001/ISO 45001 certification). However, minimum two internal HSE audit will have to be conducted irrespective of time period of the contract.
- b) External HSE audits regularly on yearly basis by engaging authorized auditing agencies (viz. National Safety Council etc.) or qualified external auditors (viz safety officers/Construction personnel having 10years experience in construction safety and Lead Auditor Course: OHSAS 18001/ISO 45001 certification). However, minimum one external HSE audit will have to be conducted irrespective of time period of the contract.
- c) EIL/Owner may participate in Opening and closing meeting of external audits and provide inputs to the external auditor. Outcome of external audit shall be discussed during HSE Meeting with EIL/Owner.

All HSE shortfalls/ non-conformances on HSE matters brought out during review/audit, shall be resolved forthwith (generally within a week) by Contractor & compliance report shall be submitted to EIL/Owner.

In addition to above audits by contractor, the contractor's work shall be subjected to HSE audit by EIL/Owner at any point of time during the pendency of contract. The Contractor shall take all actions required to comply with the findings of the Audit Report and issue regular Compliance Reports for the same to OWNER/ EIL till all the findings of the Audit Report are fully complied.

Failure to carry-out HSE Audits & its compliance (internal & external) by Contractor, shall invite penalization.

### 3.1.11 Meetings

- i. The Contractor shall ensure participation of his top most executive at site (viz. Resident Construction Manager / Resident Engineer/ Project Manager / Site-in-Charge) along with safety officer in Safety Committee/HSE Committee meetings arranged by EIL/Owner usually on monthly basis or as and when called for. In case Contractor's top most executive at site is not in a position to attend such meeting, he shall inform EIL/Owner in writing before the commencement of such meeting indicating reasons of his absence and nominate his representative – failure to do so may invite very stringent penalization against the specific Contractor, as deemed fit as per Contract. The obligation of compliance of any observations during the meeting shall be always time bound. The Contractor shall always assist EIL/Owner to achieve the targets set by them on HSE management during the project implementation.
- ii. In addition, the Contractor shall also arrange internal HSE meetings chaired by his top most executive at site on fortnightly basis and maintain records. Such internal HSE meetings shall essentially be attended by field engineers / supervisors including safety personnel of the Contractor and its associates. Records of such internal HSE meetings shall be maintained by the Contractor for review by EIL/Owner or for any HSE Audits.
- iii. Agenda of internal HSE meeting should broadly cover: -
  - a) Confirmation of record notes /minutes of previous meeting
  - b) Discussion on outstanding subjects of previous points / subjects, if any
  - c) Incidents / Accidents (of all types) at project site, if any
  - d) Current topics related to site activities / subjects of discussion
  - e) House keeping
  - f) Behavioral Safety
  - g) Information / views / deliberations of members / site sub-contractors
  - h) Report from Owner / Client
  - i) Status of Safety awareness, Induction programs & Training programsThe time frame for such HSE meeting shall be religiously maintained by one and all.

### 3.1.12 Intoxicating drinks & drugs and smoking

- The Contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force.
- The Contractor shall not allow any workman to commence any work at any locations of project activity who is/are influenced / effected with the intake of alcohol, drugs or any other intoxicating items being consumed prior to start of work or working day.
- Awareness about local laws on this issue shall form part of the Induction Training and compulsory work-site discipline.
- The Contractor shall ensure that all personnel working for him comply with "No-Smoking" requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the project / plant complex.
- Smoking shall be permitted only inside smoking booths, if any, exclusively designated & authorized by the Owner/EIL.

### 3.1.13 Penalty

The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliances and also for repeated failure in implementation of any of the HSE provisions, EIL/Owner may impose stoppage of work without any cost & time implication to the Owner and/or impose a suitable penalty.

The amount of penalty to be levied against defaulted Contractor shall be up to a cumulative limit of

2.0% (Two percent) of the contract value for Item Rate or Composite contracts with an overall ceiling of 1,00,00,000(Rupees One Crore).

0.5% (Zero decimal five percent) of the contract value for LSTK, OBE, EPC,BOO/BOOT, EPCC or Package contracts with an overall ceiling of 10,00,00,000(Rupees Ten Crores.)

This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with EIL/Owner. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner.

The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

Sl. No.	Violation of HSE Norms	Penalty Amount
1.	For not using personal protective equipment like Helmet, Safety Shoes, and other safety gadgets as applicable as per nature of work.	Rs.500/- per day/Item / Person
2.	Working without Work Permit/Clearance	Rs.20,000/- per occasion
3	Execution of work without deployment of requisite field engineer / supervisor at work spot	Rs.5,000/- per violation per day
4.	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/cables on the roads, electrical jobs by incompetent person, etc.)	Rs.10,000/- per item per day

Sl. No.	Violation of HSE Norms	Penalty Amount
5.	Working at height without full body harness, using non-standard/ rejected scaffolding and not arranging fall protection arrangement as required, like hand-rails, life-lines, Safety Nets etc.	Rs.10,000/- per case per day
6.	Unsafe handling of compressed gas cylinders (No trolley, jubilee clips double gauge regulator, and not keeping cylinders vertical during storage/handling, not using safety cap of cylinder).	Rs.1,000/- per item per day
7.	Use of domestic LPG for cutting purpose / not using flash back arresters on both the hoses/tubes on both ends.	Rs.5,000/-per occasion
8.	No fencing/barricading of excavated areas / trenches.	Rs.5,000/- per occasion
9.	Not providing shoring/strutting/proper slope and not keeping the excavated earth at least 1.5M away from excavated area.	Rs.5,000/-per occasion
10.	Non display of scaffold tags, caution boards on erected scaffolds.	Rs.1,000/- per occasion per day
11.	Traffic rules violations like over speeding of vehicles, rash driving, talking on mobile phones during vehicle driving, wrong parking, not using seat belts, vehicles not fitted with reverse horn / warning alarms / flicker lamps during foggy weather.	Rs.3,000/-per occasion per day
12.	Absence of Contractor's RCM/SIC or his nominated representative (prior approval must be taken for each meeting for nomination) from site HSE meetings whenever called by EIL/Owner& failure to nominate his immediate deputy for such HSE meetings.	Rs.10,000/- per meeting
13.	Failure to maintain HSE records by Contractor Safety personnel, in line with approved HSE Plan/Procedures/Contract specifications.	Rs.10,000/- per month
14.	Failure to conduct daily site safety inspection (by Contractor's Site Engineer & safety officer), internal HSE meeting, internal HSE Awareness/Motivation Program and Site HSE Training at predefined frequencies (as approved in HSE Plan).	Rs.10,000/- per occasion
15.	Failure to fill online/submit the monthly HSE report by 5 <sup>th</sup> of subsequent month to Engineer-in-Charge/ Owner	Rs10,000/-per occasion and Rs.1,000/-per day of further delay
16.	Poor House Keeping	Rs.5,000 /- per occasion per subject
17.	Failure to report & follow-up accident (including Near Miss) reporting system within specific time-frame.	Rs.20,000/- per occasion
18.	Degradation of environment (not confining toxic spills, spilling oil/lubricants onto ground)	Rs.10,000/- per occasion

Sl. No.	Violation of HSE Norms	Penalty Amount
19.	Not medically examining the workers before allowing them to work at height / to work in confined space / to work in shot-blasting / to work for painting / to work in bitumen or asphalt works, not providing ear muffs while allowing them to work in noise polluted areas, made them to work in air polluted areas without respiratory protective devices, etc.	Rs.5,000/- per occasion per worker
20.	Violation of any other safety condition as per job HSE plan / work permit and HSE conditions of contract (e.g.using crowbar on cable trenches, improper welding booth, not keeping fire extinguisher ready at hot work site, unsafe rigging practices, non-availability of First-Aid box at site, not providing dead man handle switch for blasting, whiplash arrestor for the compressor line, not using hood with respiratory devices by blaster for shot//grit blasting, etc.)	Rs.5,000/- per occasion
21.	Penalty for non-deployment of ambulance in case of man-power more than 500 or not providing dedicated emergency vehicle in case of man-power less than 500.	Rs.3,000 per day
22.	Failure to carry-out Safety audit in time (internal & external),close-out of identified shortfalls of Observations of Safety Aspects(OSA),etc.	Rs.20,000/- per occasion (for internal audit &OSA). Rs.30,000/-per occasion for external audit
23.	Carrying out sand blasting instead of grit/shot blasting	Rs.50,000/- per day
24.	Failure to deploy adequately qualified and competent Safety Officer	Rs.10,000/- per day per Officer
25.	Utilization of Hydraulic Mobile Crane /back-hoe loader for material shifting or any other unauthorized /unsafe lifting works	Rs.25,000/- per occasion
26.	Any Fatal Accident	Rs.10,00,000/-per fatality
27.	Any violation not covered above	To be decided by EIL/Owner.

Note: Penalty amount deducted from the contractor shall be utilized by owner/EIC for the promotion of the safety during the currency of the project.

The Contractor shall make his field engineers/supervisors fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements. Safety lapses / defects of project construction site shall be attributable to the concerned job supervisor / engineer of the Contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor / engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with information to EIL & Owner) by the concerned Contractor.

Contractor shall initiate verbal warning shall be given to the worker/employee during his first HSE violation. A written warning shall be issued on second violation and specific training shall be arranged / provided by the Contractor to enhance HSE awareness/skill including feedback on the mistakes/ flaws. Any further violation of HSE stipulations by the erring individuals shall call

for his forthright debar from the specific construction site. A record of warnings for each worker/employee shall be maintained by the Contractor, like by punching their cards / Gate passes or by displaying their names at the Project entry gate. Warnings, penalizations, appreciations etc. shall be discussed in HSE Committee meetings by site Head of the Contractor.

### 3.1.14 Accident/ Incident investigation

All accidents/incidents shall be informed to EIL/Owner at least telephonically by Contractor immediately and in writing within 24 hours on Format No. HSE-2 as applicable, by Contractor. Thereafter, a Supplementary Accident/Incident investigation Report on Format No. HSE-3 shall be submitted to EIL/Owner within 72 hours. Near Miss incident(s), Dangerous accidents/incident shall also be reported on Format No. HSE-4 within 24 hours. The accident/incident shall be investigated by a team of Contractor's senior Site personnel (involving Site-in-Charge or at least by his deputy) for establishing root-cause and recommending corrective & preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to EIL/Owner. Owner/EIL shall have the liberty to independently investigate such occurrences and the Contractor shall extend all necessary help and cooperation in this regard. EIL/Owner shall have the right to share the content of this report with the outside world.

## 3.2 House Keeping

The Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter-alia; the followings:

- a) All surplus earth and debris are removed/disposed-off from the working areas to designated location(s).
- b) Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identify location(s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- d) Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete, chips and bricks etc. shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Protective measures to be ensured with projected rebar by suitable means.
- j) Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant area/ or these materials shall be transported with top surface wet.
- k) The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.
- l) At least two exits for any unit area shall be assured at all times – same arrangement is preferable for digging pits/ trench excavation/ elevated work platforms/ confined spaces etc.
- m) Welding cables and the power cable must be segregated and properly stored and used. The same shall be laid away from the area of movement and shall be free from obstruction.
- n) Upkeep/cleaning of site to be carried out on regular basis by the contractor. Contractor shall earmark the area for waste/scrap disposal and ensure that all waste/scrap arising out of the day's work is properly disposed to the earmarked area.
- o) Hazardous waste shall be segregated and shall be kept separately at designated place.
- p) Contractor shall present the status of housekeeping in HSE meeting.

The Contractor shall carry-out regular checks (minimum one per fortnight) as per format No. HSE-11 for maintaining high standard of housekeeping and maintain records for the same. The Contractor shall provide supervisor for housekeeping exclusively for management of day-to-day housekeeping activities.

### 3.3 HSE Measures

#### 3.3.1 Construction Hazards

The Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures. Contractor shall carry out HIRAC specifically for high risk jobs/critical jobs like

- a) Working at height (+2.0 Mts height) for cold (incl. colour washing, painting, insulation etc.) & hot works.
- b) Work in confined space,
- c) Deep excavations & trench cutting (depth > 2.0 mts.)
- d) Operation & Maintenance of Batching Plant.
- e) Shuttering / concreting (in single or multiple pour) for columns, parapets & roofs.
- f) Erection & maintenance of Tower Crane.
- g) Erection of structural steel members / roof-trusses / pipes at height more than 2.0 Mts. with or without crane.
- h) Erection of pipes (full length or fabricated) at height more than 2.0 Mts. height with Crane of 100T capacity.
- i) All lifts using 100T Crane plus mechanical pulling.
- j) All lifts using two cranes in unison (Tandem Lifting).
- k) Any lift exceeding 80% capacity of the lifting equipment's (Hydraulic Mobile Crane, crane etc.).
- l) Laying of pipes (isolated or fabricated) in deep narrow trenches – manually or mechanically.
- m) Maintenance of crane / extension or reduction of crane-boom on roads or in yards.
- n) Erection of any item at >2.0 Mts. height using 100T crane or of higher capacity
- o) Hydrostatic test of pipes, vessels & columns and water-flushing.
- p) Radiography jobs (in-plant & open field)
- q) Work in Live Electrical installations / circuits
- r) Handling of explosives & Blasting operations
- s) Demolishing/ dismantling activities
- t) Welding/ gas cutting jobs at height (+2.0 Mts.)
- u) Lifting/placing roof-girders at height(+2.0 Mts.)
- v) Lifting & laying of metallic / non-metallic sheet over roof/structures.
- w) Lifting of pipes, gratings, equipment's/vessels at heights (+2.0 Mts.) with & without using cranes
- x) Calibration of equipment, instruments and functional tests at yards / work-sites.
- y) Operability test of Pump, Motors (after coupling) & Compressors.
- z) Cold or Hot works inside Confined Space.
- aa) Transportation & shifting of ODC consignments into project areas.
- bb) Working in "Charged/Live" elect. Panels
- cc) Stress Relieving works (Electrically or by Gas-burners).
- dd) Pneumatic Tests
- ee) Card board blasting
- ff) Grit Blasting activity
- gg) Catalyst loading/unloading
- hh) Erection/dismantling of scaffolding
- ii) Chemical cleaning

The necessary HSE measures devised shall be put in place, prior to start of an activity & also shall be maintained during the course of works, by the Contractor. Copies of such HIRAC shall be kept available at work sites by the Contractor to enable all concerned carrying out checks / verification.

A list of typical construction hazards along with their effects & preventive measures is given in **Appendix-E**.

### 3.3.2 Accessibility

- h) The Contractor shall provide safe means of access (in sufficient numbers) & efficient exit to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen and EIL/Owner.
- i) The Contractor shall implement use of all measures including use of "life line", "fall-arresters", "retractable fall arresters", "safety nets" etc. during the course of using all safe accesses & exits, so that in no case any individual remains at risk of slip & fall during their travel.
- j) A ladder or step-ladder must have a level and firm footing, in case of use of fixed ladders, sufficient foot hold and hand hold to be provided.
- k) The access to operating plant / project complex shall be strictly regulated. Any person or vehicle entering such complex shall undergo identification check, as per the procedures in force / requirement of EIL/Owner.
- l) Accessibility to 'confined space' shall be governed by specific system / regulation, as established at project site.

### 3.3.3 Personal Protective Equipment (PPEs)

- a) The Contractor workmen shall be permitted entry inside the project premises only with proper PPEs.
- b) The Contractor shall ensure that all their staff, workers and visitors including their sub-contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head & sweat band with ¾" cotton chin strap (made of industrial HDPE), High ankle safety shoes with steel toe cap and antiskid sole, Coverall, full body harness (CE marked and conforming to EN361), protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications/CE or other applicable international standards. The Contractor shall implement a regular regime of inspecting physical conditions of the PPEs being issued / used by the workmen of their own & also its sub-agencies and the damaged / unserviceable PPEs shall be replaced forthwith.
- c) Owner/EIL may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the owner/EIL and shall choose colour other than white (for Owner) or blue (for EIL). All HSE personnel shall preferably wear dark green band on their helmet or green color safety helmet so that workmen can approach them for guidance during emergencies. HSE personnel shall preferably wear such dresses with fluorescent stripes, which are noticeable during night, when light falls on them.
- d) Florescent jackets with respective company logo to be worn by the contractor workmen with different color coding for categories like supervisor and workmen.
- e) Workers required using or handling alkalis, acid or other similar corrosive substance at site shall be provided with appropriate protective equipment, in accordance with MSDS.
- f) For shot blasting, the usage of protective face shield and helmets, gauntlet and protective clothing is mandatory. Such protective clothing should conform relevant IS Specification.
- g) For off-shore jobs/contracts, contractor shall provide PPEs (new) of all types to EIL & Owner's personnel, at his (contractor's) cost. All personnel shall wear life jacket at all time.
- h) An indicative list of HSE standards/codes is given under **Appendix-A**.

- i) Contractor shall ensure procurement & usage of following safety equipment's/ accessories (conforming to applicable IS mark / CE standard) by their staff, workmen & visitors including their subcontractors all through the span of project construction / pre-commissioning/ Commissioning:-
- i. PPEs (Helmet with company name/logo, Safety Goggles, Coverall, Ear-muff, Face Shield, Hand Gloves, High Ankle Safety Shoes, Gum Boot etc.)
  - ii. Barricading tape / warning signs
  - iii. Rechargeable Safety torch (flame-proof)
  - iv. Safety nets (with tie-chords)
  - v. Fall arresters
  - vi. Emergency Man-basket/rescue kit for height works
  - vii. Portable ladders (varying lengths)
  - viii. Life-lines (steel wire-rope, dia. not less than 8.0 mm)
  - ix. Full body double lanyard Safety harness with Rebar/ladder hook or scaffolding hook.
  - x. Lanyard
  - xi. Karabiner
  - xii. Retractable fall arresters (various length)
  - xiii. Portable fire extinguishers (DCP type) – 5 kg&10 kg capacity
  - xiv. Portable Multi Gas detector
  - xv. Sound level meter
  - xvi. Digital lux meter
  - xvii. Fire hoses & flow nozzles
  - xviii. Fire blankets/ Fire retardant cloth (with eyelets)
  - xix. Flame retardant/Flame resistant coverall-based on hazard identification & risk assessment, if required.

#### 3.3.4 Working at height

- a) The Contractor shall issue permit for working (PFW) at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence of personal protective equipment's. Contractor's Safety Officer shall verify compliance status of the items of permit document after implementation of action is completed by Contractor's execution / field engineers at work site. HIRAC for specific works at height duly commented by EIL/Owner, shall be kept attached with particular Permit for Work (PFW) at site for ready reference & follow-up.
- b) Such PFW shall be initially issued for one single shift or expected duration of normal work and extended further for balance duration, if required. EIL/Owner can devise block-permit system at any specific area, in consultation with project specific HSE Committee to specify the time-period of validity of such PFW or its renewal. This permit shall be applicable in areas where specific clearance from Owner's operation Deptt./Safety Deptt. is not required. EIL / Owner's field Engineers/Safety Officers/Area Coordinators may verify and counter sign this permit (as an evidence of verification) during the execution of the job.
- c) All personnel shall be medically examined & certified by registered doctor, confirming their 'medical fitness(Vertigo or epilepsy must be covered under test report)for working at height. Contractor shall develop the model for conducting vertigo test. The fitness examination shall be done once in six months. Sticker for "PASS FOR HEIGHT WORK" shall be pasted on the safety helmet of the site personnel.
- d) In case work is undertaken without taking sufficient precautions as given in the permit, EIL/Owner Engineers may exercise their authority to cancel such permit and stop the work till satisfactory compliance/rectification is arranged made. Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the

- used permits for verification during audits etc.
- e) The Contractor shall arrange (at his cost) and ensure use of Fall Arrester Systems by his workers. Fall arresters are to be used while climbing/descending tall structures or vessels / columns etc. These arresters should lock automatically against the anchorage line, restricting free fall of the user. The device is to be provided with a double security opening system to ensure safe attachment or release of the user at any point of rope. In order to avoid shock, the system should be capable of keeping the person in vertical position in case of a fall. All the fall arrest systems should be cleaned after use and stored in a clean & dry area. Defective Safety Harness, lanyards & life line must be discarded from workplace and record to be maintained.
  - f) The Contractor shall ensure that Full body harnesses with double lanyards conforming EN361 and having authorized CE marking is used by all personnel while working at height. The lanyards and life lines should have enough tensile strength to take the load of the worker in case of a fall. One end of the lanyard shall be firmly tied with the harnesses and the other end with life line. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.
  - g) The Contractor shall provide Roof Top Walk Ladders for carrying out activities on sloping roofs in order to reduce the chances of slippages and falls.
  - h) The Contractor shall ensure that a proper Safety Net System is used wherever the hazard of fall from height is present. The safety net, preferably a knotted one with mesh ropes conforming to IS 5175/ ISO 1140 shall have a border rope & tie cord of minimum 12mm dia. The Safety Net shall be located not more than 6.0 meters below the working surface extending on either side upto. sufficient margin to arrest fall of persons working at different heights.
  - i) In case of accidental fall of person on such Safety Net, the bottom most portion of Safety Net should not touch any structure, object or ground.
  - j) Grade separators shall be provided in Pipe-rack/Tech-structures to arrest falling objects like welding spatters, welding rods, nuts, bolts, tools etc. and to facilitate U/G and A/G works simultaneously.
  - k) Beam Clamps may be used for construction of localized temporary working platforms sheds for welding booths etc. at height in all types of steel structure due to faster installation and requirement of less scaffolding materials.
  - l) Hanging Platform, manufactured by Standard HSE equipment vendors must be encouraged for painting of Buildings etc.
  - m) All the tools used at height (like spanner, screw driver etc.) shall be provided with securing arrangement like back-pack/waist pouch to prevent accidental slippage from worker hand.
  - n) The Contractor shall install temporary lightening arrester in tall structures during construction to save human life and to avoid damage to equipment's & machineries. During the possibility of a thunderstorm, all the work at height where a person can be exposed to lightning shall be stopped.
  - o) To the extent possible use Roller arrangement to shift overhead pipes from one end to other in Pipe Racks Area.
  - p) Providing of steel scaffold stair tower system with landings at regular intervals as and when required for height work.
  - q) The Contractor shall ensure positive isolation while working at different levels like in the pipe rack areas. The working platforms with toe boards & hand rails shall be sufficiently strong & shall have sufficient space to hold the workmen and tools & tackles including the equipment's required for executing the job. Such working platforms shall have mid-rails, to enable people work safely in sitting posture.

### 3.3.5 Scaffoldings & Barricading

- a) Suitable steel scaffoldings only shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that

can be safely done using ladders or certified (by 3<sup>rd</sup> party competent person) man-basket. When a ladder is used, an extra workman shall always be engaged for holding the ladder. The ladder shall be inspected before use for cracked or split stiles, missing, broken, loose or damaged rungs & splinters. The ladder shall be of adequate length to enable it to extend to at least 1.0m above the landing place or working point. Metallic ladders shall be only used as access.

- b) The Contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the designed load. Main Contractor shall always furnish duly approved construction-design details of scaffold & SWL (from competent designers) free of charge, before they are being installed/ constructed at site. Owner/EIL reserves the right to ask the Contractor to submit certification and or design calculations from his Head Office/ Design/Engineering expert regarding load carrying capacity of the scaffoldings. All steel tubing, couplers and fittings used for scaffolding shall conform to IS 3696 or an acceptable equivalent. Only metallic scaffold boards shall be allowed to use. Steel tubes shall be free from cracks, splits. Surface flaws & other defects. All couplers & fittings shall be properly oiled and maintained. Nuts shall have a free running fit on their bolts. Bolts with worn or damaged thread shall be replaced.
- c) All scaffolds shall be inspected by a competent Scaffolding Inspector (person with scaffolding related experience in construction field and having a training of scaffolding supervisor from a institute/agency like National Safety Council etc.). He shall paste a GREEN tag (duly signed by competent Scaffolding Inspector) on each scaffold found safe and a RED tag (duly signed by competent Scaffolding Inspector) on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and Scaffolds with RED ones shall immediately be made inaccessible. Work being found continuing on scaffolds with RED tag shall be considered unauthorized work by Contractor and may invite penalization from EIL/Owner. For every 120-125 m<sup>2</sup> /m<sup>3</sup> area / volume or its parts thereof minimum one TAG shall be provided.
- d) The Contractor shall ensure positive barricading (indicative as well as protective) of the excavated, radiography, heavy lift, high pressure hydrostatic & pneumatic testing and other such areas. Sufficient warning signs shall be displayed along the barricading areas.
- e) Scaffolding shall be constructed using foot seals or base plates only. Base plates shall be used below each standard on surface. Sole plate of timber shall be used beneath the base plate to achieve greater load distribution.

### 3.3.6 Electrical installations

- a) All electrical installations/ connections shall be carried out as per the provisions of latest revision of following codes/standards, in addition to the requirements of Statutory Authorities and IE/applicable international rules& regulations:
  - OISD STD 173 : Fire prevention & protection system for electrical installations
  - SP 30 (BIS) : National Electric Code
- b) All electrical installations shall be approved by the concerned statutory authorities.
- c) All temporary electrical installations / facilities shall be regularly checked by the licensed/competent electricians of the Contractor and appropriate records shall be maintained in format no: HSE-12" Inspection of temporary electrical booth/installation at project construction site". Such inspection records are to be made available to EIL/Owner, whenever asked for.

#### 3.3.6.1 The Contractor shall meet the following requirements:

- a. Shall make Single Line Diagram (SLD) for providing connection to each equipment's & machinery and the same (duly approved by EIL/Owner) shall be pasted on the front face of DBs (distribution boards) or JBs (Junction boxes) at every site. (A typical Switch Board Sketch is attached as Appendix -G)
- b. Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical/ applicable international regulations.
- c. Shall deploy qualified & licensed electricians for proper & safe installation and for regular inspection of construction power distribution system/points including their earthing. A copy of the license shall be submitted to EIL / Owner for records. Availability of at least one competent (ITI qualified) / licensed electrician (by State Elec. authorities) shall be ensured at site round the clock to attend to the normal/emergency jobs.
- d. All switchboards / welding machines shall be kept in well-ventilated & covered shed/ with rain shed protection. The shed shall be elevated from the existing ground level to avoid water logging inside the shed. Installation of electrical switch board must be done taking care of the prevention of shock and safety of machine.
- e. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.
- f. Fire extinguishers and insulating mats shall be provided in all power distribution centers.
- g. Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.
- h. Proper housekeeping shall be done around the electrical installations.
- i. All temporary installations shall be tested before energizing, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.
- j. All welders shall use hand gloves irrespective of holder voltage.
- k. Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.
- l. ELCB tester /test meter shall be used for testing the ELCBs operation. ELCBs testing shall be carried out by using ELCB tester on monthly basis but in specific cases like heavy rain as decided by owner/EIC. Record of the testing shall be maintained.
- m. Regular inspection of all installations at least once in a month. (**Ref. Format HSE-12**).

3.3.6.2 The following features shall also be ensured for all electrical installations during construction phase by the contractor:

- a. Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.

- b. The outgoing feeders shall be double or triple pole switches with fuses / MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.
- c. The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. ELCB/RCCB (Residual Current Circuit Breaker) must be fitted with all Electrical installation. The earth leakage devices shall have an operating current not exceeding 30 mA.
- d. All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.
- e. All single phase sockets shall be minimum 3 pin type only. All unused sockets shall be provided with socket caps.
- f. Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm<sup>2</sup> copper shall be used for all single phase hand tools.
- g. Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.
- h. All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multi-strand wires / cables.
- i. Cables shall be free from any insulation damage.
- j. Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25 M of buried trench route.  
  
When laid above ground, cables shall be properly cleated or supported on rigid poles of atleast 2.1 M high. Minimum head clearance of 6 meters shall be provided at road crossings.
- k. Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.
- l. All cable joints shall be done with proper jointing kit. No taped/temporary joints shall be used.
- m. An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armored cables, the armour shall be bonded to the earthing system. IS: 3043 Code for earthing practices shall be followed at project site.
- n. All cables(green colour) and wire rope used for earth connections shall be terminated through tinned copper lugs.
- o. In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour. Periodical check tests of all electrodes should be carried out and record shall be maintained of such checks.

- p. Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.
- q. ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

### 3.3.7 Welding/ Grinding/Gas cutting

- a) Contractor shall ensure that flash back arrestors conforming to BS:6158 or equivalent are installed on all gas cylinders as well as at the torch end of the gas hose, while in use.
- b) All cylinders shall be mounted on trolleys and provided with a closing key. Empty & filled-up gas cylinders shall be stored separately with TAG, protecting them from direct sun or rain. Minimum 2 nos. of Portable DCP type fire extinguishers (10 kg) shall be maintained at the gas cylinder stores. Stacking & storing of compressed gas cylinders shall be arranged away from DG set, hot works, Elect. Panels / Elec. boards, etc.
- c) The burner and the hose placed downstream of pressure reducer shall be equipped with Flash Back Arrester/Non Return Valve device.
- d) The hoses for acetylene and oxygen cylinders must be of different colours. Their connections to cylinders and burners shall be made with a safety collar.
- e) At end of work, the cylinders in use shall be closed and hoses depressurized.
- f) Cutting of metals using gases, other than oxygen & acetylene, shall require written concurrence from Owner.
- g) Grinding activity shall not be carried out in confined spaces without a valid work permit.
- h) All grinding/cutting machines shall be guarded and fitted with Dead-Man switch and this shall not be bypassed any time.
- i) All welding/grinding machines shall have effective earthing at least at distinctly isolated two points.
- j) In order to help maintain good housekeeping, and to reduce fire hazard, live electrode bits shall be contained safely and shall not be thrown directly on the ground.
- k) The hoses of Acetylene and Oxygen shall be kept free from entanglement & away from common pathways / walkways and preferably be hanged overhead in such a manner which can avoid contact with cranes, Hydraulic Mobile Crane or other mobile construction machinery.
- l) Hot spatters shall be contained / restricted appropriately (by making use of effective fire-retardant cloth/fabric) and their flying-off as well as chance of contact with near-by flammable materials shall be stopped. The Fire retardant blanket shall be woven from ceramic yarn with eyelets.
- m) The Contractor shall arrange adequate systems & practices for accumulation / collection of metal & other scraps and remnant electrodes and their safe disposal at regular interval so as to maintain the fabrication and other areas satisfactorily clean & tidy.
- n) All gas cylinders must have a cylinder cap on at all times when not in use.

### 3.3.8 Ergonomics and tools & tackles

- a) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health. Competency of the crane operator to be thoroughly checked prior to engaging in crane operation.
- b) All lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories including cranes shall be tested periodically by statutory/competent authority for their condition and load carrying capacity. Valid test & fitness certificates from the applicable authority shall be submitted to Owner/EIL for their review/acceptance before the lifting tools, tackles,

- equipment, trailers, trucks/dumpers, accessories and cranes are used. Third party inspection certificate is mandatory for all lifting tools & tackles before put into use.
- c) Load testing of Cranes by competent person must be made mandatory after each modification/alteration of crane configuration/change in boom length. All heavy equipment's including cranes must be maintained in good condition & record of such maintenance shall be maintained. Routine preventive maintenance of the crane to be carried out & record to be maintained for such preventive maintenance. Healthiness of the crane to be checked by Crane Expert on regular basis as per manufacturer guidelines.
  - d) HIRAC/JSA for assembly/dismantling activity of the crane to be submitted for approval of EIC.
  - e) No one should stand/work below the mast & boom of the crane. Mast of the crane should not be used for unintended lifts.
  - f) Mast of the crane to be kept in right position during dismantling activity of the crane.
  - g) Log book of all crane to be maintained.
  - h) Only authorized person shall be allowed to give signal to the operator.
  - i) Lifting/Loading/Unloading activities shall be carried out by the trained riggers under supervision of rigging Foreman.
  - j) Prior to marching/movement of the crane, obstructions free access/route to be ensured.
  - k) Skilled Technician to be engaged for AC gas checking and refilling of refrigerant and should follow the safe operating procedure for cranes.
  - l) Manufacturer's instructions to be followed without any deviation.
  - m) The contractor shall not be allowed to use defective equipment or tools not adhering to safety norms.
  - n) Adequate capacity of Chain pulley blocks with valid TPI certificate to be used for lifting/lowering/dragging/erection of piping material .
  - o) Colour coding system for lifting tools & tackles shall be followed on quarterly basis for a particular colour as mentioned below:

Period	Colour Code
January, February, March	Blue
April, May, June	Yellow
July, August, September	Green
October, November, December	Orange
For Quarantine (Unsafe Tools & Tackles)	Red

Contractor shall arrange non-sparking tools for project construction works in operating plant areas / hydrocarbon prone areas.

- i. Wherever required the Contractor shall make use of Elevated Work Platforms (EWP) or Aerial Work Platforms (mobile or stationary) to avoid ergonomical risks and workmen shall be debarred to board such elevated platform during the course of their shifting / transportation.
- ii. Contractor shall ensure installation of Safe Load Indicator (SLI) on all cranes (while in use) to minimize overloading risk. SLI shall have capability to continuously monitor and display the load on the hook, and automatically compare it with the rated crane capacity at the operating condition of the crane. The system shall also provide visual and audible warnings at set capacity levels to alert the operator in case of violations.
- iii. The contractor shall be responsible for safe operations of different equipments mobilized and used by him at the workplace like transport vehicles, Tower Crane, engines, cranes, mobile ladders, scaffolding, work tools, etc. Strictly avoid standing close to Hydraulic Mobile Crane/vehicles tyres during operation.
- iv. The contractor shall deploy cranes in good working condition of maximum allowable years of service from the year of manufacture as specified below: -
  - 20 years for cranes of 50 MT & below capacity, 25 years for 51 MT to 100 MT, 30 years for cranes above 101 MT.

- v. In general Man basket shall not be lifted by Hydraulic Mobile Crane. Generally Crane shall be used for lifting the man basket.
- vi. Tower Crane, Crane, Hydraulic Mobile Crane or equivalent, Hydraulic Rig & Boom Lift shall be inspected on fortnightly basis as per Format No. HSE-20, HSE-21, HSE-22, HSE-23 & HSE-24.
- vii. The Contractor shall arrange periodical training for the operators of Hydraulic Mobile Crane, crane, excavator, mobile machinery, Tower Crane, etc. at site by utilizing services from renowned manufacturers.
- viii. Hydraulic Mobile Crane or equivalent having steering control mechanism shall be permitted at construction site only for the purpose of loading/unloading. However, continuous rigger availability during marching of hydraulic crane at site shall be ensured by contractor.

### 3.3.9 Occupational Health

- a) The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.
- b) For surface cleaning operations, sand blasting shall not be permitted even if not explicitly stated elsewhere in the contract.
- c) To eliminate radiation hazard, Tungsten electrodes used for Gas Tungsten Arc Welding shall not contain Thorium.
- d) Appropriate respiratory protective devices (hood with respiratory devices) shall be used to protect workmen from inhalation of air borne contaminants like silica, asbestos, gases, fumes, etc.
- e) Workmen shall be made aware of correct methods for lifting, carrying, pushing & pulling of heavy loads. Wherever possible, manual handling shall be replaced by mechanical lifting equipment's.
- f) Fuelling of construction equipments/Diesel Generator set shall be carried out by hand operated pump.
- g) In view of the congested working environment and associated hazards, deployment of manpower/machineries shall be in staggered manner keeping adequate safe distance between two adjacent work spot.
- h) For jobs like drilling/demolishing/dismantling/steam blowing/cardboard blasting etc. where noise pollution exceeds the specified limit of 85decibels, ear muffs shall be provided to the workers. The Noise level monitoring record shall be maintained.
- i) To avoid work related upper limb disorders (WRULD) and backaches, Display Screen Equipments' workplace stations shall be carefully designed & used with proper sitting postures. Power driven hand-held tools shall be maintained in good working condition to minimize their vibrating effects and personnel using these tools shall be taught how to operate them safely & how to maintain good blood circulation in hands.
- j) The Contractor shall arrange health check-up (by registered medical practitioner) for all the workers at the time of induction. Health check may have to be repeated if the nature of duty assigned to him is changed necessitating health check or doubt arises about his wellness. EIL/Owner reserves the right to ask the contractor to submit medical test reports. Regular health check-ups are mandatory for the workers assigned with Welding, Radiography, Blasting, Painting, Heavy Lift and Height (>2m) jobs. All the health check-ups shall be conducted by registered Medical practitioner and records are to be maintained by the Contractor.
- k) The Contractor shall arrange Medical Camps at regular intervals at work sites and labor colonies to assess health condition of workers.

- l) The Contractor shall ensure vaccination of all the workers including their families, during the course of entire project span.

### 3.3.10 Hazardous substances

- a) Hazardous, inflammable and/or toxic materials such as solvent coating, thinners, anti-termite solutions, water proofing materials shall be stored in appropriate containers preferably with lids having spillage catchment trays and shall be stored in a good ventilated area. These containers shall be labeled with the name of the materials highlighting the hazards associated with its use and necessary precautions to be taken. Respective MSDS (Material Safety Data Sheet) shall be made available at site & may be referred whenever problem arises.
- b) Where contact or exposure of hazardous materials are likely to exceed the specified limit or otherwise have harmful effects, appropriate personal protective Equipment's such as gloves, goggles/face-shields, aprons, chemical resistant clothing, respirator, etc. shall be used.
- c) The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured and the matter shall be reported immediately to EIL/ Owner.

### 3.3.11 Slips, trips & falls

- a) The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.
- b) Grating removal permit system should be implemented during construction phase. So that after permanent gratings are installed on platforms and tech structure floors; removal of any gratings for whatever purpose (including for lifting piping material etc.) is required to be sanctioned by signed permit by HSE officers of both contractor and Engineer-in-charge. The spot where gratings are removed shall be hard-barricaded during course of work. The removed gratings shall be re-installed immediately after completion of work or at the time of cessation of work every day whichever is earlier and the permit shall be closed on daily basis. A register shall be maintained for recording all the grating removal permits and their closure shall be monitored on daily basis.

### 3.3.12 Radiation exposure

- a) All personnel exposed to physical agents such as ionizing & non-ionizing radiation, including ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- b) For Open Field Radiography works, requirements of Bhabha Atomic Research Centre (BARC)/ Atomic Energy Regulatory Board (AERB) shall be followed.
- c) The Contractor shall implement an effective system of control (as described in the AERB regulations) at site for handling radiography-sources & for avoiding its misuse & theft.
- d) The contractor shall generate the Format No: HSE-8 "Permit for radiation work" before start of work.
- e) In case the radiography work has to be carried out at day time, suitable methodology to be used so that other works, people are not affected.

### 3.3.13 Explosives/Blasting operations

- a) Blasting operations shall be carried out as per latest Explosive Rules (Indian/ International) with prior permission. The Contractor shall obtain license from Chief Controller of Explosives (CCoE) for collection, transportation, storage of explosives as well as for carrying out blasting operations.
- b) The Contractor shall prepare exclusive method statement (in cognizance with statutory requirements) for rock blasting works & diffusing unfired explosives, if any, at project site before carrying out actual task. Nowhere blasting shall be carried out by the Contractor or its agency without the involvement of competent supervisor and licensed blaster.

#### 3.3.14 Demolition/ Dismantling

- a) The contractor shall adhere to safe demolishing/ dismantling practices at all stages of work to guard against unsafe working practices.
- b) The contractor shall disconnect service lines (power, gas supply, water, etc.)/ make alternate arrangements prior to start of work and restore them, if required as directed by EIL/ Owner at no extra cost.
- c) Before carrying out any demolition/dismantling work, the contractor shall take prior approval of EIL/Owner and generate the Format No.HSE-9. For revamp jobs in operating plants where location of underground utilities is not known with certainty, the contractor shall depute an experienced engineer for supervision and shall make adequate arrangements for Fire-fighting & First-Aid during the execution of these activities.
- d) The Contractor shall arrange approved HIRAC/ Method Statement for the specific demolition / dismantling task and corresponding action plan commensurate with hazards / risks associated therein. In no case any activity related to demolition / dismantling shall be carried out by the Contractor without engaging own supervision / field engineer.

#### 3.3.15 Road Safety

- a) The Contractor shall ensure adequately planned road transport safety management system.
- b) The vehicles shall be fitted with reverse warning alarms & flashing lights / fog-lights and usage of seat belts shall be ensured.
- c) The Contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations, including maintaining speed limit of 20 KMPH or indicated by owner for all types of vehicles / mobile machinery. The maximum allowable speed shall be adhered to.
- d) In case of an alert or emergency, the Contractor must arrange clearance of all the routes, roads, access. The Contractor shall deploy sufficient number of traffic controllers at project site routes / roads/ accesses, to alert reversing movement of vehicles & machinery as well as pedestrians. Experienced drivers/operators with valid driving license (LMV/HMV) shall be allowed to drive/operate the vehicles/equipment's. The Contractor shall maintain copy of PUC, RC and Insurance etc. for all the vehicles/equipment's.
- e) Dumpers, Tippers, etc. shall not be allowed to carry workers within the plant area and also to & from the labour colony to & from project sites.
- f) Hydraulic Mobile Crane or equivalent shall only be allowed for handling (loading/unloading) the materials at fabrication/ storage yards and in no case shall be allowed to transport the materials over project / plant roads.
- g) The Contractor shall not deploy any such mobile machinery / Equipment's, which do not have competent operator and / or experienced banks-man/signal-man. Such machinery/equipment's shall have effective limit-switches, reverse-alarm, front & rear-end lights etc. and shall be maintained in good working order.
- h) The Contractor shall not carry-out maintenance of vehicles / mobile machinery occupying space on project / plant roads and shall always arrange close supervision for such works.

- i) For pipeline jobs, the contractor shall submit a comprehensive plan covering transportation, loading / unloading of pipes, movement of side booms, movement of vehicles on the ROW, etc.
- j) Height barrier/Restriction to be provided on both side of the HT lines, if required.
- k) Contractor's shall arrange /install visible road signs, diversion boards, caution boards, etc. on project roads for safe movement of men and machinery.

### 3.3.16 Welfare measures

Contractor shall, at the minimum, ensure the following facilities at work sites:

- a) A crèche at site where 10 or more female workers are having children below the age of 6 years.
- b) Adequately ventilated / illuminated rooms at labour camps & its hygienic up-keeping.
- c) Reasonable canteen facilities at site and in labour camps at appropriate location depending upon site conditions. Contractor shall make use of "industrial" variety of LPG cylinder & satisfactory illumination at the canteens. Necessary arrangement for efficient disposal of wastes from canteens & urinals /toilets shall also be made and regular review shall be made to maintain the ambience satisfactorily hygienic & shall also comply with all applicable statutory requirements.
- d) Adequately lighted & ventilated Rest rooms at site (separate for male workers and female workers).
- e) Provision for suitable mobile toilets to be made available by Contractor for remote/scattered job locations.
- f) Urinals, Toilets, drinking water, washing facilities, adequate lighting at site and labour camps, commensurate with applicable Laws/ Legislation.
- g) The contractor shall ensure the test report of drinking water.
- h) The contractor at periodic interval shall arrange to prevent mosquito breeding by fumigation/spraying of insecticides at workplace/fabrication yard.

### 3.3.17 Environment Protection

Contractor shall ensure proper storage and utilization methodology of materials that are detrimental to the environment. Where required, Contractor shall ensure that only the environment friendly materials are selected and emphasize on recycling of waste materials, such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

The contractor shall ensure availability of stack emission test report of DG set. Monitoring of air quality emission of DG stack shall be carried out on yearly basis. However, air quality emission shall be monitored first time on commissioning of DG Set.

Contractor to submit Environmental Aspect Impact Register detailing the list of activities in his scope, the respective environmental impact and the actions taken to minimize the impact. Environmental Aspect Impact Register to be prepared as per Format HSE-18 and to be updated and maintained till job completion. Environmental Aspect Impact Register of the contractor shall be reviewed by EIL/Owner on half-yearly basis.

The contractor shall strive to conserve energy and water wherever feasible.

The contractor shall ensure dust free environment at workplace by sprinkling water on the ground at frequent intervals. The air quality parameters for dust, poisonous gases, toxic releases,

harmful radiations, etc. shall be checked by the contractor on daily basis and whenever need arises.

The contractor shall not be allowed to discharge chemicals, oil, silt, sewage, sullage and other waste materials directly into the controlled waters like surface drains, streams, rivers, ponds. A discharge plan suggesting the methods of treating the waste before discharging shall be submitted to EIL/Owner for approval.

For pipeline jobs, top soil shall be stacked separately while making ROW through fields. This fertile soil shall be placed back on top after backfilling.

For offshore construction barges, arrangements shall be made for safe disposal of human, food & other wastes and applicable laws in this regard shall be followed.

### 3.3.18 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or disposes off any such materials without the express authorization of EIL/Owner. An indicative list of Statutory Acts & Rules relating to HSE is given under Appendix-D.

### 3.3.19 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, rain, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging/ planning the construction activities to suit the weather conditions. Effective arrangement (without creating inconvenience to project facilities & permanent installations) for protecting workmen from hailstorm, drizzle in the form of temporary shelter shall be made at site.

### 3.3.20 Communication

All persons deployed at the work site shall have access to effective means of communication so that any untoward incident can be reported immediately and assistance sought by them.

All health & safety information shall be communicated in a simple & clear language easily understood by the local workforce.

For information to all, typical subjects that should be communicated are: -

Inside the company (Top to down)

- a. Quality Policy
- b. HSE Policy contents
- c. Environment Policy
- d. HSE Objectives
- e. Safety Cardinal Rules
- f. HSE Target – reached or missed
- g. Praises & Warnings to personnel for HSE Management
- h. Safety Walk Through Reports and safety defects / shortfalls (by management)
- i. HSE Audit results
- j. Revised Statutory Health & Safety provisions, if any
- k. H & S publicity
- l. Suggestions

Inside the Company (Bottom to up)

- a. Complaints
- b. Compliances on safety defects / shortfalls
- c. Suggestions
- d. Proposals for changes & improvements
- e. HSE Reports (including near-miss reports)

### 3.3.21 Confined Space Entry

The contractor shall generate a work permit (Format No. HSE -7) before entering a confined space. People, who are permitted to enter into confined space, must be medically examined & certified by registered doctor, confirming their 'medical fitness for working in confined space'. All necessary precautions mentioned therein shall be adhered to. An attendant shall be positioned outside a confined space for extending help during an emergency. Effective communication shall be maintained between personnel in confined space and outside by combination of visual/voice or portable radio. Compressed gas cylinders shall not be taken into confined space. Entry Register for confined space to be maintained with the name and time of entry/exit. All appropriate PPEs and air quality parameters shall be checked before entering a confined space. It shall be ensured that the piping of the equipment which has to be opened is pressure-free by checking that blinds are in place, vents are open and volume is drained. Inside confined space works, only electrical facilities / installations of 24V shall be permitted. Contractor shall ensure usage of safe & suitable arrangement of oxygen supply for individual workmen (during the course of work in confined space), if oxygen concentration is found to be less than 19.5% (v/v) there. All persons must be made aware of the risk associated with Nitrogen & all precautionary measures shall be taken when vessel/sphere/pipelines etc. are being purged with nitrogen. Rescue arrangement must be readily available at workplace to fulfill requirement of the emergency situation.

### 3.3.22 Heavy Lifts

- a) The contractor shall submit detailed rigging study/ plan for EIL/ Owner approval prior to lifting equipment requiring a crane of approx. 100 MT capacity or more due to constraints of its dimensions, location of foundation height, approach & weight.
- b) Contractor shall generate the format no. HSE-15 "Permit for heavy lift/critical erection"
- c) The Safe Working Load (SWL) and manufacturer's serial numbers shall be clearly marked on the slings and the lifting gears, either by tagging, stamping, engraving or embossing.
- d) Prior to actual lifting activities, contractor shall check the validity of the crane inspection certificate issued by statutory/ competent authority. This requirement shall also apply to all rigging equipment's utilized for the job.
- e) The contractor shall, at all times, be responsible for all rigging activities.
- f) The Contractor shall ensure medical fitness of all workmen who are engaged / involved in erection of equipment's, vessels etc. and such fitness checks shall be carried-out every six months interval with the help of a registered medical practitioner & record shall be maintained
- g) Adequate safety measures such as positive barricading, usage of appropriate PPEs, permit to work, etc. shall be taken during all heavy or critical lifts.
- h) Ground condition should be suitable to sustain the Ground Bearing Load of the Crane with full load condition.
- i) For lifting any material (irrespective of shape, size or volume), at any height, it is always advisable to prepare a Plan of Erection (PoE) taking into consideration hazards & risks associated therein – this can enable people to put their own experiences of various natures & side-by-side establish a practical method for risk-free erection / lifts. The contractor shall

prepare PoE & shall document the same, when risks are identified as “medium” or “high” and the same shall be approved by its competent / qualified engineer.

### 3.3.23 Key Performance Indicators

The contractor shall measure an activity in both leading & trailing indicators for statistical and performance measurement. The activities pertaining to key performance indicators are covered in Monthly HSE Report (Format No. HSE-5). The contractor shall try to achieve a statistically fair record and strive for its continual improvement.

Leading Indicators viz:-:

- Number of Safety Inductions carried-out at site (for workmen & staff members)
- Number of HSE inspections carried out
- Number of “Safety Walk Through” carried-out by site-head.
- Number of HSE shortfalls / lapses identified per contractor & closed-out in time.
- Number of Safety Meetings conducted (in-house / with contractors)
- Number of HSE Audits made (internal & external) vis-à-vis non conformances raised
- Number of HSE Awareness / Motivational program conducted by contractors
- Number of HSE Trainings conducted at site for supervisors & workmen
- Study of Near miss case reported
- Encouragements / Awards / Recognitions to workmen, job supervisors & field engineers.
- Suggestions for improvement

Trailing Indicators viz:-:

- Calculation of HSE statistics viz frequency rate, severity rate, LTA free man hours etc.
- Analysis of incidents / accidents (nature, severity, types etc.)
- Study of Incident / Accident with respect to :-
  - Variety
  - Period of the year / project span
  - Timings of the incident / accident
  - Age profile of victims
  - Body parts involved
  - Penalty levied for causing incident / accident

### 3.3.24 Unsuitable Land Conditions

Contractor shall take appropriate measures and necessary work permits/clearances if work is to be done in or around marshy areas, river crossings, mountains, monuments, etc. The Contractor shall make right assessment and take all necessary action for developing work areas to make them safe & suitable for crane operations or other vehicular movement before carrying out any project related activity / operation. Contractor shall take all necessary actions to make the surroundings of its site establishments (site office, stores, lay-down area etc.) work-worthy safe and secure.

### 3.3.25 Under Water Inspection

Contractor shall ensure that boats and other means used for transportation, surveying & investigation works shall be certified seaworthy by a recognized classification society. It shall be equipped with all life saving devices like life jackets, adequate fire protection arrangement and shall possess communication facilities like cellular phones, wireless, walkie-talkie. All divers used for seabed surveys, underwater inspections shall have required authorized license, suitable life-saving kit. Number of hours of work by divers shall be limited as per regulations. EIL/ Owner shall have the right to inspect the boat and scrutinize documents in this regard.

### 3.3.26 Excavation

The Contractor shall obtain permission from competent authorities prior to excavation wherever required.

The Contractor shall locate the position of buried utilities (water line, cable route, etc.) by referring to project / plant drawing / in consultation with EIL/Owner. The Contractor shall start digging manually to locate the exact position of buried utilities & thereafter use mechanical means.

In case of non-availability of sufficient data/drawings, underground services i.e. underground cable/ pipe shall be checked by cable detector/pipe locator by the contractor.

The Contractor shall keep soil heaps at least 1.5 M away from edge or a distance equal to depth of pit (whichever is more)

All excavated pits greater than 10 Sq.M plan area and depth more than 1.5M shall have at least two access routes for ingress and egress. Also, additional access routes shall be provided such that distance between any two access routes shall not be more than 20M.

The Contractor shall maintain sufficient "angle of repose" during excavation – shall also provide slope or suitable bench as decided by EIL / Owner.

The Contractor shall arrange "battering" or "benching" wherever required for preventing collapse of edge of excavations.

Avoid vertical wall of less than 2mtrs between two adjacent deep excavated pit/area. Further deep excavation should not be kept open for a longer duration.

The Contractor shall identify & arrange de-watering pump or well-point system to prevent earth collapse due to heavy rain / influx of underground water.

The Contractor shall arrange protective fencing/hard barricading with warning signal around excavated pits, trenches, etc. along with minimum 2 (two) entries, exits / escape ladders.

The Contractor must avoid "underpinning" / under-cutting to prevent collapse of chunk of earth during excavation.

The Contractor shall use "stoppers" to prevent over-run of vehicle wheels at the edge of excavated pits / trenches. Vehicles movement should be restricted to minimum three meters away from the excavated pit.

The Contractor shall arrange strengthening of "shoring" & "strutting" proactively to avoid collapse of earth / edges due to vehicular movement in close proximity of excavated areas / pits/ trenches, etc.

### 3.4 Tool Box Talks (TBT)

Contractor shall conduct daily TBT with workers prior to start of work and shall maintain proper record of the meeting. A suggested format is given below. The Job specific TBT is to be conducted by the immediate supervisor of the workers.

The Contractor shall conduct TBT before start of every morning or evening shift or night shift activities, for alerting the workers on specific hazards and their appropriate dos & don'ts. The Contractor shall provide sufficient rests to the site workmen and their foremen to avert fatigue & thereby endangering their lives during the course of site works.

TOOLBOX TALK RECORDING SHEET

Date & Time		
Work Location		
Subject (Nature of work)		
Presenter		
Hazards involved		
Precautions to be taken		
Worker's Name	Signature	Section
Remarks, in any		

The topics during TBT shall include

- Hazards related to work assigned on that day and precautions to be taken.
- Any forthcoming HSE hazards/events/instruction/orders, etc.

The above record can be kept in local language, which workers can read. These records shall be made available to EIL/ Owner whenever demanded.

### 3.5 Training & Induction Programme

- Initial induction of workers into Construction oriented activities and appraising them about the methodology of works and how to carry-out safely and the same should not be inter mixed with Tool Box Talks or HSE Training. In this regard careful action should be made & maintained for imparting HSE induction to every individual, irrespective of his task/designation/level of employment, whereas, HSE Training should be imparted to specific person/group of people who are to carry-out that specific task more than once – for example, Riggers must be trained for working at heights, welders must be trained for work in confined space, fitters/carpenters, masons must be trained for work at heights, etc. Contractor shall arrange suitable facilities (e.g training room/place, audio visual facilities etc.) for organizing such training on HSE.
- Contractor shall conduct Safety induction programme on HSE for all his workers and maintain records. Sticker for “Safety Induction” shall be pasted on the safety helmet of the site personnel. The Gate Pass shall be issued only to those workers who successfully qualify the Safety induction programme. Contractor to conduct effective safety induction program at work site by making efforts to arrange Video film/Virtual Reality (VR) technology pertaining to the escape routes, assembly points, risks involved in the event of an emergency etc while imparting safety induction.
- The Contractor brief the visitors about the HSE precautions which are required to be taken before their proceeding to site and make necessary arrangements to issue appropriate PPEs like Aprons, hard hats, ear-plugs, goggles & safety shoes etc., to his visitors. The Contractor shall always maintain relevant acknowledgement from visitor on providing him brief information on HSE actions.
- Contractor shall submit job specific training schedule for approval of EIL/Owner & ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about
  - Potential hazards to which they may be exposed at their workplace

- Measures available for prevention and elimination of these hazards

The topics during training shall cover, at the minimum: -

- Why safety should be considered during work - explanation
  - Education about hazards and precautions required
  - Employees' duties & responsibilities
  - Emergency and evacuation plan
  - HSE requirements during project activities
  - Fire fighting and First-Aid
  - Use of PPEs
  - Occupational health issues – dos & don'ts
  - Local laws on intoxicating drinks, drugs, smoking in force
  - Common environmental subjects – lighting, ventilation, vibration, smoke/fumes etc.
- e) Records of the training shall be kept and submitted to EIL/ Owner.
- f) The Contractor shall make regular program for conducting Safety Training on various topics related to various activities & their safe-guarding utilizing experienced persons / outside agency / faculty. A program for Safety Training (indicative list as per Appendix –F) shall be furnished by the Contractor in its HSE Plan.
- g) For offshore and jetty jobs, contractor shall ensure that all personnel deployed have undergone a structured sea survival training including use of lifeboats, basket landing, use of radio communication etc. from an agency acceptable to Owner/EIL.

### 3.6 ADDITIONAL SAFETY REQUIREMENTS FOR WORKING INSIDE A RUNNING PLANT

As a minimum, the contractor shall ensure adherence to following safety requirements while working in or in the close vicinity of an operating plant:

- a) Contractor shall obtain permits for Hot work, Cold work, Excavation and Confined Space from Owner in the prescribed format.
- b) The contractor shall monitor record and compile list of his workers entering the operational plant/unit each day and ensure & record their return after completing the job.
- c) Contractor's workers and staff members shall use designated entrances and proceed by designated routes to work areas only assigned to them. The workers shall not be allowed to enter units' area, tanks area, pump rooms, etc. without work authorization permit.
- d) Work activities shall be planned in such a way so as to minimize the disruption of other activities being carried out in an operational plant/unit and activities of other contractors.
- e) The contractor shall submit a list of all chemicals/toxic substances that are intended to be used at site and shall take prior approval of the Owner.
- f) Specific training on working in a hydrocarbon plant shall be imparted to the work force and mock drills shall be carried out for Rescue operations/First-Aid measures.
- g) Proper barricading/cordoning of the operational units/plants shall be done before starting the construction activities. No unauthorized person shall be allowed to trespass. The height and overall design of the barricading structure shall be finalized in consultation with the Owner and shall be got approved from the Owner.
- h) Care shall be taken to prevent hitting underground facilities such as electrical cables, hydrocarbon piping during execution of work.

- i) Barricading with water curtain shall be arranged in specific/critical areas where hydrocarbon vapors are likely to be present such as near horton spheres or tanks. Positioning of fire tenders (from owner) shall also be ensured during execution of critical activities.
- j) Emergency evacuation plan shall be worked out and all workmen shall be apprised about evacuation routes. Mock drill operations may also be conducted.
- k) Flammable gas test shall be conducted prior to any hot work using appropriate measuring instruments. Sewers, drains, vents or any other gas escaping points shall be covered with flame retardant tarpaulin.
- l) Respiratory devices shall be kept handy while working in confined zones where there is a danger of inhalation of poisonous gases. Constant monitoring of presence of Gas/Hydrocarbon shall be done.
- m) Clearance shall be obtained from all parties before starting hot tapping, patchwork on live lines and work on corroded tank roof.
- n) Positive isolation of line/equipment by blinding for welding/cutting/grinding shall be done. Closing of valve will not be considered sufficient for isolation.
- o) Welding spatters shall be contained properly by using fire retardant blanket and in no case shall be allowed to fall on the ground containing oil. Similar care shall be taken during cutting operations. Fire watcher to be deployed to ensure the same.
- p) The vehicles, cranes, engines, etc. shall be fitted with spark arresters on the exhaust pipe and got it approved from Safety Department of the Owner.
- q) Plant air should not be used to clean any part of the body or clothing or use to blow off dirt on the floor.
- r) Gas detectors should be installed in gas leakage prone areas as per requirement of Owner's plant operation personnel.
- s) Flame proof electrical distribution board, plug and socket shall be used for electrical appliances.
- t) Experienced full time safety personnel shall be exclusively deployed to monitor safety aspects in running plants.

### 3.7 Self-Assessment and Enhancement

The contractor shall develop a method of check & balance through self-assessment & enhancement techniques and shall explore the opportunities for continual improvement in the HSE system.

### 3.8 HSE Promotion

The contractor shall encourage his workforce to promote HSE efforts at workplace by way of organizing workshops/seminars/training programs, celebrating HSE awareness weeks & National Safety Day, conducting quizzes & essay competitions, distributing pamphlets, posters & material on HSE, providing incentives for maintaining good HSE practices and granting incentives/ bonus for completing the job without any lost time accident.

### 3.9 Lock Out and Tag Out (LOTO) for Isolation of Energy Source

- a) Contractor shall follow the LOTO/Isolation procedure of owner for all energy source isolations installed/under purview by /of owner i.e. "Brown field"
- b) For all the other energy source (not under purview of client/owner) i.e. "Green field" Contractor shall develop a system to ensure the isolation of equipments, pipelines, Vessel, electrical panels from the energy source covering following as minimum:-

- Identification of all energy source viz electrical, mechanical, hydraulic, pneumatic, chemical, thermal, gravitational, radiation and other forms of stored or kinetic energy.
  - Establishing the energy isolation devices viz manually operated electrical circuit breakers, disconnection switches, blind flanges, etc.
  - Installation of Lock Out devices for preventing the inadvertent release of stored energy and Tag Out devices (“Danger”, “Do Not operate” or Do not Remove”tags) to indicate that testing, maintenance or servicing is underway and the device cannot be operated until the tag out device is removed.
  - Lock Out and Tag out log book
  - Permit for isolation and de-isolation of energy source as per format No.: HSE-16
  - Availability of competent persons like experienced operators at substations, pump house, units etc. supervisors etc.
- c) Contractor shall ensure that all the sources are locked out and tagged properly before giving clearance to start the job.
- d) After the completion of job, contractor shall ensure all tools and tackles are removed and nobody is present in the working area and signing on LOTO log book.
- e) Only on confirmation of above the contractor will remove their lock and tag from the isolation points and give instructions for energizing the same. Only the person carrying out the task shall himself carry the key for the lock in /Lock out.

#### 4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

##### 4.1 On Award of Contract

The Contractor shall submit a comprehensive Health, Safety and Environmental Plan or programme for approval by EIL/Owner prior to start of work. The Contractor shall participate in the pre-start meeting with EIL/Owner to finalize HSE Plans which shall including the following:

- HSE policy & Objectives
- Job procedure to be followed by the Contractor for construction activities including handling of equipment's, scaffolding, electric installations, etc. describing the risks involved, actions to be taken and methodology for monitoring each activity. Indicative list of procedures is enclosed as Annexure-H
- EIL/Owner review/audit requirement.
- Organization structure along with responsibility and authority, on HSE activities.
- Administrative & disciplinary steps involving implementation of HSE requirements
- Emergency evacuation plan/ procedures for site and labour camps
- Procedures for reporting & investigation of accidents and near misses.
- HSE Inspection
- HSE Training programme at project site
- HSE Awareness program at project site
- Reference to Rules, Regulations and statutory requirements.
- HIRAC
- Environment Aspect Impact Register
- Legal Register
- HSE documentation viz reporting, analysis & record keeping.

##### 4.2 During Job Execution

Contractor shall implement approved Health, Safety and Environment management plan or programme including but not limited to as brought out under para 3.0. Contractor shall also ensure:

- a) to arrange workmen compensation insurance, registration under ESI Act, third party liability insurance, registration under BOCW Act etc., as applicable.

- b) to arrange all HSE permits before start of activities (as applicable), like permits for hot work, working at heights (Refer Format No. HSE-6), confined space (Refer Format No. HSE-7), Radiation Work Permit (Refer Format No. HSE-8), Demolishing/ Dismantling Work Permit (Refer Format No. HSE-9), Permit for erection/modification & dismantling of scaffolding (Refer Format No: HSE-14), Permit for heavy lift/critical erection (Refer Format No: HSE-15), Permit for energy Isolation & De-isolation" (HSE-16), storage of chemical/explosive materials & its use and implement all precautions mentioned therein. In this regard, requirements of *Oil industry Safety Directorate Standard No. Std -105 "Work Permit Systems"* shall be complied with while working in existing Oil or Gas processing plants. List of the persons involved shall be maintained as annexure to the work permit issued for a particular activity.
- c) to submit, timely, the completed checklist on HSE activities in Format No. HSE-1, Monthly HSE report in Format No. HSE-5 (use of web based package ([www.eil.co.in/conthse](http://www.eil.co.in/conthse)) is compulsory wherever the facility is available else a hard copy is to be submitted), accident/incident reports, investigation reports etc. as per EIL/Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to EIL/Owner.
- d) that his top most executive at site attends all the Safety Committee/HSE meetings arranged by EIL/Owner and carries out safety walk regularly. Only in case of his absence from site that a second senior most person shall be nominated by him, in advance, and communicated to EIL/Owner for performing the above tasks.
- e) display at site office and at prominent locations HSE Policy, caution boards, list of hospitals, emergency services available, safety signs like Men at work, Speed Limits, Hazardous Area, various do's & don'ts, etc.
- f) provide posters, banners for safe working to promote safety consciousness.
- g) identify, assess, analyze & mitigate the construction hazards & incorporate relevant control measures before actually executing site works. (HIRAC = Hazard Identification, Risk Analysis and Control).
- h) identify, assess, analyze & mitigate the environmental impact & incorporate relevant control measures through Environmental Aspect Impact Register
- i) Identify and comply to all applicable HSE related legal requirements by preparing and maintaining a Legal register.
- j) To maintain & monitor the level of legal compliance at site, a committee shall be formed comprising of contractor's RCM as Head and lead representatives as member(s) from HR/Legal, HSE and discipline engineer(s) (Civil, Mechanical, Electrical, Instrumentation) as applicable. Committee shall review the applicable legal requirements during periodical meetings and monitor the compliance status.
- k) arrange testing, examination, inspection of own as well as borrowed construction equipment's/ machinery (stationary & mobile) before being used at site and also at periodical interval, through own resources and also by 3<sup>rd</sup> party competent agencies (as deemed fit in statutes). Records of such test, examination etc. shall be maintained & shall be submitted to EIL/Owner as & when asked for.
- l) carryout audits/inspection (internal & external) at his works as well as sub-contractor works as per approved HSE plan/procedure/programme & submit the compliance reports of identified shortfalls for EIL/Owner review.
- m) Arranging HSE training for site workmen (of his own & subcontractors) through internal or external faculty at periodical intervals.
- n) Assistance & cooperate during HSE audits by EIL/Owner or any other 3<sup>rd</sup> party and submit compliance report.
- o) Generate & submit of HSE records/report as per this specification.
- p) Contractor shall arrange minimum 100 lux. illumination level at construction site for night works & record shall be maintained.

- q) Mobile phones shall not be permitted in operational area of the Project Site. However, intrinsically safe mobile phone can be permitted on approval from EIL/Owner. Alternatively, telephone booth(s) may be set up by the contractor after obtaining approval from EIL/Owner. Use of mobile phone shall also be restricted during construction activities such as height work, erection of material, confined space and Pre-commissioning & Commissioning activities at all project sites.
- r) The contractor shall assign responsible person as in charge for night works and it shall be informed to owner/EIL.
- s) Appraise EIL/Owner on HSE activities at site regularly.
- t) Carry-out all dismantling activities safely, with prior approval of EIL/Owner representative.
- u) The Contractor shall ensure that "Hot works" and painting works do not continue at the same place/ location at project site for which chance or probability of "fire" incident exists.

#### 4.3 During Short Listing of the Sub-Contractors

The contractor shall review the HSE management system of the sub-contractors in line with the requirements given in this specification. The contractor shall be held responsible for the shortcomings observed in the HSE management system of the sub-contractor(s) during execution of the job.

#### 5.0 RECORDS

At the minimum, the contractor shall maintain/ submit HSE records in the following reporting formats:

Safety Walk Through Report	HSE-1
Accident/ Incident Report	HSE-2
Supplementary Accident/ Incident Investigation report	HSE-3
Near Miss Incident Report	HSE-4
Monthly HSE Report	HSE-5
Permit for working at height	HSE-5
Permit for working in confined space	HSE-7
Permit for radiation work	HSE-8
Permit for demolishing/ dismantling	HSE-9
Daily Safety checklist	HSE-10
Housekeeping Assessment & compliance	HSE-11
Inspection of temporary electrical booth/installation	HSE-12
Inspection for scaffolding	HSE-13
Permit for erection/modification & dismantling of scaffolding	HSE-14
Permit for heavy lift/critical erection.	HSE-15
Permit for Energy isolation and de-isolation.	HSE-16
Permit for Excavation	HSE-17
Environmental Aspect Impact Register	HSE-18
HIRAC Register	HSE-19
Checklist for Tower Crane	HSE-20
Crane Inspection Checklist	HSE-21
Hydraulic Mobile Crane Inspection Checklist	HSE-22
Hydraulic Rig Inspection Checklist	HSE-23

Boom Lift Inspection Checklist	HSE-24
Inspection reports of Equipment/tools/tackles	*
Report of Toolbox Talks	As indicated in specification
PPE issue report/register	*
Site inspection reports	*
Training records	*

(\* ) The formats shall be developed by contractor in consultation with EIL/Owner.

**APPENDIX-A**  
**(Sheet 1 of 2)**

**A. IS CODES ON HSE**

SP: 53	Safety code for the use, Care and protection of hand operated tools.
IS: 838	Code of practice for safety & health requirements in electric and gas welding and cutting operations
IS: 1179	Eye & Face precautions during welding, equipment etc.
IS: 1860	Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989 (Pt -II)	Leather safety boots and shoes
IS: 2925	Industrial Safety Helmets
IS: 3016	Code of practice for fire safety precautions in welding & cutting operation.
IS: 3043	Code of practice for earthing
IS: 3764	Code of safety for excavation work
IS: 3786	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents
IS: 3696	Safety Code of scaffolds and ladders
IS: 4083	Recommendations on stacking and storage of construction materials and components at site
IS: 4770	Rubber gloves for electrical purposes
IS: 5121	Safety code for piling and other deep foundations
IS: 5216 (Pt-I)	Recommendations on Safety procedures and practices in electrical works
IS: 5557	Industrial and Safety rubber lined boots
IS: 5983	Eye protectors
IS: 6519	Selection, care and repair of Safety footwear
IS: 6994 (Pt-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293	Safety Code for working with construction Machinery
IS: 8519	Guide for selection of industrial safety equipment for body protection
IS: 9167	Ear protectors
IS: 11006	Flash back arrestor (Flame arrestor)
IS: 11016	General and safety requirements for machine tools and their operation
IS: 11057	Specification for Industrial safety nets
IS: 11226	Leather safety footwear having direct moulded rubber sole
IS: 11972	Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367	Code of practice-safe use of cranes
IS: 13416	Recommendations for preventive measures against hazards at working place

APPENDIX-A  
(Sheet 2 of 2)

B. INTERNATIONAL STANDARDS ON HSE

Safety Glasses	:	ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646/ 58311
Safety Shoes	:	ANSI Z 41.1, AS 2210, EN 345
Hand Gloves	:	BS 1651
Ear Muffs	:	BS 6344, ANSI S 31.9
Hard Hat	:	ANSI Z 89.1/89.2, AS 1808, BS 5240, DIN 4840
Goggles	:	ANSI Z 87.1
Face Shield	:	ANSI Z 89.1
Breathing Apparatus	:	BS 4667, NIOSH
Welding & Cutting	:	ANSI Z49.1
Safe handling of compressed:P-1		(Compressed Gas Association Gases in cylinders 1235 Jefferson Davis Highway, Arlington VA 22202 - USA)
Full body harness	:	EN-361
Lanyard	:	EN-354
Karabiner	:	EN-362 and EN-12275

APPENDIX-B

DETAILS OF FIRST AID BOX

SL. NO.	DESCRIPTION	QUANTITY
1.	Small size Roller Bandages, 1 Inch Wide (Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 Inches Wide (Hand & Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 Inches Wide (Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing (Burn Dressing Large)	4 Pkts.
5.	Cotton Wool (20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8.	Ammonia Solution (20 ml.)	1 Bottle
9.	A Pair of Scissors	1 Piece
10.	Adhesive Plaster (1.25 cm X 5 m)	1 Spool
11.	Eye pads in Separate Sealed Pkt.	4 pcs.
12.	Tourniquet	1 No.
13.	Safety Pins	1 Dozen
14.	Tinc. Iodine/ Betadine (100 ml.)	1 Bottle
15.	Polythene Wash cup for washing eyes	1 No.
16.	Potassium Permanganate (20 gms.)	1 Pkt.
17.	Tinc. Benzoine (100 ml.)	1 Bottle
18.	Triangular Bandages	2 Nos.
19.	Band Aid Dressing	5 Pcs.
20.	Iodex/Moov(25 gms.)	1 Bottle
21.	Tongue Depressor	1 No.
22.	Boric Acid Powder (20 gms.)	2 Pkt.
23.	Sodium Bicarbonate (20 gms.)	1 Pkt.
24.	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
25.	Medicinal Glass	1 No.
26.	Duster	1 No.
27.	Booklet (English& Local Language)	1 No. each
28.	Soap	1 No.
29.	Toothache Solution	1 No.
30.	Vicks (22 gms.)	1 Bottle
31.	Forceps	1 No.
32.	Snake -Bite Lancet	1No.
33.	Note Book	1 No.
34.	Splints	4 Nos.
35.	Lock	1 Piece
36.	Life Saving/Emergency/Over-the counter Drugs	As decided at site

Box size: Suitable size first aid box to be used for first aid items

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used.  
A prescription, in this regard, shall be required from a qualified Physician.

APPENDIX-C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire Extinguisher → Fire ↓	Water	Foam	CO <sub>2</sub>	Dry Powder	Multi purpose (ABC)
Originated from paper, clothes, wood	✓	✓	can control minor surface fires	can control minor surface fires	✓
Inflammable liquids like alcohol, diesel, petrol, edible oils, bitumen	×	✓	✓	✓	✓
Originated from gases like LPG, CNG, H <sub>2</sub>	×	×	✓	✓	✓
Electrical fires	×	×	✓	✓	✓

LEGEND : ✓ : CAN BE USED

× : NOT TO BE USED

**Note:** Fire extinguishing equipment must be checked atleast once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.

**APPENDIX-D**

**List of Statutory Acts & Rules Relating to HSE**

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wages Act.

APPENDIX-E(Sheet 1 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(A) EXCAVATION  Pit Excavation upto 3.0m	Falling into pit	Personal injury	Provide guard rails/ barricade with warning signal Provide atleast two entries/ exits. Provide escape ladders.
	Earth Collapse	Suffocation/ Breathlessness Buried	Provide suitable size of shoring and strutting, if required. Keep soil heaps away from the edge equivalent to 1.5m or depth of pit whichever is more. Don't allow vehicles to operate too close to excavated areas. Maintain atleast 2m distance from edge of cut. Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. Battering/benching the sides.
	Contact with buried electric cables Gas/ Oil Pipelines	Electrocution Explosion	Obtain permission from competent authorities, prior to excavation, if required. Locate the position of buried utilities by referring to plant drawings. Start digging manually to locate the exact position of buried utilities and thereafter use mechanical means.
Pit Excavation beyond 3.0m	Same as above plus Flooding due to excessive rain/ underground water	Can cause drowning situation	Prevent ingress of water Provide ring buoys Identify and provide suitable size dewatering pump or well point system
	Digging in the vicinity of existing Building/ Structure	Building/Structure may collapse Loss of health & wealth	Obtain prior approval of excavation method from local authorities. Use under-pining method Construct retaining wall side by side.
	Movement of vehicles/ Equipments close to the edge of cut.	May cause cave-in or slides. Persons may get buried.	Barricade the excavated area with proper lighting arrangements Maintain at least 2m distance from edge of cut and use stop blocks to prevent over-run Strengthen shoring and strutting

**APPENDIX-E: (Sheet 2 of 12)**

**CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)**

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
Narrow deep excavations for pipelines, etc.	Same as above plus Frequent cave-in or slides	May cause severe injuries or prove fatal	Battering/benching of sides Provide escape ladders
	Flooding due to Hydro- static testing	May arise drowning situation	Same as above plus Bail out accumulated water Maintain adequate ventilation.
Rock by excavation blasting	Improper handling of explosives	May prove fatal	Ensure proper storage, handling & carrying of explosives by trained personnel. Comply with the applicable explosive acts & rules.
	Uncontrolled explosion	May cause severe injuries or prove fatal	Allow only authorized persons to perform blasting operations. Smoking and open flames are to be strictly prohibited
	Scattering of stone pieces in atmosphere	Can hurt people	Use PPE like goggles, face mask, helmets etc:
Rock excavation by blasting (Contd)	Entrapping of persons/ animals.	May cause severe injuries or prove fatal	Barricade the area with red flags and blow siren before blasting.
	Misfire	May explode suddenly	Do not return to site for atleast 20 minutes or unless announced safe by designated person.
Piling Work	Failure of pile-driving equipment	Can hurt people	Inspect Piling rigs and pulley blocks before the beginning of each shift.
	Noise pollution	Can cause deafness and psychological imbalance.	Use personal protective equipment's like ear plugs, muffs, etc.
	Extruding rods/casing	Can hurt people	Barricade the area and install sign boards Provide first-aid
	Working in the vicinity of 'Live-Electricity'	Can cause electrocution/ Asphyxiation	Keep sufficient distance from Live-Electricity as per IS code. Shut off the supply, if possible Provide artificial/rescue breathing to the injured
(B) CONCRETING	Air pollution by cement	May affect Respiratory System	Wear respirators or cover mouth and nose with wet cloth.
	Handling of ingredients	Hands may get injured	Use gloves & other PPE.
	Protruding reinforcement rods.	Feet may get injured	Provide platform above reinforcement for movement of workers or provide end caps for protection on reinforcement bars.

APPENDIX-E :(Sheet 3 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Earthing of electrical mixers, vibrators, etc. not done.	Can cause electrocution/ asphyxiation	Ensure earthing of equipments and proper functioning of electrical circuit before commencement of work.
	Falling of materials from height	Persons may get injured	Use hard hats Remove surplus material immediately from work place. Ensure lighting arrangements during night hours
	Continuous pouring by same gang	Cause tiredness of workers and may lead to accident.	Insist on shift pattern Provide adequate rest to workers between subsequent pours.
	Revolving of concrete mixer/ vibrators	Parts of body or clothes may get entrapped.	Allow only mixers with hopper Provide safety cages around moving motors Ensure proper mechanical locking of vibrator.
Super-structure	Same as above plus Deflection in props or shuttering material	Shuttering/props may collapse and prove fatal	Avoid excessive stacking on shuttering material Check the design and strength of shuttering material before commencement of work Rectify immediately the deflection noted during concreting.
	Passage to work place	Improperly tied and designed props/planks may collapse	Ensure the stability and strength of passage before commencement of work. Do not overload and stand under the passage.
(C) REINFOR-CEMENT	Curtailment and binding of rods	Persons may get injured	Use PPE like gloves, shoes, helmets, etc. Avoid usage of shift tools
	Carrying of rods for short distances/at heights	Workers may get injured their hands and shoulders.	Provide suitable pads on shoulders and use safety gloves. Tie up rods in easily liftable bundles Ensure proper staging.
	Checking of clear distance/ cover with hands	Rods may cut or injure the fingers	Use measuring devices like tape, measuring rods, etc.
	Hitting projected rods and standing on cantilever rods.	Persons may get injured and fell down	Use safety shoes and avoid standing unnecessarily on cantilever rods Avoid wearing of loose clothes

APPENDIX-E:(Sheet 4 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Falling of material from height	May prove fatal	Use helmets Provide safety nets
	Transportation of rods by trucks/ trailers	Protruded rods may hit the persons	Use red flags/lights at the ends Do not protrude the rods in front of or by the side of driver's cabin. Do not extend the rods 1/3 <sup>rd</sup> of deck length or 1.5m whichever is less
(D)WELDING AND GAS CUTTING	Welding radiates invisible ultraviolet and infra-red rays	Radiation can damage eyes and skin.	Use specified shielding devices and other PPE of correct specifications. Avoid thoriated tungsten electrodes for GTAW
	Improper placement of oxygen and acetylene cylinders	Explosion may occur	Move out any leaking cylinder Keep cylinders in vertical position Use trolley for transportation of cylinders and chain them Use flashback arrestors
	Leakage/ cuts in hoses	May cause fire	Purge regulators immediately and then turn off Never use grease or oil on oxygen line connections and copper fittings on acetylene lines Inspect regularly gas carrying hoses Always use red hose for acetylene & other fuel gases and black for oxygen
	Opening-up of cylinder	Cylinder may burst	Always stand back from the regulator while opening the cylinder Turn valve slowly to avoid bursting Cover the lug terminals to prevent short circuiting
	Welding of tanks, container or pipes storing flammable liquids	Explosion may occur	Empty & purge them before welding Never attach the ground cable to tanks, container or pipe storing flammable liquids Never use LPG for gas cutting

APPENDIX-E:(Sheet 5 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES ...(Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(E) RADIOGRAPHY	Ionizing radiation	Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.	Ensure Safety regulations as per BARC/AERB before commencement of job. Cordon off the area and install Radiation warning symbols Restrict the entry of unauthorized persons Wear appropriate PPE and film badges issued by BARC/AERB
	Transportation and Storage of Radiography source	Same as above	Never touch or handle radiography source with hands Store radiography source inside a pit in an exclusive isolated storage room with lock and key arrangement. The pit should be approved by BARC/AERB. Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. BARC/AERB has to be informed before source movement. Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
	Loss of Radio isotope	Same as above	Try to locate with the help of Survey Meter. Inform BARC/AERB (*)
(F) ELECTRICAL INSTALLATION AND USAGE	Short circuiting	Can cause Electrocutation or Fire	Use rubberized hand gloves and other PPE Don't lay wires under carpets, mats or door ways. Allow only licensed electricians to perform on electrical facilities Use one socket for one appliance Ensure usage of only fully insulated wires or cables Don't place bare wire ends in a socket Ensure earthing of machineries and equipment's Do not use damaged cords and avoid temporary connections Use spark-proof/flame proof type field distribution boxes.

(\*) Atomic Energy Regulatory Board (AERB),  
Bhabha Atomic Research Centre (BARC)  
Anushakti Nagar, Mumbai – 400 094

APPENDIX-E:(Sheet 6 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			<p>Do not allow open/bare connections Provide all connections through 30mAELCB Protect electrical cables/equipments from water and naked flames Check all connections before energizing</p>
	Overloading of Electrical System	Bursting of system can occur which leads to fire	<p>Display voltage and current ratings prominently with 'Danger' signs. Ensure approved cable size, voltage grade and type Switch off the electrical utilities when not in use Do not allow unauthorized connections. Ensure proper grid wise distribution of Power</p>
	Improper laying of overhead and underground transmission lines/cables	Can cause electrocution and prove fatal	<p>Do not lay un armoured cable directly on ground, wall, roof of trees Maintain atleast 3m distance from HT cables All temporary cables should be laid atleast 750 mm below ground on 100 mm fine sand overlying by brick soling Provide proper sleeves at crossings/ inter-sections Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions/termination</p>
(G) FIRE PREVENTION AND PROTECTION	Small fires can become big ones and may spread to the surrounding areas	Cause burn injuries and may prove fatal	<p>In case a fire breaks out, press fire alarm system and shout "Fire, Fire". Keep buckets full of sand &amp; water/ fire extinguishing equipment near hazardous locations. Confine smoking to 'Smoking Zones' only. Train people for using specific type of fire fighting equipments under different classes of fire. Keep fire doors/shutters, passages and exit doors unobstructed. Maintain good housekeeping and first-aid boxes (for details refer Appendix-B). Don't obstruct access to Fire extinguishers. Do not use elevators for evacuation during fire. Maintain lightening arrestors for elevated structures. Stop all electrical motors with internal combustion.</p>

APPENDIX-E :(Sheet 7 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Move the vehicles from dangerous locations. Remove the load hanging from the crane booms Remain out of the danger areas.
	Improper selection of Fire extinguisher	It may not extinguish the fire	Ensure usage of correct fire extinguisher meant for the specified fire (for details refer Appendix-C). Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO <sub>2</sub> /sand or earth.
	Improper storage of highly inflammable substances	Same as above	Maintain safe distance of flammable substances from source of ignition. Restrict the distribution of flammable materials to only min. necessary amount. Construct specifically designed fuel storage facilities. Keep chemicals in cool and dry place away from heat. Ensure adequate ventilation. Before welding operation, remove or shield the flammable material properly. Store flammable materials in stable racks, correctly labeled preferably with catchment trays. Wipe off the spills immediately
	Short circuiting of electrical system	Same as above Can cause Electrocutation	Don't lay wires under carpets, mats or door ways Use one socket for one appliance. Use only fully insulated wires or cables. Do not allow open/bare connections. Provide all connections through 30mAELCB. Ensure earthing of machineries and equipments.
(H) VEHICULAR MOVEMENT	Crossing the Speed Limits (Rash driving)	Personal injury	Obey speed limits and traffic rules strictly. Always expect the unexpected and be a defensive driver. Use seat belts/helmets. Blow horn at intersections and during overtaking operations. Maintain the vehicle in good condition. Do not overtake on curves, bridges and slopes.
	Adverse weather condition	Same as Above	Read the road ahead and ride to the left. Keep the wind screen and lights clean. Do not turn at speed. Recognize the hazard, understand the defense and act correctly in time.

APPENDIX-E :(Sheet 8 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Consuming alcohol before and during the driving operation	Same as above	Alcohol and driving do not mix well. Either choose alcohol or driving. If you have a choice between hitting a fixed object or an on-coming vehicle, hit the fixed object Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. Do not force the driver to drive fast and round the clock. Do not day dream while driving
	Falling objects/ Mechanical failure	May prove fatal	Ensure effective braking system, adequate visibility for the drives, reverse warning alarm. Proper maintenance of the vehicle as per manufacturer instructions
(I) PROOF TESTING (HYDROSTATIC/ PNEUMATIC TESTING)	Bursting of piping Collapse of tanks Tanks flying off	May cause injury and prove fatal	Prepare test procedure & obtain EIL/owner's approval. Provide separate gauge for pressurizing pump and piping/equipment. Check the calibration status of all pressure gauges, dead weight testers and temperature recorders. Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range. Provide safety relief valve (set at pressure slightly higher than test pressure) while testing with air/ nitrogen. Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/nuts, grouting, etc. before and during testing. Keep the vents open before opening any valve while draining out of water used for hydro-testing of tanks. Pneumatic testing involves the hazard of released energy stored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction.

APPENDIX-E :(Sheet 9 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
(J) WORKING AT HEIGHTS	Person can fall down	May sustain severe injuries or prove fatal	Provide guard rails/barricade at the work place Use PPE like full body harness, life line, helmets, safety shoes, etc. Obtain a permit before starting the work at height above 2 meters Fall arrest and safety nets, etc. must be installed Provide adequate working space(min. 0.6 m) Tie/weld working platform with fixed support Use roof top walk ladder while working on a slopping roofs Avoid movement on beams
		May hit the scrap/material stacked at the ground or in between	Keep the work place neat and clean Remove the scrap immediately
	Material can fall down	May hit the workers working at lower levels and prove fatal	Same as above plus Do not throw or drop materials or equipment from height. i.e. do not <i>bomb</i> materials All tools to be carried in a tool-kit Bag or on working uniform Remove scrap from the planks Ensure wearing of helmet by the workers working at lower levels. Multiple activities at same location to be avoided.
(K) CONFINED SPACES	Suffocation/ drowning	Unconsciousness, death	Use respiratory devices, if reqd. Avoid overcrowding inside a confined space Provide Exhaust fans for ventilation Do not wear loose clothes, neck ties, etc. Fulfill conditions of the permit

APPENDIX-E:(Sheet 10 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
			Check for presence of hydrocarbons, O <sub>2</sub> level Obtain work permit before entering a confined space Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange
	Presence of foul smell and toxic substances	Inhalation can pose threat to life	Same as above plus Check for hydrocarbon and Aromatic compounds before entering a confined space Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency
	Ignition/ flame can cause fire	Person may sustain burn injuries or explosion may occur	Keep fire extinguishers at a hand distance Remove surplus material and scrap immediately Do not smoke inside a confined space Do not allow gas cylinders inside a confined space Use low voltage (24V) lamps for lighting Use tools with air motors or electric tools with max. voltage of 24V Remove all equipment's at the end of the day
(L) HANDLING AND LIFTING EQUIPMENTS	Failure of load lifting and moving equipment's	Can cause accident and prove fatal	Avoid standing under the lifted load and within the operating radius of cranes. Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery. Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. Allow crane to move only on hard, firm and leveled ground. Allow lifting slings as short as possible and check gunny packings at the friction points. Do not allow crane to tilt its boom while moving Install Safe Load Indicator. Ensure certification by applicable authority.

APPENDIX-E :(Sheet 11 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
	Overloading of lifting equipments	Same as above	Safe lifting capacity of derricks and winches written on them shall be got verified The max. safe working load shall be marked on all lifting equipments Check the weight of columns and other heavy items painted on them and accordingly decide about the crane capacity, boom and angle of erection Allow only trained operators and riggers during crane operation.
	Overhead electrical wires	Can cause electrocution and fire	Do not allow boom or other parts of crane to come within 3m reach of overhead HT cables Hook and load being lifted shall preferably remain in full visibility of crane operators.
(M) SCAFFOLDING, FORMWORK AND LADDERS	Person can fall down	Person May sustain severe injuries and prove fatal	Provide guard rails for working at height. Face ladder while climbing and use both hands. Ladders shall extend about 1m above landing for easy access and tying up purpose. Do not place ladders against movable objects and maintain base at 1/4 unit of the working length of the ladder. Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes. No loose planks shall be allowed. Use PPE, like helmets, safety shoes etc.
	Failure of scaffolding material	Same as above	Inspect visually all scaffolding materials for stability and anchoring with permanent structures. Design scaffolding for max. load carrying capacity. Scaffolding planks shall not be less than 50X250 mm full thickness lumber or equivalent. These shall be cleated or secured and must extend over the end supports by at least 150mm and not more than 300mm. Don't overload the scaffolds. Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
	Material can fall down	Persons working at lower level gets injured	Remove excess material and scrap immediately. Carry the tools in a tool-kit bag only. Provide safety nets.

APPENDIX-E:(Sheet 12 of 12)

CONSTRUCTION HAZARDS, THEIR EFFECTS & PREVENTIVE MEASURES (...Contd.)

ACTIVITY	TYPE OF HAZARD	EFFECT OF HAZARD	PREVENTIVE MEASURES
(N) STRUC- TURAL WORKS	Personal negligence and danger of fall	Can cause injury or casualty	Do not take rest inside rooms built for welding machines or electrical distribution system. Avoid walking on beams at height. Wear helmet with chin strap and full body harness while working at height. Use hand gloves and goggles during grinding operations. Cover or mark the sharp and projected edges. Do not stand within the operating radius of cranes.
	Lifting/ slipping of material	Same as above	Do not stand under the lifted load. Stack properly all the materials. Avoid slippage during handling. Control longer pieces lifted up by cranes from both ends. Remove loose materials from height. Ensure tightening of all nuts & bolts.
(O)PIPELIN E WORKS	Erection/ lowering failure	Can cause injury	Do not stand under the lifted load. Do not allow any person to come within the radii of the side boom handling pipes. Check the load carrying capacity of the lifting tools & tackles. Use safe Load Indicators (SLI). Use appropriate PPEs.
	Other	Same as above	Wear gum boots in marshy areas. Allow only one person to perform signaling operations while lowering of pipes. Wedges to be provided below the pipe to prevent spool/pipe roll out. Provide night caps on pipes. Provide end covers on pipes for stoppage of pigs while testing/ cleaning operations.
(P) GRIT BLASTING	Pollution in neighboring area, hit by grit sand high pressure air	Can cause personal injury	Ensure the blasting is done in enclosed shed. Keep safe distance while blasting operations. Wear positive pressure blast hood or helmet with view-window, ear-muff/plug, gloves, overall or leather coat /apron, rubber shoes.

APPENDIX-F

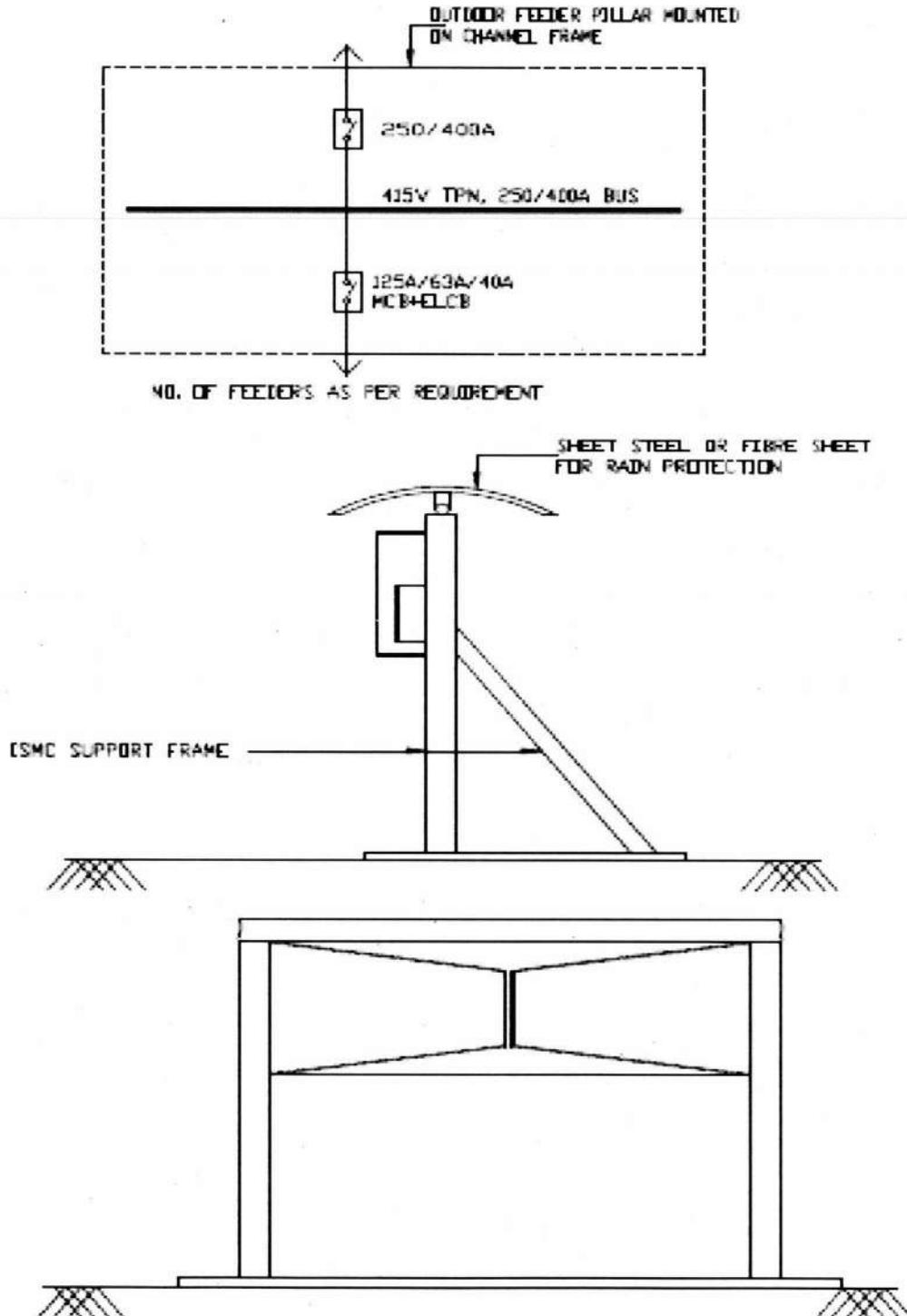
TRAINING SUBJECTS / TOPICS

(For contractors' personnel)

1. The Law & Safety – Statutory Requirement / Applicable statutes / Duties of employer / employee.
2. Policy & Administration – Why HSE? / Duties & Responsibilities of Safety Personnel at project site / Effect of incentive on accident prevention.
3. HSE & Supervision – Duties of Supervisor / HSE integrated supervision / Who should be held responsible for site accidents?
4. Safety Budget / Cost of Accidents – Direct costs / Indirect costs.
5. Hazard Identification / Type of hazards / HIRAC.
6. Behavioral Safety & Motivation.
7. Housekeeping – Storage / Stacking / Handling of materials / Hydraulic Mobile Crane handling.
8. Occupational Health in Construction sector.
9. Personal Protective Equipment's – Respiratory & Non- respiratory.
10. Electricity & Safety – ELCB / Fuse / Powered tools / Project illumination.
11. Handling of Compressed Gas – Transportation / Storage / FBAs / Fire prevention.
12. Machine Safety – Machine guarding / Maintenance.
13. Transportation – Hazards & risks in transp. of materials / ODC consignments.
14. Cranes & Other Lifting machinery – Legal requirements vis-à-vis essential safety requirements.
15. Communication – HSE Induction / TBTs / Safety Committee / Safety meeting / Safety propaganda / Publicity.
16. Excavation – Risks & Dangers / Safety measures.
17. Working at Heights – Use of ladder / Work on roofs / Scaffolds / Double harness lanyards / Life-line / Fall arrester / Safety Nets / Floor openings.
18. Hazards in Welding & important safety precautions.
19. Gas Cutting – Hazards & safety measures.
20. Fire prevention & fire protection.

APPENDIX - G

CONSTRUCTION POWER BOARD(typ)



NOTES:-

1. CONTRACTOR TO INSTALL TEMPORARY CONST. POWER BOARD AS SHOWN IN THE DRG. ITS LOCATION SHALL BE EASILY ACCESSABLE.
2. POWER DISTRIBUTION BOARD SHALL BE EARTHED AT TWO POINTS BY MINIMUM 40X5MM GI STRIP FROM THE AVAILBLE GRID. OR DIRECTLY CONNECTED TO TWO DIRECTLY DRIVEN EARTH ELECTRODES.
3. DISTRIBUTION BOARD SHALL BE FABRICATED BY USING 14MM CRCA SHEET STEEL WITH HINGED DOORS AND ALL COMPONENT MOUNTED IN IT.
4. ALL INCOMING AND OUTGOING CABLES SHALL HAVE BOTTOM ENTRY.

**APPENDIX-H**

**LIST OF PROCEDURES (MINIMUM) TO BE FORMING PART OF HSE PLAN:-**

**A. HSE Management Procedures:**

- HSE Risk Management (including HIRA)
- HSE Legal Compliance and Other Requirements
- HSE Objectives & Performance
- HSE Training and Competence (including Induction)
- HSE Motivation & Award Scheme
- HSE Audits
- HSE Sub Contractor Management
- HSE Emergency Management
- HSE Incidents Reporting and Management
- HSE procedure for Behaviour based Safety
- First Aid & Management
- Roles, Responsibility, accountabilities and Authorities

**B. Job procedures/Safe Operating procedures**

- Setting Up Site & Signages
- Working at Height
- Confined Space Entry
- Permit to Work (including hot works)
- Housekeeping
- Transportation of materials including Manual Handling
- Earthmoving Operations & excavation
- Scaffolding
- Fire Prevention/Protection
- Hazardous Substance handling & Storage
- Personal Protective Equipment

APPENDIX-I

LIFE SAVING RULES

<p><b>Bypassing Safety Controls</b></p> <p><b>Obtain authorisation before overriding or disabling safety controls</b></p>  <ul style="list-style-type: none"> <li>I understand &amp; use safety-critical equipment and procedure which apply to my task</li> <li>I obtain authorization before:                             <ul style="list-style-type: none"> <li>disabling or overriding safety equipment</li> <li>deviating from procedures</li> <li>crossing a barrier</li> </ul> </li> </ul>	<p><b>Confined Space</b></p> <p><b>Obtain authorisation before entering a confined space</b></p>  <ul style="list-style-type: none"> <li>I confirm energy sources are isolated</li> <li>I confirm the atmosphere has been tested and is monitored</li> <li>I check and use my breathing apparatus when required</li> <li>I confirm there is an attendant standing by</li> <li>I confirm rescue plan is in place</li> <li>I obtain authorization to enter</li> </ul>	<p><b>Driving</b></p> <p><b>Follow safe driving rules</b></p>  <ul style="list-style-type: none"> <li>I always wear a seatbelt</li> <li>I do not exceed the speed limit, and reduce my speed for road conditions</li> <li>I do not use phones or operate devices while driving</li> <li>I am fit, rested and fully alert while driving</li> <li>I follow journey management requirements</li> </ul>	
<p><b>Energy Isolation</b></p> <p><b>Verify isolation and zero energy before work begins</b></p>  <ul style="list-style-type: none"> <li>I have identified all energy sources</li> <li>I confirm that hazardous energy sources have been isolated, locked and tagged</li> <li>I have checked there is zero energy and tested for residual or stored energy</li> </ul>	<p><b>Hot Work</b></p> <p><b>Controls flammables and ignition sources</b></p>  <ul style="list-style-type: none"> <li>I identify and control ignition sources</li> <li>Before starting any hot work:                             <ul style="list-style-type: none"> <li>I confirm flammable material has been removed or isolated</li> <li>I obtain authorization</li> </ul> </li> <li>Before starting hot work in a hazardous area I confirm:                             <ul style="list-style-type: none"> <li>a gas test has been completed</li> <li>gas will be monitored continually</li> </ul> </li> </ul>	<p><b>Line of Fire</b></p> <p><b>Keep yourself and others out of the line of fire</b></p>  <ul style="list-style-type: none"> <li>I position myself to avoid:                             <ul style="list-style-type: none"> <li>moving objects</li> <li>vehicles</li> <li>pressure releases</li> <li>dropped objects</li> </ul> </li> <li>I establish and obey barriers and exclusion zones</li> <li>I take action to secure loose objects and report potential dropped objects</li> </ul>	
<p><b>Safe Mechanical Lifting</b></p> <p><b>Plan lifting operations and control the area</b></p>  <ul style="list-style-type: none"> <li>I confirm that the equipment and load have been inspected and are fit for purpose</li> <li>I only operate equipment that I am qualified to use</li> <li>I establish and obey barriers and exclusion zones</li> <li>I never walk under a suspended load</li> </ul>	<p><b>Work Authorization</b></p> <p><b>Work with a valid permit when required</b></p>  <ul style="list-style-type: none"> <li>I am authorised to perform the work</li> <li>I understand the permit</li> <li>I have confirmed that hazards are controlled and it is safe to start</li> <li>I stop and reassess if conditions change</li> </ul>	<p><b>Work at Height</b></p> <p><b>Protect yourself against a fall when working at height</b></p>  <ul style="list-style-type: none"> <li>I inspect my fall protection equipment before use</li> <li>I secure tools and work materials to prevent dropped objects</li> <li>I tie off 100% to approved anchor points while outside a protected area</li> </ul>	<p><b>Excavation</b></p> <p><b>Follow safe excavation procedure</b></p>  <ul style="list-style-type: none"> <li>Before starting any excavation:                             <ul style="list-style-type: none"> <li>I confirm availability of underground utilities</li> <li>I obtain authorization</li> <li>I take adequate precautions to prevent collapse of soil</li> </ul> </li> </ul>

FORMAT NO. : HSE-1 REV 1

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**SAFETY WALK-THROUGH REPORT**

(Name & signature of walk through performer to be inserted at the bottom of each page)

Project : \_\_\_\_\_ Report no. : \_\_\_\_\_  
Date : \_\_\_\_\_ Contractor : \_\_\_\_\_  
Inspection by : \_\_\_\_\_ Owner : \_\_\_\_\_  
Frequency : Monthly Job no. : \_\_\_\_\_

Note : Write 'NA' wherever the item is not applicable

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
1.	HOUSEKEEPING				
a)	Waste containers provided and used				
b)	Sanitary facilities adequate and Clean				
c)	Passageways and Walkways Clear				
d)	General neatness of working areas				
e)	Other				
2.	PERSONNEL PROTECTIVE EQUIPMENT				
a)	Goggles; Shields				
b)	Face protection				
c)	Hearing protection				
d)	Foot protection				
e)	Hand protection				
f)	Respiratory Masks etc.				
g)	Full body harness conforming to CE, EN 361				
h)	Hard hat (HDPE)				
i)	Other				
3.	EXCAVATIONS/OPENINGS				
a)	Openings properly covered or barricaded				
b)	Excavations shored				
c)	Excavations barricaded				
d)	Overnight lighting provided				
e)	Other				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 1

(Sheet 2 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
4.	WELDING & GAS CUTTING				
a)	Gas cylinders chained upright				
b)	Cables and hoses not obstructing				
c)	Screens or shields used				
d)	Flammable materials protected				
e)	Live electrode bits contained properly				
f)	Fire extinguisher (s) accessible				
g)	Other				
5.	SCAFFOLDING & BARRICADING				
a)	Fully decked platforms				
b)	Guard and intermediate rails in place				
c)	Toe boards in place				
d)	Adequate shoring				
e)	Adequate access				
f)	Positive barricading for critical activities				
g)	Installation of warning signs				
h)	Other				
6.	LADDERS				
a)	Extension side rails 1 m above				
b)	Top of landing				
c)	Properly secured				
d)	Angle + 70° from horizontal				
e)	Other				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 1

(Sheet 3 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
7.	HOISTS, CRANES AND DERRICKS				
a)	Condition of cables and sheaves OK				
b)	Condition of slings, chains, hooks and eyes O.K.				
c)	Inspection and maintenance log-books maintained				
d)	Outriggers used				
e)	Reverse horn installed / active / coupled with gear				
f)	Signs/barricades provided				
g)	Signals observed and understood				
h)	Qualified operators				
i)	Other				
8.	MACHINERY, TOOLS AND EQUIPMENT				
a)	Proper instruction				
b)	Safety devices				
c)	Proper cords				
d)	Inspection and maintenance				
e)	Other				
9.	VEHICLE AND TRAFFIC				
a)	Rules and regulations observed				
b)	Inspection and maintenance				
c)	Licensed drivers				
d)	Other				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 1

(Sheet 4 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
10.	TEMPORARY FACILITIES				
a)	Emergency instructions posted				
b)	Fire extinguishers provided				
c)	Fire-aid equipment available				
d)	Secured against storm damage				
e)	General neatness				
f)	In accordance with electrical requirements				
g)	Other				
11.	FIRE PREVENTION				
a)	Personnel trained & instructed to make use of facility				
b)	Fire extinguishers checked periodically & record maintained				
c)	No smoking in Prohibited areas.				
d)	Fire Hydrants not obstructed				
e)	Regular fire drill conducted				
12.	ELECTRICAL				
a)	Use of 3-core armored cables everywhere				
b)	Usage of 'All insulated' or 'double-insulated' electrical tools				
c)	All electrical connection are routed through ELCB				
d)	Natural Earthing at the source of power (Main DB)				
e)	Continuity and tightness of earth conductor				
f)	Effective covering of junction boxes, panels and other energized wiring places				
g)	Ground fault circuit interrupters provided				
h)	Prevention of tripping hazards maintained				
f)	DCP extinguishers arranged & licensed electrician engaged at site				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 1

(Sheet 5 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
13.	HANDLING AND STORAGE OF MATERIALS				
a)	Safely stored or stacked				
b)	Passageways clear / free from obstructions				
c)	Fire fighting facility in place				
14.	FLAMMABLE GASES AND LIQUIDS				
a)	Containers clearly identified / protected from fire				
b)	Safe storage & transportation arrangement made				
c)	Fire extinguishers positioned nearby				
d)	Facilities kept away from electric spark, hot spatters & ignition source.				
15.	WORKING AT HEIGHT				
a)	Approved Erection plan and work permit in place				
b)	Safe access, Safe work platform & Safety nets provided				
c)	Life lines, Fall arrester, Full body harness with double lanyards used;				
d)	Health Check record available for workers going up?				
e)	Protective handrails arranged around floor openings				
16.	CONFINED SPACE				
a)	Work Permit obtained from requisite authority				
b)	Test for toxic gas and sufficient availability of oxygen conducted & status				
c)	Supervisor present at site & at least one person outside the confined space for monitoring deputed				
d)	Availability of safe means of entry, exit and ventilation (register for entry & exit maintained)				
e)	Fire extinguisher and first-aid facility ensured				
f)	Lighting provision made by using 24V Lamp				
g)	Proper usage of PPEs ensured				
17.	RADIOGRAPHY				
a)	Proper storage and handling of source as per BARC/ AERB guidelines (authorized radiographer available)				
b)	Work permit obtained				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-1 REV 1

(Sheet 6 of 6)

SL. NO.	ITEM	Satisfactory/ Yes	Non satisfactory/ No	Remarks	Action
c)	Cordoning of the area done				
d)	Use of appropriate PPE's ensured				
e)	HSE training to workers/supervisors imparted during the fortnight (indicate topic)				
f)	Minimum occupancy of workplace ensured				
18.	HEALTH CHECKS				
a)	All Workers medically examined and found be fit for working at heights (slinging, rigging, painting etc.) in confined space in excavation / trenching in shot blasting				
b)	Availability of First Aid box with contents				
c)	Proper sanitation at site, office and labour camps				
d)	Arrangement of medical facilities.				
e)	Measures for dealing with illness at site & labour camps.				
f)	Availability of Potable drinking water for workmen & staff.				
g)	Provision of crèches for children.				
h)	Stand by vehicle / ambulance available for evacuation of injured				
i)	Adherence to Govt. Guidelines/procedures during epidemic and pandemic (as applicable).				
19.	ENVIRONMENT				
a)	Chemical and Other Effluents properly disposed				
b)	Cleaning liquid of pipes disposed off properly				
c)	Seawater used for hydro-testing disposed off as per agreed procedure				
d)	Lubricant Waste/Engine oils properly disposed				
e)	Waste from Canteen, offices, sanitation etc. disposed properly				
f)	Disposal of surplus earth, stripping materials, Oily rags and combustible materials done properly				
g)	Green belt protection				

Safety walk-through performer (Name & Signature).....

FORMAT NO. : HSE-2 REV 0

(Sheet 1 of 3)

**ACCIDENT REPORT**

(To be submitted by Contractor after every Accident within 24 hours to EIL/ Owner)

Report No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project site: \_\_\_\_\_ Name of work: \_\_\_\_\_

Contractor's name: \_\_\_\_\_ Contractor's Job Engineer (name) \_\_\_\_\_

Non-disabling injury (Non-LTI)	Hospitalized but resumed duty before end of 48 hrs of accident	
Disabling injury (other LTI)	Hospitalized & failed to resume duty within next 48 hrs	
Fatal (LTI):	Death / Expiry	
First Aid case	Resume duty after first aid	

Name of the injured: \_\_\_\_\_ Father's name of victim: \_\_\_\_\_

Sub Contractor's Name: .....

Gate Pass No.: ..... Age: \_\_\_\_\_ Yrs. Victim's medical fitness exam. (Pre-empl.) date: - \_\_\_\_\_

Date & time of Accident / Incident: \_\_\_\_\_

Names of Witnesses: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Profession of victim:**

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c operator	
Engineer		Manager		Other/specify	

**Qualification**

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

**Job Experience**

NIL		Less than 2 yrs		2-5 yrs	
5-10 yrs		11-15 yrs		15 years and above	

Location where the incident happened: \_\_\_\_\_

FORMAT NO. : HSE-2 REV 0

(Sheet 2 of 3)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident? .....

.....

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Trunk (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

FORMAT NO. : HSE-2 REV 0

(Sheet 3 of 3)

**Medical Aid provided:-**(indicate specific aids / treatment etc.)-

.....  
 .....  
 .....

**Actions taken to prevent recurrence of similar incident / accident:**.....

.....  
 .....  
 .....  
 .....  
 .....  
 .....

**Intimation to local authorities** (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom .....

Safety Officer  
 (Signature and Name)  
 Stamp of Contractor

Site Head / Resident Construction Manager  
 (Signature and Name)

- To :
- : Owner
  - : RCM/Site-in-charge EIL (3 copies)
    - Nodal Officer HO through RCM (In case of major accident)
    - Divisional Head (Constn) through RCM
    - Project Manager, EIL, through RCM

FORMAT NO. : HSE-3 REV 0

(Sheet 1 of 5)

**SUPPLEMENTARY ACCIDENT INVESTIGATION REPORT**  
**TICK THE APPROPRIATE ONEAS APPLICABLE (furnish within 72 hours)**

Supplementary to Incident / Accident Report No: \_\_\_\_\_ (Copy enclosed)

Report No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project site: \_\_\_\_\_ Name of work: \_\_\_\_\_

Contractor's name: \_\_\_\_\_ Contractor's Job Engineer (name) \_\_\_\_\_

Non-disabling injury (Non-LTI)	Hospitalized but resumed duty before end of 48 hrs of accident.	
Disabling injury (other LTI)	Hospitalized & failed to resume duty within next 48 hrs.	
Fatal (LTI)	Death / Expiry	
First Aid case	Resume duty after first aid	

Name of the injured: \_\_\_\_\_ Father's name of victim: \_\_\_\_\_

Sub Contractor's Name: .....

Gate Pass No.:..... Age: \_\_\_\_\_ Yrs. Victim's medical fitness exam. (Pre-empl.) date: - \_\_\_\_\_

Date & time of Accident / Incident: \_\_\_\_\_

Names of Witnesses: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Profession of victim:**

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

**Qualification**

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

**Job Experience**

NIL		Less than 2 yrs.		2-5 yrs.	
5-10 yrs.		11-15 yrs.		15 years and above	

Location where the incident happened: \_\_\_\_\_

\_\_\_\_\_

FORMAT NO. : HSE-3 REV 0

(Sheet 2 of 5)

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident? .....

.....  
.....

Particular of tools & tackles being used and condition of the same after incident/accident:

.....  
.....

Description of Incident/Accident (How the incident was caused) : .....

.....  
.....  
.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Trunk (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

FORMAT NO. : HSE-3 REV 0

(Sheet 3 of 5)

**Accident type:**

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

Name & Designation of person who provided First-Aid to the victim: \_\_\_\_\_

Name & Telephone number of Hospital where the victim was treated \_\_\_\_\_

Mode of transport used for transporting victim – Ambulance / Private car / Tempo / Truck / Others

How much time taken to shift the injured person to Hospital \_\_\_\_\_

In case of FATAL incident, indicate clearly the BOCW Registration No. of the victim/Company.....

...

Comments of Medical Practitioner, who treated / attended the victim/injured (attached / described here) \_\_\_\_\_

What actions are taken for investigation of the incident, please indicate clearly – (Video film / Photography / Measurements taken etc. ....)

**Immediate cause** (Please tick the right applicable) –

Hazardous methods or procedures inadequately guarded		Poor housekeeping		Inadequate or improper PPE	
Environmental hazards (excess noise/ space constraint/ inadequate ventilation)		improper illumination/Moving on oval surface		Working on dangerous equipment	

FORMAT NO.: HSE-3 REV 0

(Sheet 4 of 5)

Failure to secure		Horse-play		Failure to use PPE	
Inattention to surroundings		Improper use of hands & body-parts		By-passing safety devices	
Unsafe mixing or placement of tools & tackles		Bypassing standard procedures		Failure in communication	
Operating without authority		Improper use of equipment or tools & tackles		drug or alcoholic influence	
excessive haste		Others(specify)			

**Basic cause**

Over confidence		Impulsiveness		over-exertion	
Faulty judgement or poor understanding		Failing to keep attention constantly		Nervousness & Fear	
Fatigue		Defective vision		Ill health or sickness	
Slow reaction		Others(specify)			

**Root cause**

Inadequate Engg.		Improper Design		Inadequate Planning & organization	
Inadequate knowledge		Inadequate skill		Inadequate training	
Inadequate supervision		Improper work procedure		Inadequate compliance with standard	
Substandard performance		Inadequate maintenance		Improper inspection	
Others(specify)					

Loss of man days and impact on site works, (if any) –

**Remarks from Contractor's Safety Officer/ Engineer –**

Was the victim performing relevant tasks for which he was engaged /employed? Yes / No  
 Was the Supervisor present on work-site during the incident? Yes / No  
 Have the causes of incident rightly identified? Yes / No  
 Cause of Accident was \_\_\_\_\_

FORMAT NO. : HSE-3 REV 0

(Sheet 5 of 5)

Remedial measures recommended by **Safety Officer of Contractor** for avoiding similar incident in future

: .....

.....

.....

.....

.....

.....

.....

.....

**Intimation to local authorities** (Dist. Collector / Local Police Station / ESI authority): Yes / No / NA.

If yes, to whom .....

Safety Officer  
(Signature and Name)

Site Head / Resident Construction Manager  
(Signature and Name)  
Stamp of Contractor

To : Owner  
: RCM/ Site-in-charge of EIL (3 copies)  
: Nodal Officer HO through RCM (In case of major accident)  
: Divisional Head (Constn.) through RCM  
: Project Manager EIL, through RCM

FORMAT NO. : HSE-4 REV 0

**NEAR MISS INCIDENT/ DANGEROUS OCCURRENCE REPORT PROFORMA**  
(to be submitted within 24 hours)

Report No.: \_\_\_\_\_

Name of Site: \_\_\_\_\_

Date: \_\_\_\_\_

Name of work: \_\_\_\_\_

Contractor: \_\_\_\_\_

Incident reported by :

Date & Time of Incident :

Location :

Brief description of incident

Probable cause of incident

Suggested corrective action

Steps taken to avoid recurrence

Yes

No

Safety Officer  
(Signature and Name)

Site Head / Resident Construction Manager  
(Signature and Name)

Stamp of Contractor

Note:

- **Near Miss:** Human injury escaped & no damage to property, equipment or interruption to work.
- **Dangerous Occurrence:** Occurrences as mentioned below shall be considered as "Dangerous occurrences"
  - a. collapse or failure of lifting appliances or hoist or conveyors or other similar equipment for handling building or construction material or breakage or failure of rope, chain or loose gears; overturning of cranes used in building or other construction work; falling of objects from height;
  - b. collapse or subsidence of soil, any wall, floor, gallery, roof or any other part of any structure, platform, staging, scaffolding or any means of access including formwork;
  - c. collapse of transmission tower;
  - d. fire and explosion causing damage to property at Construction site.
  - e. spillage or leakage of hazardous substances and damage to their container;
  - f. Collapse, capsizing, toppling or collision of transport equipment;
  - g. Leakage or release of harmful toxic gases at the construction site.

To : Owner  
:RCM/Site-in-charge EIL (3 copies)

Divisional Head (Const.) through RCM  
Project Manager EIL, through RCM

} (Applicable for Dangerous Occurrence only)

FORMAT NO. : HSE-5 REV 0  
MONTHLY HEALTH, SAFETY & ENVIRONMENTAL (HSE) REPORT  
(To be submitted by each Contractor)

Actual work start Date: \_\_\_\_\_ For the Month of: \_\_\_\_\_  
Project: \_\_\_\_\_ Report No: \_\_\_\_\_  
Name of the Contractor: \_\_\_\_\_ Status as on: \_\_\_\_\_  
Name of Work: \_\_\_\_\_ Job No : \_\_\_\_\_  
(Contractor in consultation with EIL shall generate the reports through web based package (www3.eil.co.in/eilhse)only.

ITEM	UPTO PREVIOUS MONTH	THIS MONTH	CUMULATIVE
1) Average number of Staff & Workmen (average daily headcount. not man days)			
2) Total Man-hours worked			
3) Number of site personnel undergone HSE Induction			
4) Number of HSE meetings organized at site			
5) Number of HSE awareness programmes conducted at site			
6) Number of Tool Box Talks conducted			
7) Number of Loss Time Injuries (LTI)	Fatalities		
	Other LTI		
8) Number of Non disabling injury (Non-LTI)			
9) Number of First Aid Cases			
10) Number of Near Miss Incidents			
11) Number of Dangerous Occurrences			
12) No. of unsafe acts/ practices detected			
13) No. of disciplinary actions taken against staff/ workmen			
14) Man-days lost due to injury			
15) LTI Free man-hours i.e. LTI free man-hours counted from the Last LTI (enter date: .....)			
16) Frequency Rate (No. of reportable LTI per 10lacs man-hours worked)			
17) Severity Rate (No. of man days lost due to LTI per 10lacs man-hours worked)			
18) No. of activities for which HIRAC Completed			
19) No. of incentives/ awards given			
20) No. of occasions on which penalty imposed by EIL/ Owner			
21) No. of Audits conducted			
22) No. of pending NCs in above Audits			
23) Compensation cases raised with Insurance			
24) Compensation cases resolved and paid to workmen			
25) No of Vehicular Accident cases			
26) No of fire/Explosion cases			
27) Whether workmen compensation policy taken		Yes	No
28) Whether workmen compensation policy is valid		Yes	No
29) Whether workmen registered under ESI Act, as applicable		Yes	No
30) Whether HIRAC Register prepared and updated		Yes	No
31) Whether Environment Aspect Impact Register prepared and updated		Yes	No
32) Whether Legal Register prepared and updated		Yes	No
Remarks, if any			

Date:

Prepared by Safety Officer Approved by Site Head / Resident Construction Manager  
(Signature and Name)(Signature and Name)

To: -  
- RCM EIL

FORMAT NO. : HSE-6 REV 1

**PERMIT FOR WORKING AT HEIGHTS (ABOVE 2.0 METER)**

(In duplicate to be issued daily for site and for office)

Permit No..... Name of Main Contractor.....  
 Name of work executing agency / sub agency / vendor.....  
 Date..... Exact Location of work.....  
 Nature of work .....Duration of work (from) ..... (to) .....  
 Number of workers covered within this permit.....  
 (List enclosed with name & gate pass numbers.)

Sl. No.	Items / Subjects	Status of compliance (Yes / No)
1	Work areas / Equipment's inspected	
2	Work area cordoned off	
3	Adequate lighting is provided	
4	Precautions against public traffic taken	
5	Concerned persons in & around have been alerted & cautioned	
6	Hazards / risks involved in routine / non-routine task assessed and control measures have been implemented at specific task	
7	ELCB provided for electrical connection & found working	
8	Ladder safely attached / fixed	
9	Scaffoldings are checked and TAGs are found used correctly	
10	Working platforms are provided and are found sound /safe for use	
11	Safe access & egress arrangements (e.g. ladders, fall arresters, life-lines etc.) are satisfactorily incorporated	
12	a. Openings on platform / floors are effectively cordoned / covered	
	b. Safety Nets are provided wherever required	
13	Use of following safety gadgets by people working at area under this permit, is checked and found satisfactory - Safety helmet Safety harness (full body) with double lanyard Safety Shoes Safety gloves Safety goggles	
14	Housekeeping of work area found satisfactorily tidy / clean & clear	
15	Adequate measures have been taken for works being continued at the ground level, when simultaneous works are permitted overhead at that very location.	
16	Materials are not thrown from heights on to ground	
17	Medical examination of workers are made & found satisfactory	
18	Responsible job engineer / supervisor found physically present at work spot for overall administration of work as well as safety of people.	

Above items have been checked & compliance has been found in place. Hence work is permitted to start / continue at the above-mentioned location. Work shall not start till identified lapses are rectified.

Additional Precautions, if any .....

Work Permit Receiver                      Verification By                      Work Permit issuer  
 Contractor Job Supervisor              Contractor Safety Officer              Contractor Engineer/RCM

**AT THE END OF THE DAY/WORK:**

All works at height are completed & workmen have returned safely from work location at (time)..... (date).....

(Sig. Contractor Engineer)

FORMAT NO. : HSE-7 REV 1

**CONFINED SPACE ENTRY PERMIT**

Project site \_\_\_\_\_ Sr. No. \_\_\_\_\_  
 Name of the work \_\_\_\_\_ Date \_\_\_\_\_  
 Name of Contractor \_\_\_\_\_ Nature of work \_\_\_\_\_  
 Exact location of work \_\_\_\_\_

Safety Requirements POSITIVE ISOLATION OF THE VESSEL IS MANDATORY							
<b>(A) Has the equipment been ?</b>							
Y NR	Y NR	Y NR					
<input type="checkbox"/> <input type="checkbox"/>	Isolated from power/steam/air	<input type="checkbox"/> <input type="checkbox"/>	water flushed &/or steamed	<input type="checkbox"/> <input type="checkbox"/>	radiation sources removed		
<input type="checkbox"/> <input type="checkbox"/>	isolated from liquid or gases	<input type="checkbox"/> <input type="checkbox"/>	Man ways open & ventilated	<input type="checkbox"/> <input type="checkbox"/>	proper lighting provided		
<input type="checkbox"/> <input type="checkbox"/>	depressurized &/or drained	<input type="checkbox"/> <input type="checkbox"/>	cont. inert gas flow arranged	<input type="checkbox"/> <input type="checkbox"/>			
<input type="checkbox"/> <input type="checkbox"/>	blanked/ blinded/ disconnected	<input type="checkbox"/> <input type="checkbox"/>	adequately cooled	<input type="checkbox"/> <input type="checkbox"/>			
<b>(B) Expected Residual Hazards</b>							
<input type="checkbox"/> <input type="checkbox"/>	lack of O <sub>2</sub>	<input type="checkbox"/> <input type="checkbox"/>	combustible gas/ liquid	<input type="checkbox"/> <input type="checkbox"/>	H <sub>2</sub> S / toxic gases		
<input type="checkbox"/> <input type="checkbox"/>	corrosive chemicals	<input type="checkbox"/> <input type="checkbox"/>	pyrophoric iron / scales	<input type="checkbox"/> <input type="checkbox"/>	electricity / static		
<input type="checkbox"/> <input type="checkbox"/>	heat/ steam / frost	<input type="checkbox"/> <input type="checkbox"/>	high humidity	<input type="checkbox"/> <input type="checkbox"/>	ionizing radiation		
<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>			
<b>(C) Protection Measures</b>							
<input type="checkbox"/> <input type="checkbox"/>	gloves	<input type="checkbox"/> <input type="checkbox"/>	ear plug / muff	<input type="checkbox"/> <input type="checkbox"/>	goggles / face shield		
<input type="checkbox"/> <input type="checkbox"/>	protective clothing	<input type="checkbox"/> <input type="checkbox"/>	dust / gas / air line mask	<input type="checkbox"/> <input type="checkbox"/>	personal gas alarm		
<input type="checkbox"/> <input type="checkbox"/>	grounded air duct/blower /AC	<input type="checkbox"/> <input type="checkbox"/>	attendant with SCBA/air mask	<input type="checkbox"/> <input type="checkbox"/>	rescue equipment/team		
<input type="checkbox"/> <input type="checkbox"/>	Fire fighting arrangements	<input type="checkbox"/> <input type="checkbox"/>	safety harness & lifeline	<input type="checkbox"/> <input type="checkbox"/>	communication equipment		
<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>			
Authorization / Renewal (It is safe to enter the confined space)							
No. of persons allowed	Name of persons allowed	Signature			Time		Signature
		Work Permit Receiver(Contractor Supervisor)	Verification by Contractor Safety officer	Work permit issuer Contractor Engineer/RCM	From	To	Workman
<b>Permit Closure :</b>							
(A) Entry <input type="checkbox"/> was closed <input type="checkbox"/> stopped <input type="checkbox"/> will continue on ...							
(B) <input type="checkbox"/> Site left in a safe condition <input type="checkbox"/> Housekeeping done							
(C) Multi lock <input type="checkbox"/> removed <input type="checkbox"/> key transferred							
<input type="checkbox"/> Ensured all men have come out <input type="checkbox"/> Man-ways barricaded							
Remarks, if any:							

FORMAT NO. : HSE-8 REV 0

**RADIATION WORK PERMIT**

Project : Sr. No. :  
Name of the work : Date :  
Name of site contractor : Job No. :

Location of work :

Source strength :

Cordoned distance (m) :

Name of Radiography agency : Approved by Owner/EIL

No. of workers engaged :  
(List enclosed with name & gate pass numbers.)

The following items have been checked & compliance shall be ensured during currency of the permit:

S. No.	Item description	Done
	Safety regulations as per BARC/AERB ensured while source in use/in transit & during storage	<input type="checkbox"/>
	Area cordoned off/ safe working platform provided	<input type="checkbox"/>
	Lighting arrangements for working during nights ensured	<input type="checkbox"/>
	Warning signs/ flash lights installed	<input type="checkbox"/>
	Cold work permit taken (if applicable)	<input type="checkbox"/>
	PPEs like film badges, dosimeters used	<input type="checkbox"/>

Additional precautions, if any \_\_\_\_\_

(Radiography Agency's BARC/AERB authorized Supervisor)

Permission is granted.

Permit is valid from \_\_\_\_\_ AM/PM \_\_\_\_\_ Date to \_\_\_\_\_ AM/PM \_\_\_\_\_  
Date

(Signature of permit issuing authority-RCM of contractor)

Name : Designation: Date:

Permit renewal:

Permit extended up to		Additional precautions required, if any	Sign of issuing authority with date (of site contractor)
Date	Time		

Work completed/ stopped/ area cleared at \_\_\_\_\_ Hrs of Date \_\_\_\_\_

(Sign. of permit issuing authority)  
Name & Signature of site contractor:

**FORMAT NO. : HSE-9 REV 1**  
**DEMOLISHING/DISMANTLING WORK PERMIT**

Project : Sr.No. :  
Name of the work : Date :  
Name of contractor : Job No. :

Name of sub-contractor : No. of workers to be engaged:  
(List enclosed with name & gate pass numbers.)

Line No./ Equipment No./ Structure to be dismantled :

Location details of dismantling/ demolition with sketch : (clearly indicate the area)

The following items have been checked & compliance shall be ensured during currency of the permit:

S. No.	Item description	Done	Not Applicable
	Services like power, gas supply, water, etc. disconnected	<input type="checkbox"/>	<input type="checkbox"/>
	Dismantling/ Demolishing method reviewed & approved	<input type="checkbox"/>	<input type="checkbox"/>
	Usage of appropriate PPEs ensured	<input type="checkbox"/>	<input type="checkbox"/>
	Precautions taken for neighboring structures	<input type="checkbox"/>	<input type="checkbox"/>
	First-Aid arrangements made	<input type="checkbox"/>	<input type="checkbox"/>
	Fire fighting arrangements ensured	<input type="checkbox"/>	<input type="checkbox"/>
	Precautions taken for blasting	<input type="checkbox"/>	<input type="checkbox"/>

Work Permit Receiver  
(Contractor's Supervisor/Engineer)

Verification by Contractor  
(Contractor's Safety Officer)

Permission is granted.

(Work Permit issuer-Client)

Name :  
Date :

Completion report:

Dismantling/ Demolishing is completed on \_\_\_\_\_ Date at \_\_\_\_\_ Hrs.

Materials/ debris transported to identified location  Tagging completed (as applicable)

Services like power, gas supply, water, etc. restored

(Permit issuing authority-Client)

CONTRACTOR'S NAME

FORMAT NO. : HSE-10 REV 0

**DAILY SAFETY CHECKLIST**

(To make use of before start of day's work)

Project : Sr.No. :  
 Name of the work : Date :  
 Name of contractor : Job No. :

Description of Job decided to perform :-

- Use of PPE / Safety Gadgets

Sl. No	PPEs	Compliance (Yes / No)	Sl. No	PPEs	Compliance (Yes / No)
1	Safety Helmets		6	Face Shield	
2	Safety Shoes		7	Full body harness	
3	Hand Gloves		8	Fall Arrest System	
4	Dust Musk		9	Safety net	
5	Safety Goggles		10	Horizontal life-line made of steel wire, (dia not less than 8.0 mm.)	

(Serial No. 1 & 2 are compulsory for everyone. Specify & ensure use of other safety gadgets as required for the job)

- Identify following important unsafe conditions: -

Sl. No	Conditions	Yes / No
1	Access to work site / emergency escape clear	
2	Soil / Loose earth kept away from excavated pit / slope / ladder provided	
3	Electrical wire / welding lead lying entangled on ground / welding m/c. booth accessible	
4	Elevated work platform / open ends are protected	
5	Ground area cordoned off before lifting works or erection at height / ground area checked & cordoned-off before start of height works	
6	Structural members / erected pipes / wooden boards/pieces etc. are safely anchored at heights and are not likely to fall down on people when working beneath	
7	Ladders tied-up on tall steel structures, long before are removed to get rid of their use	
8	Any Other	

- Indicate actions taken, if status of any of the above items is found "No"  
 .....
- Specific Safety guidelines / precautions, if any (communicated thro' TBT)  
 .....
- Above conditions and PPE compliances are checked by undersigned and correct status are indicated after verification

Prepared by  
 Contractor Site Engineer

Verification By  
 Contractor Safety Officer

FORMAT NO. : HSE-11 REV 0

(Sheet 1 of 2)

HOUSEKEEPING ASSESSMENT & COMPLIANCE

Project :  
Name of the work :  
Name of contractor :  
Name of contractor : Fortnightly

Sr.No. :  
Date :  
Job No. :

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non satisfactory/No	Remarks	Action
1.	Cleanliness at the Main entry / access of site				
2.	Ground condition / floor areas free from water-logging / oil spillage				
3.	Ground & elevated floors free from rubbish / wastes / accumulated debris / scraps.				
4.	Manholes / openings are covered / fenced				
5.	Trenches are barricaded / walkways are in place				
6.	Drains are cleaned / not choked / not occupied by dumped materials				
7.	Sufficient CAUTION boards / instructions displayed				
8.	Construction machinery are maintained & parked in orderly manner.				
9.	Movement of site people are not obstructed because of dumping / storing of construction materials				
10.	Access / egress to Electrical Distribution Boards / Panels clear from wires / cables / earth-strips etc.				
11.	Electrical panel rooms / sheds / MCC / Control rooms / Substations etc. are clean & tidy and not used for storing dress / clothes, tiffin-box or bicycles.				
12.	Passage behind Elec. panels are free for access				
13.	Fire extinguishers / fire-buckets are accessible without any difficulty.				
14.	Stair-steps, platforms & landings are clear & tidy				
15.	Sheds / rooms & work areas have got sufficient illumination as well as ventilation				
16.	Cables / Wires / welding leads are routed / hanged appropriately & are not creating unsafe condition.				
17.	Stacking / storing of insulation materials or their packing.				
18.	Removal or cleanliness of left-over sand, concrete, brick-bats, insulation-materials, excess earth, wastes etc.				
19.	Storing / stacking of sand, metal chips, re-bars, steel pipes, valves, fittings etc.				
20.	One escape route at ground & minimum two escape routes at elevation available,				

FORMAT NO. : HSE-11 REV 0

(Sheet 2 of 2)

Sl. No.	Subjects of Review	Satisfactory/ Yes	Non satisfactory/No	Remarks	Action
21.	Captions / Posters / Slogans on various safety instructions are displayed legibly in local language				
22.	Cable trenches are water-free or regular arrangement for taking out accumulated water exists.				
23.	Windows of rooms / offices are regularly cleaned				
24.	Facilities for cycle sheds, drinking water, washing, rest-rooms etc. are maintained in tidy manner.				
25.	Toilet, Urinals, Canteen / kitchen / pantry etc. are maintained & free from obnoxious smell.				
26.	Construction tools / tackles are stored systematically - the items are tagged / tested / certified by competent third party.				
27.	Sufficient numbers of Dust-bins / Waste-bins found at site and are regularly emptied.				

Additional remarks, if any -

.....  
.....  
.....

Inspected by  
Contractor Engineer

Verification By  
Contractor Safety Officer

FORMAT NO. : HSE-12 REV 0

**INSPECTION OF TEMPORARY ELECTRICAL BOOTH / INSTALLATION**

Project : Sr.No. :  
Name of the work : Date :  
Name of contractor : Job No. :  
Sub Station No./Booth No : Location:

SL NO	SUBJECTS	OBSERVATION (YES /NO)	ACTION TAKEN
1	Switchboards installed properly are in order and protected from rain & water-logging.		
2	Adequate illumination provided for switchboard operation during night hours & the lamps are protected from direct human contact.		
3	Voltage ratings, DANGER signs, Shock-Treatment-Chart displayed in the installation / booth		
4	Fire extinguisher (DCP or CO <sub>2</sub> ) & Sand Bucket kept in close vicinity of Switchboards		
5	Valid License & Competent Electrician / Wireman available & name/ license no. displayed at booth / installation.		
6	General housekeeping in & around booth / installation found in order.		
7	Cable-route-markers for U/G cables provided.		
8	Monthly inspection report of Electrical hand tools available in booth / installation.		
9	Electrical Panel door to be in closed condition and Insulated Mat to be provided in front of panel.		
10	Rubber hand gloves available/ used by Electricians		
11	Availability of CAUTION boards for shutdown & / or repairing works.		
12	All incoming & outgoing feeders have proper MCCB / HRC fuses / Switches.		
13	Switchboards "earthed" at two distinctly isolated locations.		
14	Switchboards have adequate operating space at the front face & at the rear face too.		
15	All connections provided through 30mA ELCB.		
16	Testing records of all ELCBs available at site		
17	Only industrial type plugs & sockets are used.		
18	Temporary connections are 3-core double insulated & free from cuts & joints and 3 <sup>rd</sup> core is earthed at both ends		
19	Socket boards are properly mounted on stand & protected from water ingress.		
20	Electrical equipments operating above 250V have two earthing / double earthing.		
21	All incoming / outgoing cables are properly glanded& terminated with "lugs".		
22	Switch-boards are of industrial variety / type.		
23	Sketch for installation / connection (SLD) made & pasted& other safety labels/display boards		
24	Labeling of incoming / outgoing feeders made.		
25	All hand lamps are protected from direct contact.		
26	All electrical cable / joints are in safe condition		

Inspected by  
Contractor Engineer

Verification By  
Contractor Safety Officer

FORMAT NO. : HSE-13 REV 0

(Sheet 1 of 2)

INSPECTION FOR SCAFFOLDING

Project : Sr.No. :  
Name of the work : Date :  
Name of contractor : Job No. :

Sl. No	Description	Yes	No	N.A.	Actions taken
1	Whether work permit is obtained to take up work at height above 1.5 Mts?				
2	Whether atmospheric condition is "stormy" or "raining" and works at heights have been permitted?				
3	Whether steel pipes scaffoldings are used for units /off-site areas?				
4	Whether scaffolding has been erected on rigid/firm/leveled surfaces / ground? Whether "foot-seals" or "base-plates" are used beneath the up-rights (vertical steel pipes)				
5	Whether scaffold construction is as per IS specification with toe-board and hand-rails (top-rail as well as mid-rail)?				
6	Whether distance between two successive up-rights are less than 2.5 Mts (height of scaffold & load carrying capacity governs the distance between two uprights)				
7	Whether all uprights are extended at least 900 mm above the top most working platform (to enable fitting of handrails)?				
8	Whether vertical distance of two successive ledgers is satisfactory? (varying between 1.3 Mts. To 2.1 Mts)				
9	Whether the peripheral areas of working at height are cordoned-off? (for avoiding accident to people arising out of dropped / deflected materials)				
10	Whether platform is provided? Is it safely approachable?				
11	Whether end of scaffold platform / board are extended beyond transoms? (125mm to 150 mm)				
12	Whether CE / IS approved quality and worthy conditioned full-body safety harness (with double lanyard & karabiners) are used while working at heights?				
13	Whether life-line of safety harness is anchored to an independent secured support capable of withstanding load of a falling person?				
14	Whether the area around the scaffold is cordoned off to prohibit the entry of unauthorized person / vehicle?				
15	Whether clamps used are of good condition, of adequate strength and free from defects?				
16	Whether ladder is placed at secured and leveled surface?				
17	Whether water-pass and oil-spills are avoided around the scaffold structure?				
18	Whether ladder is extended 1.5mts. above the landing point at height?				
19	Whether more than one access/egress provided to the scaffold?				
20	Whether ladder used are of adequate length and overlapping of short ladders avoided?				
21	Whether metallic ladders are placed much away from near-by electrical transmission line?				
22	Whether rungs of ladder are inspected and found in good order?				
23	Whether fall-arresters provided on both the access/egress routes?				
24	Whether diagonal (cross) bracings are provided at regular interval on the scaffold?				
25	Whether working platform on the scaffold has been made free from "jolt" or "gap"?				
26	Whether tools or materials are removed after completion of the day's job at heights?				
27	Whether a valid Permit for Work (PFW) is obtained before taking up work over asbestos or fragile roof?				
28	Whether sufficient precaution is taken while working on fragile roof?				

FORMAT NO. : HSE-13 REV-0

(Sheet 2 of 2)

Sl. No	Description	Yes	No	N. A	Actions taken
29	Whether provision is made to arrange duck ladder, crawling board for working on fragile roof?				
30	Whether scaffold has been inspected by qualified civil engineers prior to their use?				
31	Whether the scaffolding has been designed for the load to be borne by the same?				
32	Whether the erection and dismantling of the scaffolding is being done by trained persons and under adequate supervision?				
33	Whether safety net with proper working arrangement and life-line has been provided?				
34	Whether TAGS (Green for acceptable and Red for incomplete/unsafe scaffolds) are used on scaffolds?				
35	Whether sufficient illumination is provided in and around the scaffold and access?				
36	Whether emergency rescue / response arrangements are made in place				

Inspected by  
Contractor Engineer

Verification By  
Contractor Safety Officer

FORMAT NO. : HSE-14 REV 1

(sheet 1 of 2)

**PERMIT FOR ERECTION / MODIFICATION & DISMANTLING OFSCAFFOLDING**

Project : Sr.No. :  
Name of the work : Date :  
Name of contractor : Job No. :  
Nature of activities : Duration: From.....To.....

SL. No.	SUBJECTS / ITEMS	DONE	NOT DONE	REMARKS
1	Specific task of Erection / Modification / Dismantling of scaffolds, identified & TAGGED accordingly (before as well as after carrying-out jobs).			
2	People engaged in doing the job are identified & are certified by Job Engineer of Main Contractor as experienced / trained.			Names to be noted
3	Concerned persons are alerted by the Job Engineer of Main Contractor in connection with possible hazards & what the workmen MUST do / MUST not do.			
4	Verification by Job Engineer of Main Contractor made for confirming that all persons permitted to carry-out the jobs are making use of Helmet, Safety Shoes, Goggles, Gloves & Double lanyard safety harness and other relevant PPEs.			
5	Area of work is effectively cordoned-off / barricaded / illuminated.			
6	For taking-up / lowering down Scaffolding members / clamps / couplings etc. appropriate ropes / pulleys/ chains etc. have been arranged for use (not to throw any item) & the same have been verified as "fit for purpose".			
7	Items / members of scaffold, being lowered are removed from the area & stacked correctly.			
8	Ropes, chains, pulley blocks etc. being used for lifting or lowering scaffold items, are inspected by the Job Engineer & their certifications as well as physical conditions have been found O.K. before signing this PERMIT.			
9	Safety Net / Life-line / Fall Arresters etc. are arranged in position and Job Engineer has found working conditions favorable for activities to start.			
10	Scaffold erection or dismantling tasks are being supervised by Experienced Engineer / Competent person.			
11	Only competent & experienced people have been selected / engaged in Scaffolding erection, modification or dismantling tasks.			
12	Adequate & effective actions for traffic and movement of people around the cordoned-off area taken to avoid inadvertent incident			
13	Working platforms are protected with handrails & toe-boards.			
14	Access & Exit (for reach & escape) are safe for use by people.			
15	Tools, tackles to be used for above jobs are verified by job Engineers of Main contractor as genuinely good and tied-up at height (to prevent their fall).			
16	Site important Telephone Nos. are made known to everyone			
17	SOP (Safe Operating Procedure) for the specific task is made & followed too.			
18	Emergency vehicle has been arranged at work locations.			

- This permit for work shall be available at specific work location all the time.
- After completion of work, permit shall be returned to safety cell of main contractor, without fail.
- This Permit shall be issued maximum upto (Monday to Sunday).
- Additional Precautions, if any

.....  
**ACCORD OF PERMISSION** (to be ticked) - YES ( ) / NO ( )  
 Work Permit Receiver      Verification By      Work Permit issuer Contractor Job Supervisor  
 Contractor Safety Officer      Contractor Engineer/RCM

FORMAT NO. : HSE-14 REV 1

(sheet 2 of 2)

Everyday Site working conditions & performance of workmen shall be assessed / checked by Contractor Site Engr. and Safety Officer shall verify the same.

	Name / Sign.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Site Engr.								
Safety Off.								

FORMAT NO. : HSE-15 REV 1

PERMIT FOR HEAVY LIFT/CRITICAL ERECTION

Project :  
Name of the work :  
Name of contractor :  
Nature of activities :  
Location of work :  
Equipment/Structure to be erected:

Sr. No. :  
Date :  
Job No. :  
Duration: From.....To.....  
Name /Type of crane :  
Wt. of equipment/ structure to be erected

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Is the crane type suitable for lift or as per erection procedure?				
2)	Is the crane have the correct number of counterweights fitted?				
3)	Availability of Load Certification of crane from authorized agency.				
4)	Is the load chart of crane available in crane cabin/or with Crane operator?				
5)	Is the device to check the Wind speed in crane is working? Is the safety features in crane are working?				
6)	Availability of Load certification of slings and other accessories from authorized agency				
7)	Availability of Licensee/certificate for crane operator from authorized agency.				
8)	Availability of approved HIRAC for the subject activities.				
9)	Availability of approved erection/rigging procedures.				
10)	Availability of temporary gratings/ platforms for critical lifting(as applicable)				
11)	Tool Box conducted before erection?				
12)	Has the area been cordoned off?				
13)	Are the authorized persons during erection are identified?				
14)	Does each person identified for erection understand their roles and responsibilities?				
15)	Is the ground on which crane will rest or outrigger support are correct?				
16)	Is hard stand requirement (if any) complied?				
17)	Is the communication system (viz walkie-talkies, etc. are working properly?				
18)	If more than one crane is lifting the load, is an Intermediate rigger will supervise the lift?				
19)	If there is other obstruction within the operating radius of the crane, have correct precautions been taken to prevent collision?				
20)	All the persons are wearing the requisite PPE?				

Work Permit Receiver  
Contractor Safety Officer

Verification By  
Contractor Engineer/RCM

Work Permit issuer Contractor Job Supervisor

FORMAT NO. : HSE-16 REV 1

**PERMIT FOR ENERGY ISOLATION & DE-ISOLATION**

Project : Sr.No. :  
Name of the work : Date :  
Name of contractor : Job No. :

ENERGY ISOLATION PERMIT	
• Clearance required from:.....Hrs .....Date	To .....Hrs ....Date
• Name of equipment/ energy source etc. ....	
• Nature of job to be done: .....	
• Area.....Location:.....	

PERMIT VALIDATION	PERFORMING AUTHORITY
I hereby authorize the .....personnel(performer) to isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for maintenance/repair.	The work and precautions will be carried out under my overall responsibility.(Testing/execution engineer)
Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name:	Signature: Date: Name:

SAFETY PRECAUTIONS FOR CLEARANCE	NORMALISING AFTER CLEARANCE
1. Notify workers of intent to de- energize <input type="checkbox"/>	1. Notify workers of intent to re- energize <input type="checkbox"/>
2. Obtain lock, tag or locking/tagging devices <input type="checkbox"/>	2. Conduct visual inspection to confirm that the danger zone is clear of workers <input type="checkbox"/>
3. Shut down, de-energize, dissipate any residual energies. <input type="checkbox"/>	3. Conduct visual inspection to confirm that tools ,equipment's danger zone is clear of workers <input type="checkbox"/>
4. Apply lock ,tag and locking and/or tagging devices <input type="checkbox"/>	4. Reposition the safety devices(interlocks, valves, guards, covers ,sensors, as applicable, etc.) <input type="checkbox"/>
5. *Any other job specific precautions <input type="checkbox"/>	5. *Any other job specific normalizing details <input type="checkbox"/>
6. Verify effectiveness of lockout by attempting to restart. <input type="checkbox"/>	6. Remove lock, tag and locking and/or tagging devices. <input type="checkbox"/>
7. Proper PPE is ensured <input type="checkbox"/>	7. Re-energize. <input type="checkbox"/>
I certify that the energy source mentioned above is isolated from all sources and is safe to start the work.	8. Confirm system is operating properly& safely
Tag No:..... Lock No:.....	I certify that the energy source mentioned above is isolated from all sources and is safe to start the work.
Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name: <b>(*to be included by contractor in consultation with issuing authority)</b>	Tag No:..... Lock No:..... Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name: <b>(*to be included by contractor in consultation with issuing authority)</b>

ENERGY DE-ISOLATION PERMIT	
PERMIT VALIDATION	PERFORMING AUTHORITY
I hereby authorize the .....personnel(performer) to de- isolate the above equipment/energy source from all sources of power and handover the equipment/energy source for normal operation..	I hereby certify that the equipment/energy source mentioned above has been de-isolated and is ready for normal operation.(Testing/execution engineer)
Issuing authority Client/Contractor RCM (as applicable) Signature: Date: Name:	Signature: Date: Name: Countersigned by Issuing authority

FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION (depth 2m and above)

(Sheet 1 of 2)

Project : Sr.No. :  
Name of the work : Date :  
Name of contractor : Job No. :  
Job Description : Location :  
Size of excavation :

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Suitable and sufficient risk assessments and method statements has been carried to ensure that the work shall be undertaken in accordance with specification and standard.				
2)	Are plans/details of underground services available and the same has been reviewed?				
3)	Has survey done to locate the services/obstacles etc.				
4)	Has the live services (electrical, water line, air line, telephone line, etc)has been disabled for carrying out the job.				
5)	Is adequate barriers/fences to protect the excavation are in place?				
6)	Is Adequate warning signs are in place?				
7)	Is Assessment of ground conditions done and remedial action(if any) taken?				
8)	Safe access / egress (e.g. ramp / steps / ladders etc.) provided for site workmen & supervisors.				
9)	Is the excavation work being undertaken in proximity of structure, etc. ?If Yes, it's effect is considered?				
10)	Availability of competent person for supervising the excavation work?				
11)	Adequate safe arrangement to prevent collapse of edges (e.g. shoring / strutting / benching / sloping etc.) made at site.				
12)	Hard barricades (at least 1.0M away from edge & for excavation near site access roads) with warning signs/caution boards are provided				
13)	Accumulation / passage-ways of water at periphery of excavation / trench stopped/ restricted.				
14)	Is the equipment being used for excavation has been checked for adequacy and is in good working condition having all the safety features?				
15)	Age & fitness of workmen ensured by medical test before engagement in job ?				
16)	Arrangement of Monitoring of possible oxygen deficiency or obnoxious gases done & action taken?				

PERMIT GRANTED - Yes / No

(List enclosed with name & gate pass numbers.)

Name & Signature of Site Engr.

Name & Signature of Area – In charge/RCM of

Contractor (Receiver)

Contractor (Issuer)

Verification by Contractor Safety Officer

FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION

(Sheet 2 of 2)

NOTES: -

1. Slopes or benches for excavation beyond 2.0M depth shall be designed & approved by Contractor's site head.
2. Excavated earth to be kept at least 1.5M away from edges
3. Safety helmets, Safety shoes or gum-boots, gloves, goggles, Face shield, Safety Harness shall be essential PPEs.
4. Permit shall be made in **duplicate** and original shall be available at site of work.
5. Permit shall be issued for maximum **one week** only (Monday to Sunday)
6. After completion of works, permit shall be closed & preserved for record purpose

GRANT OF PERMIT AND EXTENSIONS

Sl. No.	Validity period From ____ To ____	Working Time From ____ To ____	Receiver (site Engr. of Main Contractor)	Issuer(Area In charge/RCM of Main Contractor)	Review by EIL / Owner (Remarks with date)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Additional safety instructions if any: -

- 1.
- 2.
- 3.

FORMAT NO. : HSE-18 REV 0

(Sheet 1 of 2)

**IDENTIFICATION OF ENVIRONMENTAL ASPECTS, IMPACT ASSESSMENT AND CONTROL MEASURES**

S.No	Activity	Environmental Aspect	N/A/E	Environment Impact	Control Measures	Consequences						Risk Level	Significant	Gaps/ Recommendations
						A	B	C	D	E	F	G	Yes/No	

(Sheet 2 of 2)

INITIAL ENVIRONMENT REVIEW TECHNIQUE

Environmental Impacts	AP = Air Pollution	WP = Water Pollution	LC = Land Contamination	DNR = Depletion of Natural Resources	NP = Noise Pollution
-----------------------	--------------------	-------------------------	-------------------------	---	----------------------

Scale	Quantity (A)	Occurrence (B)	Severity of Impact (C)	Detection (D)	Control (E)	Legal and other requirements (F)
1	Negligible	Very Rare	Negligible visual impact	Immediately	Available & effective at place	In compliance or not applicable
2	Low	Once a month or less	Causes Discomfort or Nuisance	Within 1 hour	Has in-built Secondary control	
3	Moderate	Once a day	Resource Depletion	Within 8 hours	Needs human Intervention	
4	High	Several times a Day	Affects Aquatic Life, flora, fauna or global issue	Within 24 hours	Mechanism in place but not reliable	
5	Excessive	Continuous	Human health effect	More than 24 hours	Absent or no effective control	Not in compliance

Risk Level - G : A x B x C x D x E x F

Aspects with score of **100 and above** are considered as significant.

Also, Irrespective of the score, all legal noncompliance's to be considered as significant

Condition	
N	NORMAL
A	ABNORMAL
E	EMERGENCY

FORMAT NO. : HSE-19 REV 0 HIRAC

Risk Identification						Desired Controls & Existing Gaps, If Any		Risk Assessment				Recommended Control Actions To Reduce The Risk Level	Action By	Remarks
SN	Activity	Activity Type (R/NR)	Hazards	Condition (N/AN/E)	Associated Risk	Desired Control Measures	Gaps If Any	Probability (P)	Impact (I)	Risk R= P*I	Risk Classification			

**Likelihood** – Possibility of occurrence of risks based on present gaps (technological / operational / competence / measurement and monitoring);

UL: Unlikely, L: Likely, VL: Very Likely, FR: Frequent, C: Continuous

**Impact** –

SI: Slight Injury, MI: Minor Injury, MJ: Major Injury, SF: Single Fatality, MF: Multiple Fatalities

**Level of consequence** – Refer Guidance criteria for this i.e. possible degree of damage;

**Condition-** N: Normal, AN: Abnormal, E-Emergency

**Activity Type:** R- Routine, NR- Non Routine

**RISK** –

L: Low Risk, M: Moderate Risk, H: High Risk

FORMAT NO.: HSE-20 REV 0

### Inspection of Tower Crane

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Serial number plate & SWL marking		
2	Valid TPI Certificate		
3	Valid Insurance		
4	Safe access and egress are provided to the crane operator.		
5	Front glass of Operator cabin		
6	Operator crane cabin is provided with a locking mechanism so as to prevent unauthorised entry.		
7	A safety bar is fitted across the operator's cabin window where there is likelihood of the operator falling through it.		
8	Manufacturer Operating Manual and Maintenance Manual are made available.		
9	An updated Operation and Maintenance log book is available in the operator cabin.		
10	All mounting bolts are in good condition.		
11	Load chart provided		
12	SLI available		
13	Crane hooks have got smooth surface and no dent		
14	Hook-latch / Dog-clamp in hook is effective		
15	Over hoist limit switch		
16	Double body earthing of Tower Crane		
17	Jib angle indicator is provided (For Luffing Jib Tower Crane).		
18	Emergency stop button, which will terminate the operation of the crane engine, is installed in the operator cabin and correctly identified.		
19	Effective braking mechanisms for Hoisting, Derricking, Slewing, Trolley Travelling maintained:		
20	Trolley Travelling limiter to prevent over-travelling of trolley is functional.		
21	Limit switches to prevent over-derricking and over-lowering of jib (For Luffing Jib Tower Crane) is functional.		
22	Slewing limiter to restrict slewing of crane is functional.		
23	Over load Limiter to prevent overloading of crane is functional.		
24	Load Moment Limiter to prevent over-turning moment is functional.		
25	Anti-collision devices are tested to stop the tower crane's operation such that the crane-to-crane interference must be maintained at not less than 3 m.		
26	Condition of boom		
27	Counter weight placement and pins		
28	Winches, pulleys and wire ropes are in good working condition.		
29	Colour coding		
30	Leakage in hydraulic cylinder		

31	Fire Extinguisher		
32	Tower crane is adequately grounded or protected against lightning.		
33	Wind anemometer is installed and is in good working condition.		
34	Aviation lamp is functional (Reqd. for 30mt and above)		
35	Pre Medical Check-up & Periodic Medical check-up (every 6 months) including vision test for Operator		
36	Safety Induction for Operator		
37	Others		

Signature & Name of  
Operator:

Signature and name of Job  
Engineer

Signature & Name of Contractor's Safety Officer

FORMAT NO. : HSE-21 REV 0

**Crane Inspection Checklist**

Name of Contractor:

Project:

Name of

Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Crane hooks have got smooth surface and no dent		
2	Hook-latch / Dog-clamp in hook is effective		
3	Over hoist limit switch		
4	Over Load Indicator		
5	Over Boom limit switch		
6	Boom angle indicator		
7	Colour coding		
8	Condition of boom		
9	Condition of wire rope		
10	Rope drum / sheaves are in good working condition		
11	Swing break & lock		
12	Swing Alarm		
13	Over hoist break & lock		
14	Boom break & lock (For Telescopic Boom)		
15	Leakage in hydraulic cylinder		
16	Condition of Outrigger (For Tyre Mounted Crane)		
17	Outrigger fully extended Marking (For Tyre Mounted Crane)		
18	Condition of Tyre (For Tyre Mounted Crane)		
19	Wheel chokes are present and are used whenever required (For Tyre mounted)		
20	Battery & lamps		
21	Moving & rotating parts guarded		
22	Load chart provided		
23	Reverse horn (For Tyre Mounted Crane)		
24	Body Condition of crane		
25	Front glass of Operator cabin		
26	Both side Mirror		
27	Number Plate (For Tyre Mounted Crane)		
28	Fire Extinguisher		
29	Horn		
30	Windshield and wipers		
31	Working of light & Indicator		
32	SLI		
33	Spark Arrestor( For Running Refinery/ Petrochemical/Chemical Plant)		

34	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
35	TPI,Certificate		
36	RC Document (For Tyre Mounted Crane)		
37	Fitness Certificate of Vehicle by authority		
38	Insurance		
39	PUC		
40	HMV License for Operator		
41	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
42	Safety Induction for Operator		
43	Others		

Signature & Name of  
Operator:

Signature & Name of Contractor's  
Concern Engineer

Signature & Name of Contractor's Safety Officer

FORMAT NO. : HSE-22 REV 0

**Hydraulic Mobile Crane- Inspection Checklist**

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Identification number of Hydraulic Mobile crane boldly scribed in front and rear end of machine		
2	Operator has got adequate document in support of his competency (i.e. HMV driving license, knowledge & training)		
3	Marking of SWL on hook position is clearly visible		
4	Test & examination of Hydraulic Mobile crane by statutory / competent authority is carried out & document is valid		
5	Colour Coding		
6	RC Document		
7	Fitness Certificate of Vehicle by authority		
8	Valid Insurance		
9	Valid PUC		
10	Pre Medical Check-up & Periodic Medical check-up (every 6 months) including vision test for Operator		
11	Safety Induction for Operator		
12	Crane hooks have got smooth surface and no dent		
13	Hook-latch / Dog-clamp in hook is effective		
14	Over hoist limit switch		
15	Over Load Indicator		
16	SLI		
17	Condition of boom		
18	Condition of wire rope		
19	Rope drum / sheaves are in good working condition		
20	Leakage in hydraulic cylinder		
21	Tyre condition		

22	Battery		
23	Moving & rotating parts guarded		
24	Break		
25	Parking Break		
26	Front horn		
27	Reverse horn		
28	Hydraulic Mobile Crane cabin body and frame of machine is in good order		
29	Both side Mirror		
30	Fire Extinguisher		
31	Front glass pane of the Hydraulic Mobile operator's cabin is clean & clear (i.e. not cracked / damaged / broken)		
32	Windshield and wipers condition		
33	Working of front & back lights, turn Indicators, parking lights & fog lamps		
34	Spark Arrestor( For Running Refinery/ Petrochemical/Chemical Plant)		
35	Wheel chokes are present and are used whenever required		
36	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
37	Others		

**Signature & Name of Operator**

**Signature & Name of  
Contractor's Concern  
Engineer**

**Signature & Name of Contractor's Safety Officer**

FORMAT NO. : HSE-23 REV 0

**Hydraulic Rig Inspection Checklist**

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Control panel is clean & all buttons/switches are clearly visible (no paint over spray, etc.)		
2	All switch & mechanical guards are in good condition and properly installed		
3	All Safety Indicator lights work		
4	Drive controls function properly & accurately labelled (up, down, right, left, forward, back)		
5	Motion alarms are functional		
6	Safety decals are in place and readable		
7	Any defects such as cracked welds, fuel leaks, hydraulic leaks, damaged control cables or wire harness, etc.		
8	Braking devices are operating properly		
9	Winches, pulleys and wire ropes are in good working condition.		
10	Function of interlocks and limit switch		
11	The manufacturer's operations manual (in all languages of the operators)		
12	Oil level, Hydraulic Oil Level, Fuel Level, Coolant Level		
13	Battery Charge		
14	Outriggers in place or functioning. Associated alarms working		
15	Moving & rotating parts guarded		

16	Load chart provided		
17	Fire Extinguisher		
18	Spark Arrestor, if operated by using fuel( For Running Refinery/ Petrochemical/Chemical Plant)		
19	Serial number plate		
20	SLI		
21	TPI Certificate		
22	Colour Coding		
23	Insurance		
24	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
25	Safety Induction for Operator		
26	Others		

**Signature & Name  
of Operator:**

**Signature & Name of Contractor's Concern  
Engineer**

**Signature & Name of Contractor's Safety Officer**

FORMAT NO. : HSE-24 REV 0

**Boom Lift Inspection Checklist**

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Operating and emergency controls are in proper working condition, EMO button or Emergency Stop Device		
2	Functional upper drive control interlock (i.e. foot pedal, spring lock, or two hand controls)		
3	Emergency Lowering function operates properly		
4	Lower operating controls successfully override the upper controls		
5	Both upper and lower controls are adequately protected from inadvertent operation.		
6	Control panel is clean & all buttons/switches are clearly visible (no paint over spray, etc.)		
7	All switch & mechanical guards are in good condition and properly installed		
8	All Safety Indicator lights work		
9	Drive controls function properly & accurately labelled (up, down, right, left, forward, back)		
10	Motion alarms are functional		
11	Safety decals are in place and readable		
12	Guardrails and anchor points are in place, and in good condition		
13	Work platform & extension slides are clean, dry, & clear of debris		
14	Work platform extension slides in and out freely with safety locking pins in place to lock setting on models with extension platforms.		
15	Any defects such as cracked welds, fuel leaks, hydraulic leaks, damaged control cables or wire harness, etc.		
16	Braking devices are operating properly		
17	The manufacturer's operations manual is stored on AWP (in all languages of the operators)		
18	Oil level, Hydraulic Oil Level, Fuel Level, Coolant Level		

19	Battery Charge		
20	Outriggers in place or functioning. Associated alarms working		
21	Tyres and wheels are in good condition, with adequate air pressure if pneumatic		
22	Wheel chokes are present and are used whenever required		
23	Moving & rotating parts guarded		
24	Load chart provided		
25	Fire Extinguisher		
26	Spark Arrestor, if operated by using fuel( For Running Refinery/ Petrochemical/Chemical Plant)		
27	Serial number plate with Load capacity		
28	TPI Certificate		
29	Colour Coding		
30	Insurance		
31	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
32	Safety Induction for Operator		
33	Others		

**Signature & Name of  
Operator:**

**Signature & Name of  
Contractor's Concern  
Engineer**

**Signature & Name of Contractor's Safety Officer**



## SECTION I

### MANGALORE REFINERY AND PETROCHEMICALS LTD.

### CONTRACT WORKER'S SAFETY POLICY - REV.

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## **MANGALORE REFINERY AND PETROCHEMICALS LTD.**

### **CONTRACT WORKER'S SAFETY POLICY**

#### **1. SCOPE :**

This policy is applicable to all the contractors and their employees working in MRPL. This is also applicable to sub-contractors, suppliers, vendors and visitors. All the contractors are required to ensure that they and their employees comply with relevant safety requirements as mentioned in this Safety Policy depending on the nature of work. This policy is not a substitute to the statutory rules and regulations and also the prevailing MRPL Safety Requirements. This is to further reinforce the existing Safety Standards in Refinery.

**2. REFERENCE :** This document should be read in conjunction with following :

- General Conditions of contract (GCC)
- Special Conditions of Contract (SCC)
- Job specifications

#### **3. SAFETY REQUIREMENTS FOR CONTRACTORS:**

-Contractor shall furnish Safety policy and Safety Manual of their Company and his track record in safety for past three years to the Engineer Incharge.

Contractor shall furnish details of their safety department with CVs of safety officers in his bid document to Engineer Incharge.

-The contractor MUST employ Qualified Safety Officers as per the table below, having about 5 years of relevant experience in chemical units or Petrochemical Plants or refineries, as per The Factories Act 1948 / Building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and Central Rules 1998 / The Karnataka Factories Rules 1969. Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. Such Safety Officers appointed shall be dedicated and responsible only for safety. They should not be given any other responsibility. The contractor and his sub-contractor, if any, shall comply with the instructions given by MRPL Engineer In- Charge or his authorized nominee regarding safety precautions, protective measures, house-keeping requirements etc. Engineer-In-Charge from MRPL shall have the right to stop the work of the contractor, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. Engineer-In-Charge shall get the unsafe condition removed or provide protective equipment at the contractors cost, which ever is applicable.

**Table**

Max. no. of employees < 30	One discipline (Engr. / Supervisor) with safety experience can function as Safety Staff on part time basis.
No. of employees : 30 – 100	One Safety Supervisor on full time responsibility.
No. of employees : 101 – 250	For Manpower Supply – Oriented Maintenance contract – One Safety Supervisor on full time responsibility. For Service – Oriented Maintenance / Project contract One Safety Engineer on full time responsibility + One Safety Supervisor on full time responsibility
Upto 250 Persons deployed by him at site	Deploy one Safety Officer and additionally deploy Three Safety Supervisors
For 251 to 500 Persons	Two Safety Officers, Six Safety Supervisors and Ten Safety Stewards
For more than 500 persons	Three Safety Officers, Ten Safety Supervisors and Twenty Safety Stewards

Qualification criteria of safety officer:

BSc (Physics Chemistry only)/Diploma (Mech/Elect/Civil only) with post graduate Diploma in Industrial safety with min of 5 years experience in supervisory cadre.

OR

BE/BTech (Mechanical/Electrical/Civil only) with post graduate Diploma in Industrial safety with min of 2 years experience in supervisory cadre.

Qualification criteria of safety supervisor:

BSc (Physics Chemistry only)/Diploma (Mech/Elect/Civil only) with qualification in industrial safety with relevant experience.

**4. PERSONNEL** :

- Personnel / workmen (age 18 years & above) deployed at site should be physically / medically fit. Labours/workers shall not bring children/babies inside the refinery.

SMOKING IS STRICTLY prohibited inside the refinery.

- Contractors and their workmen should restrict their activities to the site allocated to them.

- All contract men shall wear IS make PPEs like gloves, goggles, face shields, full body safety harness, safety belt, Safety Helmets, Safety Shoes etc during the work. They will not be permitted

to enter the Refinery without wearing Safety Helmet, Safety Goggles & Safety Shoes. Damaged PPEs shall be taken out from use and disposed off properly.

- The contractor shall ensure that their men do not tamper with the facilities in operation. They shall not operate any Valves/ Switches etc.

- The contractor shall ensure that his workmen do not move around freely inside refinery premises other than the assigned place of work & also do not sleep anywhere (Below piperacks / equipments / trucks / etc.) inside refinery premises.

- The personnel engaged by the Contractor shall maintain good conduct and discipline commensurate with Industrial standard. If in the opinion of the Engineer-in-charge any of the personnel have not maintained good conduct and discipline, the Contractor shall remove such personnel immediately from MRPL premises and provide alternate personnel.

- The contractor Supervisors and Engineers must get themselves conversant with MRPL's Standard Operating Procedures (SOP), safety norms, Rules and Regulations that are in force. They must also be conversant with the MRPL's Emergency Procedures and Emergency telephone numbers and should ensure display of same at prominent place.

- Special safety precautions to be taken by the contractor or their personnel working in an operating refinery are given below. The safety procedure may undergo a change from time to time, which will be intimated to the contractor to follow and implement them.

- In addition to the following minimum safety requirements, the contractor must comply with the safety requirements, norms, rules and regulations as per the Factories Act 1948 and Karnataka Factories Rules 1969, OISD Guidelines 207 and other OISD standards / guidelines and Indian Standards.

- The contractor must prepare a detailed "Safety Programme" and submit it to Engineer In-charge of MRPL immediately after the finalization of contract / placing of LOI / order. This will include Safety Policy, Safety Responsibilities at various levels, Formations of Safety Committees and meetings, Method statements, Job Safety Analysis (JSA), Safety inspections, various pre-inspection checklists, Safety manuals, Safety Audits, Emergency Plans, Safety procedures to be implemented for all the activities, deputation of Safety Officers, enforcement of safety practices.

- Contractor shall devise a procedure on Accident Reporting. All accidents including Near Misses and property damages to be reported as per the MRPL's Accident Reporting Procedure in force. All Accidents including Near Misses to be communicated immediately to Engineer Incharge over

telephone / verbally / and later submit the accident report. All accidents must be investigated, classified, analysed & comply with the recommendations to avoid its recurrence. Monthly Accident statistics must be developed and circulated. Contractor shall maintain a register of all such accidents.

- During the mobilization, equipments, machines, tools, tackles etc. to be inspected at the site from where it is being mobilized. Damaged ones should be discarded and ensured not mobilized at MRPL site. The statutory checks, inspections and certification is carried out before mobilizing at MRPL site. Necessary repairs and maintenance to be carried out and equipment, machine, tools, tackles etc. is mobilized at MRPL site in working condition. The previous records of maintenance and the competent person's certificates to be made available during mobilization and submitted to MRPL Engineer Incharge. The equipments, machines, tools, tackles, etc to be tagged and mobilized.

- A Safety Committee must be formed to discuss accidents, Unsafe Acts and Unsafe conditions. This should be chaired by the High ranking Official / Site-In-Charge with equal participation both from supervisory and non-supervisory cadres of employees. Engineer In-Charge of MRPL also should be involved in such meetings as an observer. The frequency of meetings shall be once in a month minimum and actions taken to avoid recurrence of Nearmiss, Minor injuries etc.

Circular of the meeting must also be issued to MRPL Engineer Incharge at least one week in advance. Minutes of the meetings to be prepared on the same day and submitted on next day of the meeting.

The contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily, suspended, he shall ensure that all materials, equipment and facilities will not cause damage to existing property, personal injury or interfere with other works of the Refinery. The contractor shall comply with all applicable provisions of the safety regulations, clean up programme and other measures that are in force at the site.

- Safety Inspections of the site to be conducted daily and Safety Audits to be conducted once in three months by a team of Senior Officials of the contractor. Report on findings of such Audit to be submitted to the Engineer Incharge and compliance report of the suggestions on findings to be submitted weekly to Engineer Incharge.

Daily Safety Inspection of jobs and safety audit to be conducted every month and the report and protocol signed by all parties, Contractor's safety officers with signatures of Site Incharges of contractor shall be part of subsequent RA bill.

- Method statement along with Job Safety Analysis to be submitted at least 15 days in advance before starting of any activity.

Prior information of high risk jobs as planned shall be informed with short details of the work, job safety analysis report to the Engineer Incharge at least 48 hours before starting of such jobs.

High risk jobs like fabrication at height, lifting and shifting, erection of equipments etc shall be video recorded by the contractor.

- The contractor shall provide and maintain all lights, guards, fencing, warning sign, caution boards, other safety measures and provide for vigilance as and where necessary or as required by the Engineer-In-Charge or by any duly constituted authority for the protection of workers or for the safety of others. The caution boards shall also have appropriate symbols visible during night also.

- Adequate lighting facilities, including emergency lighting, such as floodlights, hand lights and area lighting shall be provided along with ELCBs by the contractor at the site of work with isolation switch known to all at site with proper display, storage area of materials and equipment and temporary access roads within his working area. The contractor shall obtain written approval of the Engineer-In-Charge to the lighting scheme and place of tapping prior to its installation.

Use of devices like Distress alarm system for all personnel entering into confined space to be mandatory. Biometric attendance of personnel entering confined space should be maintained. Necessary Biometric punch machine to be arranged by the contractor at his own cost for this purpose. Staircases shall have temporary hand rail and guard till permanent handrails are fabricated and installed.

The contractor shall plan his operations so as to avoid interference with the other departmental works, other contractors or sub-contractors at the site. In case of any interference, necessary coordination shall be sought by the contractor from the Department for safe and smooth working.

The contractor shall be held fully responsible for non-compliance of any of the safety measures, procedures and delays, implications, injuries, fatalities, property damage and environmental degradation and compensation arising out of such situations or incidents. The contractor should device a procedure to maintain head count of his personnel manually or with an installation of